Addendum #1 To  
Request for Proposal  
For Fountain Court Renovation: Project 999-222859  

Minutes of the Pre-bid Conference  
Dated April 23, 2015

The Addendum must be acknowledged on your lump sum bid.

The pre-bid conference for Request for Proposal for Fountain Court Renovation, Project 999-222859 was held on April 29, 2015, at 2:00 pm (local time) – at Detroit, MI 48202. Kimberly Tomaszewski reviewed the highlights of the pre-bid package, especially concerning details such as bid due dates and who Contractors may contact during the live bid process. Chrystal Camilleri and Burke Jenkins from Hamilton Anderson discussed the technical aspects of the project and bid requirements, and conducted the Q & A session.

NOTE: You must have attended a pre-bid conference in order to be eligible to bid on a particular project. Receipt of minutes or addenda without being at a pre-bid conference does not qualify your company to bid.

Numerous simple questions and answers were addressed at the pre-bid meeting. Some of the issues were as follows:

1. A bid bond is not required for bids below $50,000. Otherwise, a bid bond (5%) will be required for the full amount of the bid.
2. Performance Bond and Material & Labor Payment Bond requirements are listed in the specifications of the job. Performance & Material & Labor Payment Bonds must be provided by the awarded Contractor with the submission of the signed contract; which will then be submitted to FP&M management for counter signature.
3. The awarded Contractor must provide the required Certificate of Insurance in compliance with Section 800, article 11 of the bid specifications prior to commencement of any work.
4. Please review the insurance section carefully, there are some changes in the documents, such as the addition of professional liability insurance and changes in the amounts of required insurance for most of the categories.
5. If your company has not previously done business with the University you may go to the Purchasing website at www.purchasing.wayne.edu and look for the “new vendor” link under “Information for Vendors” on the left. You may submit a new vendor request form and an IRS form W-9. This will register your company on our vendor list. (NOTE: this does not replace the listserv.)
6. This Project Requires the Contractor and any subcontractors to compensate all employees who come to the job site at no less than State of Michigan Prevailing Wage Rates. A Prevailing Wage Rate Schedule is included in Section 00410 of the Bid Specifications. Contractors must review these requirements to be sure they are in compliance with the requirements of the University and the State of Michigan. Contact the State of Michigan if further information on prevailing wage rate is needed at website http://www.michigan.gov/dleg/0,1607,7-154-27673_27706----,00.html. Contractors must post wages at the job site in compliance with the complete Prevailing Wage Rate listing provided in Bid Documents.
7. 1099 workers and subcontractors using 1099 workers are NOT acceptable.
8. Certified Payroll must be provided with each of the contractor’s pay applications for all workers who worked at the job site, in compliance with the State of Michigan policy. Failure to provide certified payroll will constitute breach of contract and pay applications will be returned unpaid, and remain so until satisfactory supporting documents are provided.
9. Signed waivers from all Subcontractors and suppliers must accompany Pay Applications or they will be returned for such documentation prior to approval.
10. A properly executed sworn statement is required from all tiers of contractors, and sub-contractors indicating sub-contractors and suppliers which provide services or product of $1,000.00 or greater. Sworn statements must accompany applications for payment.
11. All documents listed in the Front End Section 00410-2 “Wayne State Prevailing Wage Requirements” must accompany applications for payment. Failure to do so will result in the entire application package returned for correction.
12. A checklist of all Pay Application requirements can be found in Section 00430-1.
13. Note: there is a new section 440 Contractors Performance Evaluation. This is a new part of the contract and will be performed at the end of every job.
Thank you for your interest in working with Wayne State University. Do not contact either FP&M or the Design Firm directly as this may result in disqualification of your proposal. All questions concerning this project must be emailed to documents. Please respond on REVISED Section 300, Form of Proposal.

We will require two copies each of your lump sum proposals, vendor qualification questionnaire and your bid bond documents. Please respond on REVISED Section 300, Form of Proposal.

All questions concerning this project must be emailed to Kimberly Tomaszewski, Procurement & Strategic Sourcing. Email: ac9934@wayne.edu, and copy Robin Watkins, Buyer, at rfpsteam1@wayne.edu.

Do not contact either FP&M or the Design Firm directly as this may result in disqualification of your proposal.

Thank you for interest shown in working with Wayne State University.
Kimberly Tomaszewski
Buyer

CC: Chrystal Camilleri (Project Manager), Robin Watkins, Buyer, Attendee list.
Please Note – Vendors must Pre-qualify themselves when responding to this bid opportunity. Our Prequalification questions can be found on page 4 of this section.

OWNER: Board of Governors
Wayne State University

PROJECT: Fountain Court Renovation

PROJECT NO.: WSU PROJECT NO. 999-222859

PROJECT TYPE: General Construction Work

PURCHASING AGENT: Kimberly Tomaszewski, Buyer
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3757/ 313-577-3747 fax
ac9934@wayne.edu & copy rfpteam1@wayne.edu

OWNER'S REPRESENTATIVE: Chrystal Camilleri, Project Manager
Design & Construction Services
Facilities Planning & Management
Wayne State University
5454 Cass Avenue
Detroit, Michigan 48202

TO: Board of Governors
Wayne State University
Detroit, Michigan

BASE PROPOSAL: The undersigned agrees to enter into an Agreement to complete the entire work of the Fountain Court Renovation project (WSU Project No. 999-222859) in accordance with the Bidding Documents for the following amounts:

| Allowance NO. 1: | $10,000.00 Dollars |
| Allowance NO. 2: | $50,000.00 Dollars |
TOTAL BASE PROPOSAL INCLUDING ALLOWANCES NO. 1 AND NO.2:

$ ____________________________ Dollars

ALTERNATES: The following alternates to the base proposal(s) are required to be offered by the respective bidder. The undersigned agrees that the following amounts will be added to or deducted from the base bid as indicated, for each alternate which is accepted.

ALTERNATE NO. 1:

The undersigned agrees to enter into an agreement to complete the Alternate # 1 work of the Fountain Court project and to provide all labor and material associated with the work in accordance with the Bidding Documents per Specification Section 012300 for the following amounts:

(select one) ADD ____________________________ $ ____________________________ Dollars
or
DEDUCT ____________________________ $ ____________________________ Dollars

ALTERNATE NO. 2:

The undersigned agrees to enter into an agreement to complete the Alternate # 2 work of the Fountain Court project and to provide all labor and material associated with the work in accordance with the Bidding Documents per Specification Section 012300 for the following amounts:

(select one) ADD ____________________________ $ ____________________________ Dollars
or
DEDUCT ____________________________ $ ____________________________ Dollars

ALTERNATE NO. 3:

The undersigned agrees to enter into an agreement to complete the Alternate # 3 work of the Fountain Court project and to provide all labor and material associated with the work in accordance with the Bidding Documents per Specification Section 012300 for the following amounts:

(select one) ADD ____________________________ $ ____________________________ Dollars
or
DEDUCT ____________________________ $ ____________________________ Dollars
UNIT PRICING (as listed in the detailed specifications, section - __012200__).

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Price per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Price 1</td>
<td>Catch Basins</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>/ Each batch basin structure installed</td>
</tr>
<tr>
<td>Unit Price 2</td>
<td>Manholes</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>/ Each manhole installed</td>
</tr>
<tr>
<td>Unit Price 3</td>
<td>10” diameter SDR 35 sewer pipe</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>/ Linear feet of pipe</td>
</tr>
<tr>
<td>Unit Price 4</td>
<td>8” diameter SDR 35 sewer pipe</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>/ Linear feet of pipe</td>
</tr>
<tr>
<td>Unit Price 5</td>
<td>2” caliper Acer saccharum</td>
<td>$</td>
</tr>
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<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 6</td>
<td>2” caliper Acer rubrum</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 7</td>
<td>2” caliper Quercas muehlenbergii</td>
<td>$</td>
</tr>
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<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 8</td>
<td>2” caliper Cercis canadensis</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 9</td>
<td>2” caliper Prunus ‘Kwanzan’</td>
<td>$</td>
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<tr>
<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 10</td>
<td>4” caliper Acer saccharum</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 11</td>
<td>4” caliper Acer rubrum</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 12</td>
<td>4” caliper Quercas muehlenbergii</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 13</td>
<td>4” caliper Cercis canadensis</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 14</td>
<td>4” caliper Prunus ‘Kwanzan’</td>
<td>$</td>
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<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 15</td>
<td>6” caliper Acer saccharum</td>
<td>$</td>
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<td>each</td>
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<tr>
<td>Unit Price 16</td>
<td>6” caliper Acer rubrum</td>
<td>$</td>
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<td></td>
<td></td>
<td>each</td>
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<tr>
<td>Unit Price 17</td>
<td>6” caliper Quercas muehlenbergii</td>
<td>$</td>
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<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 18</td>
<td>6” caliper Cercis canadensis</td>
<td>$</td>
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<td></td>
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<td>each</td>
</tr>
<tr>
<td>Unit Price 19</td>
<td>6” caliper Prunus ‘Kwanzan’</td>
<td>$</td>
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<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 20</td>
<td>KBR8 LED Lighting bollard with GFCI receptacle</td>
<td>$</td>
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<td></td>
<td></td>
<td>each</td>
</tr>
<tr>
<td>Unit Price 21</td>
<td>Exterior Lighting Decorative Luminaire OL1</td>
<td>$</td>
</tr>
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<td></td>
<td></td>
<td>each</td>
</tr>
</tbody>
</table>

**LAWN REPLACEMENT:**
The undersigned agrees that, in the event of existing lawn or landscaping damage, due to the Contractor's work, that has not been properly addressed and repaired to the satisfaction of the University, the University may repair/replace the lawn and/or landscaping, and that the expense will be at a unit cost of $10.00 per square yard for lawn, and landscaping at a rate of 1.5 times the cost of said repairs, the full cost of which shall be reimbursed by the contractor.

**CONTRACT CHANGE ORDERS: (revised 4-01-2011)**

The undersigned agrees to the following pricing formula and rates for changes in the contract work:

1. For subcontract work, Contractor's markup for handling, overhead, profit and bonding on subcontractors sell price, shall not exceed 5%.

1.1. For subcontract work that is provided on a time and material basis, the subcontractor shall be permitted a single markup for handling, overhead, profit and bonding of 5%. When a markup is identified in the subcontractor's hourly labor rate, additional markup on labor is not permitted.
1.1.1 For changes that are based upon a lump sum value, subcontractor shall provide all labor and material back-ups to ensure that duplicative charges are avoided and authorized mark-ups for OH&P can be confirmed.

2. For work by his own organization, Contractor's markup for job* and general overhead, profit and bonding shall not exceed 5% of the net labor** and material costs.

Within 14 days of the project's contract execution Contractor shall provide to the Owner; Subcontractor's hourly labor rate breakdown details. This requirement shall extend to the lowest level of subcontractor participation.

* Job and general overhead includes supervision and executive expenses; use charges on small tools, scaffolding, blocking, shores, appliances, etc., and other miscellaneous job expenses.

** Net labor cost is the sum of the base wages, fringe benefits established by governing trade organizations, applicable payroll taxes, and increased expense for contractor's liability insurance (Workman's Compensation, P.L. and P.D.).

**TIME OF COMPLETION:** (revised 4-01-2011)
The Contract is expected to be fully executed on or about 25 calendar days after successful bidder qualification and recommendation of award. The undersigned agrees to start construction immediately after receipt of a fully executed contract, and to complete the work as follows:

Substantial Completion will be completed no later than August 21, 2015.

**LIQUIDATED DAMAGES:**
It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay, will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by Owner would be the sum of $1000.00, One Thousand Dollars per day, and therefore the contractor shall pay as liquidated damages to the Owner the sum of $1000.00, One Thousand Dollars per day for each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder.

**TAXES:**
The undersigned acknowledges that prices stated above include all applicable taxes of whatever character or description. Michigan State Sales Tax is applicable to the work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities or irregularities therein.

**ADDENDA:**
The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
<th>Addendum No.</th>
<th>Date</th>
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<tbody>
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</tbody>
</table>

**CONTRACTOR'S PREQUALIFICATION STATEMENT & QUESTIONNAIRE:**

Our Minimum Requirements for Construction Bids are:

**Criteria** | Small Project bid less than $50,000 | Medium Project bid between $50,001 and $250,000 | Large Project bid between $250,001 and $2 million | Very Large Project bid greater than $2 million
---|---|---|---|---
EMR Rating | 1.0 or Less | 1.0 or Less | 1.0 or Less | 1.0 or Less
<table>
<thead>
<tr>
<th>Experience Modification Rating</th>
<th>Bondable Vendor</th>
<th>Required</th>
<th>Required</th>
<th>Required</th>
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<tbody>
<tr>
<td>Bondable Vendor N.A. Required Required Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Length of Time in Construction Business</td>
<td>2 Years</td>
<td>3 Years</td>
<td>5 Years</td>
<td>5 Years</td>
</tr>
<tr>
<td>Demonstrated Experience in Projects Similar in Scope and Price in the last 3 years</td>
<td>1 or more</td>
<td>1 or more</td>
<td>2 or more</td>
<td>3 or more</td>
</tr>
<tr>
<td>Unsuccessful Projects on Campus in last 3 years</td>
<td>None Allowed</td>
<td>None Allowed</td>
<td>None Allowed</td>
<td>None Allowed</td>
</tr>
<tr>
<td>Failure to comply with Prevailing Wage and/or Project Labor requirements</td>
<td>None Allowed</td>
<td>None Allowed</td>
<td>None Allowed</td>
<td>None Allowed</td>
</tr>
<tr>
<td>Withdrawn University Bid (with or without Bond forfeiture) within the last 3 years **</td>
<td>1 or less</td>
<td>1 or less</td>
<td>1 or less</td>
<td>1 or less</td>
</tr>
<tr>
<td>Company currently not in Chapter 11 of the US Bankruptcy Code</td>
<td>1 Year</td>
<td>2 Years</td>
<td>3 Years</td>
<td>3 Years</td>
</tr>
</tbody>
</table>

** Withdrawal of a bid is subject to the University suspension policy, for a period up to one year.

**Contractors must complete the following information to determine their eligibility to participate in this bid.** This information is required with your Bid to the University

**Failure to complete this form in its entirety will result in your bid being disqualified.**

Check one of the following on the makeup of your company:

- [ ] Corporation
- [ ] Individual
- [ ] Partnership
- [ ] Joint Venture
- [ ] Other (Explain)

1. How many years has your organization been in business as a contractor? ______________

2. How many years has your organization been in business under its present business name? ______________

3. List states in which your organization is legally qualified to do business. ______________

4. Provide the Name and Address of your Liability Insurance Carrier. ______________

5. What is your current EMR Rating? ______________
   The minimum requirement is an EMR Rating of 1.0 or less for all projects. Bidders with a rating higher than 1.0 understand that their bid may be disqualified, at the sole discretion of the University.

6. What percentage of work performed on projects are by company employees; excluding any hired subcontracting and outsourced relationships, for the bid submitted? _______ %

7. What percentage of work performed on your companies behalf are by subcontracted business relationships; disallowing 1099 contracting work forces, for the bid submitted? _______ %
8. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation. Include the name of the Project, the customer, the dates of the work, and the amount of the contract?

9. Have you withdrawn a bid after a University bid opening and/or refused to enter into a contract with the University upon notification of award within the last 3 years? If so, state the Project Name and Number, and the date of bid submission below.

10. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, attach a separate sheet of explanation.

11. List the construction experience of the principals and superintendents of your company.

Name: __________________________________ Title: _____________________________________
_________________________________________________________________________________
Name: __________________________________ Title: _____________________________________
_________________________________________________________________________________
Name: __________________________________ Title: _____________________________________
_________________________________________________________________________________

12. List the construction Projects, and approximate dates, when you performed work similar in Scope to this project.

Project: ___________________________________ Owner: __________________________________
Contract Amount: ___________________________ Date Completed: _________________________
Project: ___________________________________ Owner: __________________________________
Contract Amount: ___________________________ Date Completed: _________________________
Project: ___________________________________ Owner: __________________________________
Contract Amount: ___________________________ Date Completed: _________________________

13. List the construction Projects, and approximate dates, when you performed work similar in Dollar Amount to this project.

Project: __________________________________ Owner: _________________________________
Contract Amount: __________________________ Date Completed: _________________________
Project: __________________________________ Owner: _________________________________
Contract Amount: __________________________ Date Completed: _________________________
Project: __________________________________ Owner: _________________________________
Contract Amount: __________________________ Date Completed: _________________________

14. Is your Company “bondable”?  Yes ______   No ______

15. What is your present bonding capacity? $ _________________________________
16. Who is your bonding agent?

NAME:  

ADDRESS:  

PHONE:     (   )  

CONTACT:  

17. Does your company agree to provide financial reports to the University upon request? Failure to agree may result in disqualification of your bid. Yes     No

18. Does your company agree that all of the Terms and Conditions of this RFP and Vendor’s Response Proposal become part of any ensuing agreement? Yes     No

19. Does your company agree to execute a contract containing the clauses shown in Section 00500 “Agreement Between Contractor and Owner for Construction”? Yes     No

If “No”, clearly note any exceptions to any information contained in the contract documents and include with your proposal.

20. Did your company quote based upon Prevailing Wage Rates? Yes     No

Note: Contractors submitting proposals for this project may, at the discretion of the University, be required to submit references including contact information to be used to assist in the post bid evaluation process for the subject project.

ACKNOWLEDGEMENT OF MINIMUM QUALIFICATIONS: The undersigned has read and understands the minimum qualifications for University construction projects, and has completed the Prequalification section completely and accurately. The undersigned understands that a contractor, who fails to meet the minimum qualifications in the category identified for this project, will be disqualified from consideration for the project.

ACCEPTANCE OF PROPOSAL: The undersigned agrees to execute a Contract, being the Wayne State University standard form titled “Agreement Between Contractor and Owner for Construction” (see section 00500 of the bid documents), provided that we are notified of the acceptance of our Proposal within sixty (60) days of the date set for the opening thereof.

The undersigned below understands that the bid will be disqualified if the Prequalification information above is not completed in its entirety.

NAME OF COMPANY:  

OFFICE ADDRESS:  

PHONE NUMBER:     DATE_____

FAX NUMBER:  

SIGNED BY:  

Signature

(Please print or type name here)

TITLE

EMAIL ADDRESS:  @
This Addendum is issued before award of Contract to inform bidders of revisions to the Bidding Documents.

All requirements contained in the Bidding Documents shall apply to this Addendum, and the general character of the Work called for in this Addendum shall be the same as originally set forth in the applicable portions of the Bidding Documents for similar Work, unless otherwise specified under this Addendum, and all work necessitated by the Addendum as required to complete the Work shall be included in the bids, even though not specifically mentioned in the Addendum.

This Addendum is hereby made a portion of the Bidding Documents and shall be included in the Contract.

DRAWINGS REVISED AND REISSUED
C5.1, E0.2, E2.0, E2.1, E5.1

DRAWINGS REVISED AND NOT REISSUED
AS NOTED

NEW DRAWINGS / SKETCHES
NONE

PROJECT MANUAL SECTIONS REVISED AND REISSUED
SECTION 012100 – ALLOWANCES
SECTION 012200 – UNIT PRICES
SECTION 012300 – ALTERNATES

PROJECT MANUAL SECTIONS REVISED AND NOT REISSUED
NONE

NEW PROJECT MANUAL SECTIONS ISSUED
NONE

DRAWING REVISIONS

Changes to Bid Package No. 1. Construction Documents dated April 16, 2015 include the following:

DRAWING REVISIONS

<table>
<thead>
<tr>
<th>SHEET</th>
<th>CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>C5.1</td>
<td>Addition of bollards with electrical receptacles near (3) existing flag poles. Typical for three (3) locations.</td>
</tr>
<tr>
<td>E0.2</td>
<td>Added concrete bollard detail as indicated</td>
</tr>
</tbody>
</table>
| E2.0  | Added concrete bollards as indicated  
Removed light bollard for Student Center as indicated  
Revised construction notes as indicated |
| E2.1  | Added Siemens wall mounted meter as indicated  
Revised construction notes as indicated |
| E5.1  | Added Siemens wall mounted meter as indicated  
Revised construction notes as indicated  
Added circuit for concrete bollard receptacles as indicated |

PROJECT MANUAL REVISIONS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>CHANGE</th>
</tr>
</thead>
</table>

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Quantity allowances.

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices.
2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.
1.5 LUMP-SUM and QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include **taxes**, freight and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
   1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.6 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
   1. Include installation costs in purchase amount only where indicated as part of the allowance.
   2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
   3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
   4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
   1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
   2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION
   A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES
   A. Allowance No. 1: Quantity Allowance: Include the sum of $10,000 to remove abandoned conduit and wiring complete that not identified in the contract documents and discovered as an unforeseen condition during excavation and interferes with new work.

   B. Allowance No. 2: Lump-Sum Allowance: Include the sum of $50,000 for the inspection, recommendation report and renovation to the existing fountain.

      1. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit. The cost estimate for the inspection and report are identified separately as:

         a. Inspection and report / recommendations $2,500.00
         b. Fountain Renovations $47,500

END OF SECTION 012100
SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price 1: Catch basins.
   1. Description: Installation of catch basin structure in accordance with specifications found on drawing C7.2 “DWSD Sewer Notes”.
   2. Unit of Measurement: Each batch basin structure installed.
   3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

B. Unit Price No. 2: Manholes.
   1. Description: Installation of manholes in accordance with specifications found on drawing C7.2 “DWSD Sewer Notes”.
   2. Unit of Measurement: Each manhole installed.
   3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

C. Unit Price No. 3: 10” diameter SDR 35 sewer pipe.
   1. Description: Installation of 10” diameter SDR 35 sewer pipe in accordance with specifications found on drawing C7.2 “DWSD Sewer Notes”.
   2. Unit of Measurement: Linear feet of pipe.

D. Unit Price No. 4: 8” diameter SDR 35 sewer pipe.
   1. Description: Installation of 8” diameter SDR 35 sewer pipe in accordance with specifications found on drawing C7.2 “DWSD Sewer Notes”.
   2. Unit of Measurement: Linear feet of pipe.

E. Unit Price Nos. 5-19: 2” caliper, 4” caliper and 6” caliper trees as identified on Proposal Form.

F. Unit Price No. 20: KBR8 LED Lighting bollard with GFCI receptacle in accordance with specifications.

G. Unit Price No. 21: Exterior Lighting Decorative Luminaire OL1 in accordance with specifications.

END OF SECTION 012200
SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternate described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.
D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Seeded lawn in lieu of sodded lawn.

1. Base Bid: Sodded lawn as indicated on sheet C5.1 Layout Plan and specified in Section 329200 Turf and Grasses.
2. Alternate: Seeded lawn as indicated on sheet C5.1 Layout Plan and specified in Section 329200 Turf and Grasses.

B. Alternate No. 2: 4” caliper trees in lieu of 6” caliper trees as indicated on C5.1 Layout Plan and specified in Section 329200 Plants.

1. Base Bid:
   a. 6” caliper Acer saccharum
   b. 6” caliper Acer rubrum
   c. 6” caliper Quercus muehlenbergii
   d. 6” caliper Cercis canadensis
   e. 6” caliper Prunus ‘Kwanzan’
2. Alternate:
   a. 4” caliper Acer saccharum
   b. 4” caliper Acer rubrum
   c. 4” caliper Quercus muehlenbergii
   d. 4” caliper Cercis canadensis
   e. 4” caliper Prunus ‘Kwanzan’

C. Alternate No. 3: Omit total of eight (8) KBR8 LED lighting bollards with GFCI receptacle. All work associated with infrastructure for future bollard in locations shown to remain in base bid. Lighting pole base, conduit, feeds and associated infrastructure to be provided stubbed, capped and labeled for future use.

1. Base Bid: KBR8 LED Lighting bollards with GFCI receptacle and all associated infrastructure as indicated on sheet C5.1 Layout Plan, Sheet E0.2 Electrical Standard Schedules detail and Sheet E2.0 Electrical New Work Plan and specified.
2. Alternate: Omit total of eight (8) KBR8 LED lighting bollards with GFCI receptacle as indicated on C5.1 Layout Plan, Sheet E0.2 Electrical Standard Schedules detail and Sheet E2.0 Electrical New Work Plan and specified.

END OF SECTION 012300