**Schedule C.5**

**Time and Materials Pricing for any approved repairs of Water Based Fire Protection Systems, identified during the fixed price inspections, as defined in the Scope of Work**

Vendors are to provide a hourly rates in Schedule C.3 for approved repair work related to the inspections of the Fire Protection Systems. Prices are to include all costs, including hourly wages, fringe benefits, tool charges (if any), any associated travel, the preparation of reports and the distribution of said reports. All reports are to be submitted in duplicate as described in the Scope of Work. See the following page for Time & Materials bids for any identified repairs. Any repairs must be approved by the Project Manager prior to the commencement of any work. The University reserves the right to approve repairs and/or to put repairs out for competitive bid.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  | ITEM DESCRIPTION | REGULAR OR STRAIGHT TIME | PREMIUM TIME AT TIME & ONE HALF | PREMIUM TIME AT DOUBLE TIME |
| 1. | Hourly wage paid to journeyman engineer employee. | $ /Hour | $ /Hour | $ /Hour |
| 2. | Hourly fringe benefit value to journeyman engineer employee. | $ /Hour | $ /Hour | $ /Hour |
| 3. | Small tool and equipment hourly rate. | $ /Hour |  |  |
| 4.A | Truck and vehicle hourly rate. | $ /Hour |  |  |
| 4.B | Truck and vehicle daily rate | $ /Day |  |  |
| 5. | Mark-up on materials. | % |  |  |
| 6. | Overhead & Profit Applied to labor cost only | $ /Hour |  |  |
|  | TOTAL 1+2+3+4A+6 | $ |  |  |

**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** The undersigned agrees to the following pricing formula and rates

**ORDERS: *(revised 4-01-2011)*** for changes in the contract work:

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

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1. 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.).

**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 **$ 100.00 (One Hundred Dollars and 00/100 Dollars)** per day, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **$ 100.00 (One Hundred Dollars and 00/100 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 twithin.

**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.

Addendum No. Date Addendum No. Date

Addendum No. Date Addendum No. Date

Addendum No. Date Addendum No. Date

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

**Our Minimum Requirements for Construction Bids are:**

**WSU considers this project: (Construction Type) Work.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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 **(**Experience Modification Rating) | 1.0 or Less | 1.0 or Less | 1.0 or Less | 1.0 or Less |
| Bondable Vendor | N.A. | Required | Required | Required |
| Length of Time in Construction Business | 2 Years | 3 Years | 5 Years | 5 Years |
| Demonstrated Experience in Projects Similar in Scope and Price in the last 3 years | 1 or more | 1 or more | 2 or more | 3 or more |
| Unsuccessful Projects on Campus in last 3 years | None Allowed | None Allowed | None Allowed | None Allowed |
| Failure to comply with Prevailing Wage and/or Project Labor requirements | None Allowed | None Allowed | None Allowed | None Allowed |
| Withdrawn University Bid (with or without Bond forfeiture) within the last 3 years  **\*\*** | 2 or less | 2 or less | 1 or less | 1 or less |
| Company currently not in Chapter 11 of the US Bankruptcy Code | 1 Year | 2 Years | 3 Years | 3 Years |

\*\*  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.

1. Provide the Name and Address of your Liability Insurance Carrier.

1. 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.
2. What percentage of the work do you normally perform with your own work force/employees?
3. 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 ?

8. 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.

9. 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.

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

11. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

12. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13. Is your Company “bondable”? Yes No

14. What is your present bonding capacity? $

15. Who is your bonding agent?

NAME:

ADDRESS:

PHONE: ( )

CONTACT:

16. 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

17. 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

18. 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.

19. Did your company quote based upon **Prevailing Wage Rate Requirements**? 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** The undersigned has read and understands the minimum qualifications

**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", 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. Providing attachments is not an acceptable alternative to this requirement.**

NAME OF COMPANY:

OFFICE ADDRESS:

PHONE NUMBER: DATE

FAX NUMBER:

SIGNED BY:

Signature

(Please print or type name here)

TITLE

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Maximum Annual Increases (Vendors are to indicate the Maximum PERCENTAGE Increases or any Decreases for each year) | | | | | | | |
| Year 2 | | |  | Year 3 | | |
| No Increase | Maximum Increase % | |  | No Increase | Maximum Increase % | |
|  |  | % |  |  |  | % |

\*(The University reserves the right to request and inspect vendor’s paid invoices and/or bill of materials to verify the mark-up being charged to the University)

The proposal rate must be guaranteed to remain in effect for one year from the contract award date.

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|  |  |  |  |  |
| **Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
|  |  |  |  |  |
| **Submitted by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | |
|  |  |  |  |  |
| **Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | |
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| **Typed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | |
|  | (Title) | |  | (Date) |
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| **Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | |
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