

Bid Pack 2
Project Labor Bid

VENDOR NAME _____

GENERAL CONTRACT - PROPOSAL FORM (revised 1 - 2011)

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: **Parking Structure 4** Deferred Maintenance 2013

PROJECT NO.: WSU PROJECT NO. 613-225996

PROJECT TYPE: **General Contracting**
Concrete Restoration
Sealants
Site Utilities Work

PURCHASING AGENT: **Kimberly Tomaszewski, Senior 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: **Robert Jacobs, 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 **Parking Structure 4 Deferred Maintenance 2013** project (WSU Project No. 613-225996) in accordance with the Bidding Documents for the following amounts:

_____ \$ _____ Dollars

BASE BID and ALTERNATES WORK ITEM PROPOSAL

Parking Structure #4 – 2013 Deferred Maintenance

UNIT PRICES:

- A The following schedules of unit prices shall be filled out and submitted as part of the Proposal. Failure to fill in all unit prices may result in disqualification of Bidder.
- B Unit prices stated by Bidder shall include all materials and Work installed and completed in place in accordance with all applicable portions of the Drawings and Specifications, and shall include all costs associated with such items including, but not limited to: materials, labor, supervision, overhead, and profit for General Contractor and/or subcontractors, general conditions, shoring, and other related items.
- C The quantities stated in the Bid Schedule are approximate only and are prepared for comparison of Bids. Each Bidder is responsible for verifying all quantities and shall base his Bid thereon. Payment to the Contractor will be made only for the actual quantities of Work accepted and performed in accordance with the Contract unit prices.
- D Contractor shall not exceed stated Bid quantities without prior written approval from Owner/Engineer. Note: Contractor will not receive payment for un-authorized Work performed (Base Bid or Alternates) that exceeds stated Bid quantities. The Owner reserves the right to delete one or more line items contained within the Work Item Schedules, and/or to increase or decrease stated quantities, to best meet the Owner's requirements.
- E Also, at the discretion of the Owner, the quantities of Work to be performed for each Work Item shall be reviewed and approved by the WSU PM prior to beginning Work, and may be decreased or increased throughout the Project. Refer to Section 020010 for specific Work Item requirements.
- F In the event of a math error occurring on a submitted Bid, (i.e. stated unit price multiplied by stated quantity does not equal stated extension) stated unit price shall be considered basis for Bid to calculate extension.
- G INCREASED OR DECREASED WORK ITEM QUANTITIES:
 - A Owner/Engineer shall have right under Contract to make increases and decreases in quantities and changes in plans, as may be necessary to ensure completion of contemplated work subject to following qualifications:
 - B As used herein, major item is defined as any item whose total cost, determined by multiplying Bid quantity and Contract unit price, is equal to or greater than 5% of original total Contract price. All other items are considered minor items and are not subject to unit price adjustment.
 - C Where cost of final work prior to consideration of adjustment is within 5% of original total Contract price, or if amount of adjustment is less than \$100, or if item is exempted from such adjustment elsewhere in Contract, no adjustment in Contract unit prices will be considered for any increased or decreased quantities.
 - D Where cost of final work has increased more than 5% of original total Contract price prior to consideration of any adjustment, requests for adjustments will be considered on following basis:
 - E Where quantity of an item of work required to complete project is not increased nor decreased from original estimate by more than 25%, payment for quantity of said item will be made at Contract unit price.
 - F Where quantity of any major item of work is increased by more than 25%, then unit price for quantity of that item of work over 125% of original Contract quantity will be decreased by 10% of unit price bid.

- G Where quantity of any major item of work is decreased by more than 25%, then adjusted unit price will be obtained by multiplying Contract unit price for that item of work by factor obtained as follows:

$$\text{Factor} = 1 + (0.10 (P-C))/C$$

Where:

P = Contract Quantity

C = Constructed Quantity

- H In no case shall product of adjusted unit price and number of units of work performed exceed product of Contract unit price and 75% of original contract quantity. Neither will unit price be adjusted to more than twice original Contract unit price.

ALTERNATES:

- A The Alternate Work Items listed on the following pages identify potential changes in the Work under consideration for this Contract. The Owner reserves the right to accept any or all of the listed Alternates, regardless of the order of their listing. Alternate items may also be selected and incorporated into the Project with increased or decreased quantities from those listed, to best suit the Owner's needs.
- B For each of the Alternates listed, state the unit price if the individual Alternate is selected for inclusion in the Contract scope. Amount shown shall include all costs to perform the Work; no extras will be permitted for failure to include, but not limited to, such items as: extra permits, overtime, weather protection, materials, labor, supervision, general conditions, overhead, and profit for general contractor and/or subcontractors, shoring, and other related items.
- C Alternates may be accepted by Owner after initial award. Contractor shall hold prices stated below for possible incorporation into the Project at a later date during construction as determined by the Owner. Alternate Work must be accepted in writing by WSU PM prior to beginning any Work.
- D Any additional Temporary Signage, Temporary Barriers, or Traffic Markings required to properly perform any selected Alternate Work shall be considered incidental, regardless of the amount of Alternate Work selected.

ADD ALLOWANCES:

- E Allowances shall be included with the Base Bid, as identified on the Bid Proposal form. Any charges against the Allowances shall include a description of the Work, an itemized breakdown for all labor, materials, equipment, and 5% mark-ups (for overhead and profit), and shall be authorized by the WSU PM. Allowances shall be tracked on the payment applications. Any balance remaining on Allowance items shall be deducted from the Contract, by change order, prior to completion of the Project.

Parking Structure No. 4**BASE BID WORK ITEMS**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
1.1	Project Mobilization	L.S.	1	\$	\$
1.5	Temporary Signage & Barriers	L.S.	1	\$	\$
1.7	General Construction Allowance	Allowance	1	\$ 5,000	\$ 5,000
3.1	Floor Repair - Partial Depth (P/T)	S.F.	100	\$	\$
4.9	Remove Loose Concrete & Coat	L.S.	1	\$	\$
5.1	Beam Repair - Partial Depth	S.F.	500	\$	\$
5.2	Beam Repair - Partial Depth at Haunch	S.F.	300	\$	\$
9.3	Expansion Joint - New Concrete Wash w/ Blockout	Ea.	10	\$	\$
10.1	Expansion Joint - Premolded (Floor to Floor)	L.F.	5	\$	\$
10.3	Expansion Joint - Elastomeric Conc. Edged	L.F.	832	\$	\$
11.2	Repair Crack / Joint Sealant	L.F.	400	\$	\$
11.7	Cove Sealant	L.F.	200	\$	\$
16.1	Traffic Topping - New System	S.F.	2,500	\$	\$
16.2	Traffic Topping - Replace Existing System	S.F.	8,000	\$	\$
25.1	Mechanical / Electrical Allowance	Allowance	1	\$ 5,000	\$ 5,000
40.1	Repair Damaged Vehicle Barrier	L.S.	1	\$	\$
45.1	Paint Traffic Markings	Incidental			
TOTAL BASE BID					\$

Parking Structure No. 4**ALTERNATE WORK ITEMS**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
3.5	Install Galvanic Anodes	Ea.	500	\$	\$
5.1	Beam Repair - Partial Depth	S.F.	150	\$	\$
5.2	Beam Repair - Partial Depth at Haunch	S.F.	200	\$	\$
41.1	Install Stair Tread Plates	Ea.	50	\$	\$
45.2	Clean Concrete Beams	L.S.	1	\$	\$
45.3	Paint Concrete Beams	L.S.	1	\$	\$
TOTAL ALTERNATES					\$

Additional Temporary Signage, Temporary Barriers, and Traffic Markings required to perform any Alternate Work Items shall be incidental.

Combined Project Award Deduct

State Lump Sum Deduct Amount if Contractor is Awarded both Parking Structure No. 1 and Parking Structure No. 4 Projects. Stated amount will be deducted from Parking Structure No. 4 Project only.	\$
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DESCRIPTION OF ABBREVIATIONS:

Lump Sum L.F. = Lineal Feet

L.S. =

Ea. = Each

Lb. = Pound

S.F. = Square Feet

LIST OF SUBCONTRACTORS / INSTALLERS

	<u>COMPANY ADDRESS:</u>	<u>CONTACT PERSON:</u> NAME, PHONE NUMBER, EMAIL ADDRESS
Ready-Mix Concrete	_____ _____ _____	_____ _____ _____
Steel Reinforcement	_____ _____ _____	_____ _____ _____
Traffic Topping	_____ _____ _____	_____ _____ _____
Sealants and Caulking	_____ _____ _____	_____ _____ _____
Expansion Joints	_____ _____ _____	_____ _____ _____
Pavement Markings	_____ _____ _____	_____ _____ _____
Stair Tread Repairs	_____ _____ _____	_____ _____ _____
Other	_____ _____ _____	_____ _____ _____

CONSTRUCTION SCHEDULE REQUIREMENTS

- F The following Construction Schedule requirements apply regardless of the amount and type of Alternate Work Items selected (if any).
- G Refer to Form of Proposal Section for Liquidated Damages.
- H Refer to Plan Sheets for typical phasing requirements.
- I The Substantial Completion Date stated below is based on a construction start date of Monday, May 1, 2013. Substantial Completion Date shall be adjusted accordingly if Construction commences before or after Monday, May 1, 2013.
 - A Construction Start Date: Monday, May 1, 2013.
 - B Substantial Completion Date: Friday, July 19, 2013.
 - A Contractor shall completely return structure to normal use and open all parking space closures by Friday, July 26, 2013.

Note: All work under this bid must be performed in accordance with the Project Labor requirements

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 subcontractor's 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; **Parking Structure #4 substantial completion is July 19, 2013 and Parking Structure #1 has two substantial completion dates August 19, 2013 and October 14, 2013. Refer to the phasing plan for all areas located on the contract drawings and construction schedule requirements listed within the Form of Proposal.**

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 **\$6.00 per parking space per day (see Walker Parking Consultant Area Descriptions)** therefore the contractor shall pay as liquidated damages to the Owner the sum of **\$6 per parking space 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.

Addendum No.____Date_____ Addendum No.____Date_____

Addendum No.____Date_____ Addendum No.____Date_____

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: **General Construction, concrete, demolition, specialty trades, waterproofing, mechanical, civil, electrical 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. _____

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 the work do you normally perform with your own work force/employees? _____

7. 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 **Project Labor 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
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", 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
