

Ehresman Associates, Inc.

architects • engineers

ADDENDUM

Project: **GROSSE POINTE PUBLIC SCHOOL SYSTEM**
Mason Elementary School
Restroom Remodeling – Phase Two

Project No.: 9013

Date: 19 January 2016

Addendum Number: 1

Each Bidder's proposal amount shall include the work described herein.

This Addendum is hereby made a part of the Contract Documents. Unless otherwise indicated, the work described herein shall comply with, and be equal in all respects to the original Specification and Drawings accompanying same. Include incidental work required to properly complete the work, whether stated herein or not.

Drawing Issued: **NONE**

Specifications:

00 310 Proposal Form

ISSUED: Electronically

MANDATORY PRE-BID MEETING

Bidders Sign-in list is attached

PRE-BID MEETING AGENDA

Agenda is attached for reference only as an outline of our meeting. No information in the agenda should be considered binding (refer to plans and specifications for contractual conditions).

9013 Mason Restroom Phase Two/documents/addendum #1

PROPOSAL FOR: **MASON ELEMENTARY SCHOOL
FIRST FLOOR REMODELING (PHASE 2)**
1640 Vernier
Grosse Pointe Woods, MI 48236

PROPOSAL TO: **Grosse Pointe Public School System**
Mr. Richard VanGorder
389 St. Clair Avenue
Grosse Pointe, MI 48230

**ARCHITECTS
ENGINEERS:** **Ehresman Associates, Inc.**
architects • engineers
803 West Big Beaver Road, Suite 350
Troy, Michigan 48084-4734
248.244.9710
248.244.9712 (f)
email: architects@ehresmanassociates.com

SUBMITTING CONTRACTOR: _____
ADDRESS: _____
PHONE: _____ / FAX: _____
EMAIL: _____

1. **BASE PROPOSAL**

The undersigned, in compliance with the Bidding Requirements and Conditions of the Contract, and having carefully examined the Contract Documents and all Addenda, visited the site and being aware of conditions affecting the cost of the work, agrees to enter into an agreement with the Owner and to perform and furnish all labor, materials, tools, equipment, and supervision required to complete the work in strict accordance with the Contract Documents for the stipulated sum of:

BASE PROPOSAL AMOUNT

_____ Dollars \$ _____
(written sum)

2. **ALTERNATES**

The Undersigned further proposes to execute the work specified in the respective technical division or indicated on the drawings for the sum added to (unless otherwise noted) the Base Proposal Amount as stated below:

A. NONE

3. **TIME OF COMPLETION:**

The undersigned will start work operations immediately upon award of the Contract, and will complete all work as indicated below:

- A. Anticipated Award Date: March 28, 2016
- B. Start on Site Operations: June 17, 2016
- C. Substantial Completion: August 19, 2016
- D. Final Completion not later than August 26, 2016

4. **SUPPLEMENTAL FEES:**

For additional work performed upon instruction of the Owner

- A. BY SUBCONTRACTORS of the Undersigned, add **10%** to the subcontractor's prices for its OH & P; and **10%** for all the charges of the Undersigned for overhead and profit.

- B. BY PERSONS OTHER THAN THE SUBCONTRACTORS the Undersigned, the charges will be actual cost of all labor and materials (less all discounts) plus the fee of **10%**. This fee includes all the charges of the Undersigned for general conditions, overhead and profit, and general conditions, and the actual cost of insurance and taxes. It excludes bond fee.
- C. Each proposal covering extra work shall include a complete itemized material and labor breakdowns.
- D. For all revisions involving the deletion of Contract Work, it is agreed that full credit shall be given the Owner for such work deleted, including overhead and profit.

5. VOLUNTARY ALTERNATES

The following alternates are offered at this time for the consideration of the Owner. If accepted, the Base Proposal will be changed by the amount listed.

- A. _____

- Add to or Delete from Base Proposal Amount: \$ _____
- B. _____

- Add to or Delete from Base Proposal Amount: \$ _____
- C. _____

- Add to or Delete from Base Proposal Amount: \$ _____

6. PRICE GUARANTEE

The undersigned agrees that its proposal shall not be withdrawn and the price stated in the Proposal is guaranteed for ninety (90) consecutive days from the bid date.

7. TAXES

The undersigned acknowledges that the prices stated above include all applicable taxes of whatever character or description.

8. ADDENDA

If any Addenda covering changes to the Bidding Documents have been received during the bidding period, the bidder shall fill in their numbers and dates which acknowledge having received same, and having included in this proposal the work involved:

No. 1 Dated _____

No. 2 Dated _____

No. 3 Dated _____

9. NEGOTIATION

The Undersigned agrees that, should the overall cost exceed the funds available, it will be willing to negotiate with the Owner for the purpose of making further reductions in the Contract Work, and shall agree to give full credit for all such reductions in the work requested by the Owner, including full value of labor, materials, and subcontract work and reasonable proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract price.

10. UNIT PRICES - NONE

All unit prices quoted shall include the sum total of all additional costs of labor, material, overhead, profit, fees, general conditions, and such other costs incidental to the work described. Any increase in cost must be approved by the Owner in writing prior to work being performed.

For all revisions involving the deletion of Contract work, it is agreed that full credit shall be given the Owner for such work deleted on a unit basis as quoted hereinafter.

Any increased cost based on the unit prices must be approved by Owner's written change order prior to work starting. Quantities must be confirmed by a Testing Agency or Architect and the Owner.

11. LIQUIDATED DAMAGES PROVISION

Contractor shall complete the entire work and obtain Certificate of Occupancy by the substantial completion date indicated on the Proposal Form. Contractor and owner agree that if the Certificate of Occupancy is obtained later than the date, the following liquidated provisions shall apply. The project completion date shall be adjusted by an amount of time properly documented in Change Orders. If the Owner and Contractor do not agree with the adjustment in Contract time due to Change directives, such adjustment shall be determined by the Architect. No adjustments to the Contract time shall be allowed for weather conditions.

A. LATE COMPLETION LIQUIDATED DAMAGES

If the Contractor fails to obtain the Certificate of Occupancy for the project by the Project Completion Date (as adjusted pursuant to this paragraph), the Contract Sum payable to the Contractor will be reduced in the amount \$1000 for each day that the issuance of the Certificate of Occupancy exceeds the project completion date.

12. RIGHTS RESERVED BY OWNER:

The Owner reserves the unconditional right to waive any irregularities, reject any or all proposals or to accept proposals which in the judgment of the Owner will serve the best interests of the Owner.

13. PROPOSAL GUARANTEE (BID BOND)

Is required: Refer to AIA Document A701-1997 "Instructions to Bidders"
AMOUNT: 5% of contract sum.

14. CONTRACT SECURITY (Performance and Labor and Material Payment Bond)

Is required: Refer to AIA Document A701-1997 "Instructions to Bidders"
AMOUNT: 100% of contract sum.

15. CONTRACT EXECUTION

The undersigned agrees to execute a Contract for work covered by this Proposal as provided for in the Bidding Documents. The undersigned declares the legal status indicated below:

- () Individual
() Partnership, having the following partners:
 .1 _____
 .2 _____
 .3 _____
() Corporation, Incorporated under the laws of the State of _____

The undersigned affirms that:

- A. This proposal is based upon the materials and construction, equipment, etc., named or described in the specifications.
B. The address, given below, is the legal address to which all notices, directions, or other communications may be served or mailed.
C. Its proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that the prices quoted herein include all terms, insurance, royalties, transportation charges, allowances, taxes, use of all tools and equipment, overhead, profit, etc., necessary to fully complete the work in accordance with the Contract Documents.

15. The Contractor shall hold harmless from and indemnify the Owner and Architect against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being damaged or by the Contractor, or any person employed under said Contractor, in any capacity during the progress of the work whether by negligence or otherwise.

The undersigned agrees to live up to the above specifications and gives the Owner the right to deduct the cost of any damage caused by faulty work and any item conflicting with good workmanship from the final payment.

This proposal is submitted in the name of:

DATE: _____ FIRM NAME: _____

WITNESS: _____ BY: _____
(Signature)

TITLE: _____

ADDRESS: _____

Return two (2) signed copies.

The Owner reserves the unconditional right to waive any informality or irregularity, reject any or all proposals, or to accept proposals which in the judgment of the Owner will serve its best interests, and to make in its judgment a determination as to the adequacy of the Contractor's qualifications, experience and capability.

CONTRACTOR QUALIFICATIONS

1. Years in Business: ____ years
(This company and this business)
2. Minimum Experience – at least three (3) educational projects in the State of Michigan within the last five (5) years with customer reference. School Restroom remodeling projects required.

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

HAZARD IDENTIFICATION

It is the Contractor's responsibility to be aware of all dangers or hazards associated with the work performed, the work environment, and to remove and/or control the hazard or danger prior to commencement of the work. It is also the Contractor's responsibility to review Section 00 100 – Special Materials Handling, the Limited Asbestos Survey Report, and Limited Lead-Containing Paint Survey Reports included within the Project Manual. All potential or existing dangers or hazards observed by the Contractor shall be reported to the Owner's representative / contact. Any danger or hazard observed beyond the control of the Contractor is to be reported to the Owner's representative / contact immediately and the Contractor is to avoid the hazard or danger until it is eliminated or controlled.

CONTRACTOR ENVIRONMENTAL ACKNOWLEDGEMENT

I have been informed of the presence of asbestos-containing materials (ACM) and presumed asbestos-containing materials (PACM) in the school. It is my understanding that known or assumed asbestos-containing materials that may be impacted during construction will be removed by the Owner. I will notify the Owner's Designated Person of any activities of my employees which represent a *potential* for disturbance of remaining asbestos-containing materials. I will also notify the Owner's Designated Person if any material is encountered that was not identified in the pre-renovation asbestos survey report and will not disturb the material until it is determined to be an ACM or non-ACM.

I have been informed of the presence of lead-containing paint (lcp) and lead-based paint (lbp) in the construction area. I understand that should my work activities involve disturbance of lbp or lcp I will comply with the requirements of 29 CFR 1926.62 "Lead Exposure in Construction". Furthermore, I will take protective measures to ensure that the activities of my employees will not result in migration of lead-containing dust outside the work area and that residual lead dust concentrations inside the work area are not elevated after the work is complete. I will provide a comprehensive work plan describing the engineering controls and work practices that will be implemented to achieve the above requirements. The work plan will be reviewed and accepted by the Owner and its environmental consultant. I am knowledgeable in the requirements for compliance with the Lead Exposure in Construction standard.

I have also been informed of the hazards of other chemicals present in the area where my employees will be working and of the appropriate protective measures. I take full responsibility for ensuring that my workers follow safe working procedures and take the appropriate protective measures. Material Safety Data Sheets have been provided where applicable. I will inform representatives of the Owner of all hazardous materials that I will bring into the school and will provide MSDSs where applicable.

Contractor Signature

Company Name

Address

City, State, Zip Code

Date

FAMILIAL RELATIONSHIP DISCLOSURE FORM

This form **MUST BE NOTORIZED** as a condition of being awarded business by The Grosse Pointe Public School System

I, the undersigned, being first duly sworn, depose and say; and my signature certifies, that there are no Owners, Principals, Officers, Agents, Employees, or Representatives of this firm that have any familial relationships with any members of the Grosse Pointe Public School Board, or its Superintendent, unless specifically noted below:

School Board Members

Margaret Weertz
Daniel Roeske
Brain Summerfield
Lois Valente
Ahmed Ismail
Cynthia Pangborn
Judy Gafa

Superintendent

Dr. Gary C. Niehaus

The following familial relationship is disclosed:

Name: _____
(print)

Firm: _____

Title: _____

Signature: _____

Subscribe and sworn to before me this _____ day of _____, _____.

Notary Public, _____

My Commission expires: _____

Reference: Public Act 232 of 2004

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in this Request For Proposal (the “RFP”) issued by The Grosse Pointe Public School System (“GPPSS”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing the Work or any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to a fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a GPPSS request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

CONTRACTOR:

_____ Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF _____)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by

_____.

_____, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of : _____

END OF SECTION

Ehresman Associates, Inc.

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Project: **Mason Elementary School** **Project No.:** **9013**
Restroom Remodeling Phase 2
Richard Elementary School
Restroom Remodeling Phase 2 **Project No.:** **9113**
Grosse Pointe South High School
Restroom Remodeling Phase 4 **Project No.:** **9213**

Owner: **Grosse Pointe Public School System**

Bids Due at: **Administration Building**
389 St. Clair
Grosse Pointe, MI 48230

Bid Date Due: **25 February 2016**

Time Due: **1:00 pm**

Addendum Issued				BIDDER (Co. Name) / ADDRESS	BIDDER PHONE / FAX	BIDDER EMAIL ADDRESS:
#1: (DATE)	#2: (DATE)	#3: (DATE)	#4: (DATE)			
				ACME Enterprises 15757 Martin Road Roseville, MI 48066	Phone: 586.771.4800 Fax: 586.771.8659 Cell: 586.709.7336 Name: Simone Oliveri Jeff Lomber Bob Walny	soliveri@acme-enterprises.com jlomber@acme-enterprises.com rwalny@acme-enterprises.com
				Ally Construction 30757 Beverly Road, Suite 150 Romulus, MI 48230	Phone: 734.405.1000 Fax: 734.405.1003 Cell: 313.757.1986 Name: Derek Alderman	dalderman@builddaily.com
				Axiom Construction Services Group, LLC. 10638 Rushton Road South Lyon, MI 48178	Phone: 248.446.1104 Fax: 248.446.1105 Cell: 248.763.8948 Name: Deib Mougabi	dmougabi@axiomcsgllc.com
				Cedroni Associates 5639 Auburn Utica, MI 48317	Phone: 586.254.7778 Fax: 586.254.4517 Cell: 248.240.0180 Name: Peter Cedroni Richard Cedroni	brian.cai@sbcglobal.net rcedroni@ameritech.net
				Cross Renovation 28563 Pardo Garden City, MI 48135	Phone: 734.612.1451 Fax: 734.744.7254 Cell: Name: Brian Humenay	brian@crossrenovation.com
				Elgin Company 65 Cadillac Square Suite 2102 Detroit, MI 48226	Phone: 313.965.0099 Fax: 313.965.4683 Cell: Name: Karl Murphy, Sr.	elgincompanyinc@yahoo.com
				Envision Builders, Inc. 28036 Oakland Oaks Ct. Wixom, MI 48393	Phone: 248.305.8181 Fax: 248.305.8183 Cell: 810.923.0214 Name: Matt Callanan	mcallanan@envisionbuilders.net
				JCW Construction 155 W. Congress, Suite 400 Detroit, MI 48226	Phone: 313.528.3041 Fax: 313.528.3042 Cell: 586.214.2098 Name: Damani Wallace	Damani.wallace@jcwconstruction.net
				North American Construction Enterprises, LLC. 23812 Harper Ave. St. Clair Shores, MI 48080	Phone: 586.242.5947 Fax: 586.498.9004 Cell: 586.498.9003 Name: Mike Beaugrand	mbeaugrand@nace-intl.com

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PRE-BID MEETING AGENDA

Date: 19 January 2016

Project: **Grosse Pointe Public School System**
Mason Elementary School
Richard Elementary School
Restroom Remodeling – Phase Two
Grosse Pointe South High School
Restroom Remodeling – Phase Four

Agenda

- 1. Welcome**
- 2. Introduction**
 - a. Rich VanGorder - Manager of Buildings and Grounds, phone number on front of plans
 - b. Bob Fradeneck, Building Engineer – Mason Elementary, phone number on front of plans
 - c. Randal Baker, Building Engineer – Richard Elementary, phone number on front of plans
 - d. Mike Torongo, Building Engineer – South High School, phone number on front of plans
 - e. Ehresman Associates, Inc. – Project Architects
 - i. Angela Burke, 248.244.9710 or angela@ehresmanassociates.com
- 3. Contact Information**
 - a. All technical questions should be directed in writing to the Architect (email is preferred). We will direct to an engineer, if required.
 - b. All insurance or accounting questions should be directed to Support Services 313.432.3081.
- 4. Mandatory Meeting**
 - a. Must sign in as the entity submitting the bid.
 - b. Only those attending the meeting will be allowed to bid.
 - c. Make sure the email on the sign-in sheet is legible because email from our office will be the primary means of communication.
- 5. Project Description**
 - a. Remodeling of one (1) boys and (1) girls restroom, including, but not limited to, replacement of all plumbing (piping, fixtures, etc.), mechanical piping (steam and condensate back to the main in the tunnels, radiators), insulation of all piping, ceiling, lighting, fire alarm devices and finishes, side by side at Mason and South, stacked at Richard.
- 6. Review Alternates**
 - a. **None**
- 7. Plans and specifications**
 - a. Contact Engineering Reproductions at 313-366-3390 they will provide instructions for obtaining plans and specifications.
- 8. Addenda**
 - a. All addenda will be posted to the PlanWell site through Engineering Reproduction.
 - b. Addendum #1 will include the Bidder's sign-in, pre-bid meeting agenda, contractor questions.
- 9. Unit Prices**
 - a. **None**
- 10. Bid Due Date**
 - a. 11 February 2016 @ 1:00 pm
 - i. Administration Building, 389 St. Clair, Grosse Pointe, MI 48230
 - b. All restroom projects are due @ 1:00 pm. Bids will be read publicly after this time.
 - c. Three SEPARATE Projects
 - i. Require three separate proposals, bid bonds, etc.

Mason Restroom Remodeling – Phase Two (Project No. 9013)
Richard Restroom Remodeling – Phase Two (Project No. 9113)
GPSHS Restroom Remodeling – Phase Four (Project No. 9213)

11. Type of Bidder

- a. General Contractor

12. Type Bid

- a. Fixed stipulated sum
- b. District is NOT obligated to accept the low bid
- c. Past performance will be a factor in evaluation of bids
- d. District is not likely to award more than one project to a single contractor, but could based on bid evaluation

13. Bid Bond

- a. Submit with the bid in the amount of 5%

14. Performance and Labor Material Bond

- a. Include cost in Base Proposal Amount for 100% of the contract

15. Prevailing Wages

- a. No requirement.

16. Union

- a. No requirement.

17. Schedule:

- a. Anticipated Award Date: **28 March 2016**
- b. Start on Site Operations:
 - i. Mason and Richard **17 June 2016**
 - ii. GPSHS **01 July 2016**
- c. Substantial Completion:
 - i. Mason and Richard **19 August 2016**
 - ii. GPSHS **04 November 2016**
- d. Final Completion not later than:
 - i. Mason and Richard **26 August 2016**
 - ii. GPSHS **11 November 2016**

18. Liquidated Damages Provision

- a. Contractor shall complete the project work and obtain Certificate of Occupancy by the substantial completion date above.
 - i. If the Contractor fails to obtain the Certificate of Occupancy for the project by the completion date above, the Contract Sum payable to the Contractor will be reduced in the amount of \$1000 per day that the issuance of the Certificate of Occupancy exceeds the project completion date.

19. Site Access / Other Work / Staging Area

- a. Staging and work must be contained within the existing project area.
- b. Coordinate with Building Engineer for parking and access to water, electric, etc. if required.
- c. Damage to existing to remain items will be repaired at no additional expense to the Owner.

20. Work Hours

- a. All work is to take place during summer 2016.
- b. Mason and Richard are open from 7:00 am to 3:30 pm.
- c. GPSHS is open from 7:00 am to 11:00 pm
- d. Contractor must comply with the City of Grosse Pointe Farms and/or Grosse Pointe Woods ordinance(s) for working hours. 7:30 am to 6:00 pm Monday through Saturday, 12:00 noon to 6:00 pm Sunday and Holidays.

21. Work by Others

- a. Marble to be removed by Environmental Contractor
 - i. GC to dispose of
- b. Plaster above marble to be removed by Environmental Contractor
 - i. Mason and Richard **ONLY**
- c. Plaster above marble to be removed by GC
 - i. GPSHS, refer to Section 00 110 Special Materials Handling and lead report in the Project Manual
- d. Any ACM (pipe insulation, etc.) to be removed by Environmental Contractor
- e. GC to coordinate CLOSELY between the Plumber and Environmental Contractors

Mason Restroom Remodeling – Phase Two (Project No. 9013)
Richard Restroom Remodeling – Phase Two (Project No. 9113)
GPSHS Restroom Remodeling – Phase Four (Project No. 9213)

22. Cash Allowance

- a. Cash Allowance is ONLY Included for GPSHS. In the event that the projects at the Elementary Schools are not complete on time, the Contractor must furnish and install the Fire Separation Wall, per plans and specs at no additional charge to the owner, in addition to liquidated damages.
- b. Fire Separation Wall – no cash allowance has been included in the project for the construction of a fire separation wall, should the project still be under construction beyond the date of substantial completion.
- c. A Fire Separation Wall will be required by the State of Michigan should construction be on-going beyond the date of substantial completion and will be constructed at no additional expense to the Owner.

23. Call for questions by Bidders

- a. The projects will be submitted to the State for plan review this week.
- b. The State has jurisdiction over School Buildings, no local permits.
- c. The Plan Review fees will be paid for by the Owner.
- d. All permit and inspection fees are to be paid for by the GC.
- e. Weekend work hours and/or extension of week day work hours will be at the discretion of the Owner and scheduled at least 3 days prior.
 - i. The Owner reserves the right to back charge the GC for the cost to open the building late or on weekends, if the GC does not take advantage of the additional time as requested by the GC.
- f. Marble disposal is NOT considered “hazardous material.” However, once demolition is underway, should the GC find a questionable material, they are to inform the Owner immediately and the material will be tested.

24. Walk Site

- a. All GCs are HIGHLY encouraged to return with subcontractors after school hours and investigate the conditions in the tunnels and attic for access, staging, material delivery, etc.

25. Thank You – Adjourned

9013 Mason Restroom Remodeling Phase Two/documents/pre-bid meeting agenda
9113 Richard Restroom Remodeling Phase Two/documents/pre-bid meeting agenda
9213 GPSHS Restroom Remodeling Phase Four/documents/pre-bid meeting agenda