

# **Ehresman Associates, Inc.**

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architects • engineers

## **ADDENDUM**

Project: **GROSSE POINTE PUBLIC SCHOOL SYSTEM**  
Trombly Elementary School  
Greenhouse Stabilization

Project No.: 9115

Date: 07 March 2016

Addendum Number: 3

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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:

### **AIA Document A701-1997 "Instructions to Bidders"**

**CHANGE:** Paragraph 4.3.5  
**FROM:** Submit two (2) copies of bid  
**TO:** Submit two (2) copies of bid, along with an electronic copy (flash drive) of the entire Proposal including, but not limited to, Proposal Form, Bid Security, Contractor Environmental Acknowledgement Form, Familial Relationship Disclosure Form, and Affidavit of Compliance – Iran Economic Sanctions Act Form

### **Section 00 310-Proposal Form**

**CHANGE:** Submittal requirements on Page 5  
**FROM:** Submit two (2) copies of bid  
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9115 Trombly Greenhouse/documents/addendum #3

**PROPOSAL FOR:**           **TROMBLY ELEMENTARY SCHOOL  
GREENHOUSE STABILIZATION**  
820 Beaconsfield  
Grosse Pointe Park, MI 48230

**PROPOSAL TO:**           **GROSSE POINTE PUBLIC SCHOOL SYSTEM  
ADMINISTRATION OFFICES**  
**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](mailto: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:

**ALTERNATE #1:   ELECTRIC ROOF SUPPORTED HEATER**

State the amount to be ADDED TO the Base Proposal Amount to install a supplemental roof supported heater and controls. Refer to the drawings and specifications for further information.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(written sum)

**ALTERNATE #2:   EVAPORATIVE COOLER**

State the amount to be ADDED TO the Base Proposal Amount to install an evaporative cooling system with associated thermostat. Refer to the drawings and specifications for further information.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(written sum)

ALTERNATE #3: HUMIDIFICATION SYSTEM

State the amount to be ADDED TO the Base Proposal Amount to install an oscillating turbo fogger with humidistat controls. Refer to the drawings and specifications for further information.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(written sum)

ALTERNATE #4: IRRIGATION AND MISTING SYSTEMS

State the amount to be ADDED TO the Base Proposal Amount to install a drip irrigation and mist system with controls. Refer to the drawings and specifications for further information.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(written sum)

ALTERNATE #5: ENVIRONMENTAL CONTROL SYSTEM

State the amount to be ADDED TO the Base Proposal Amount to install an environmental control system that coordinates all of the mechanical and electrical system. Refer to the drawings and specifications for further information.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(written sum)

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: April 25, 2016
- B. Start on Site Operations: July 1, 2016
- C. Substantial Completion: \_\_\_\_\_ (calendar days)
- D. Final Completion not later than \_\_\_\_\_ (calendar days)

4. **SUPPLEMENTAL FEES:**

For additional work performed upon instruction of the Owner

- A. BY SUBCONTRACTORS of the Undersigned, add maximum **10%** to the subcontractor's prices for its OH & P; and maximum **10%** for all the charges of the Undersigned for its overhead and profit.
- B. BY PERSONS OTHER THAN THE SUBCONTRACTORS of the Undersigned, the charges will be actual cost of all labor and materials (less all discounts) plus the fee of not more than **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. \_\_\_\_\_  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
Add to or Delete from Base Proposal Amount: \_\_\_\_\_
- B. \_\_\_\_\_  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
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

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.

A. BRICK REPOINTING

To remove and replace deteriorated brick masonry joints.

\$ \_\_\_\_\_ per linear foot (interior joints)

\$ \_\_\_\_\_ per linear foot (exterior joints)

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 late, 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 & 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.

16. 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: \_\_\_\_\_  
\_\_\_\_\_

Submit two (2) copies of bid, along with an electronic copy (flash drive) of the entire Proposal including, but not limited to, Proposal Form, Bid Security, Contractor Environmental Acknowledgement Form, Familial Relationship Disclosure Form, and Affidavit of Compliance – Iran Economic Sanctions Act Form

The Board of Education reserves the unconditional right to waive any informality or irregularity, reject and 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) comparable (similar) projects of similar size and cost, with customer reference. School greenhouse projects preferred.

REFERENCE #1

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Cost: \_\_\_\_\_

Year: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

REFERENCE #2

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Cost: \_\_\_\_\_

Year: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

REFERENCE #3

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 NOTARIZED** 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  
Brian Clark Summerfield  
Lois Valente  
Ahmed Ismail  
Cynthia Pangborn  
Judy Gafa

Superintendent

Dr. Gary C. Niehaus

The following familial relationship is disclosed:

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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

