

August 11, 2017
Detroit Building Authority
Request for Qualifications/Proposals
Renovations and Improvements
Merrill Plaisance
Detroit Police Department
DBA #72-0015

Submitted by:
W-3 Construction Co
7601 Second Avenue
Detroit Michigan 48202
313 875 8000 Office
313 875 4711 Facsimile
www.w3construction.com

**Detroit Building Authority
Merrill Plaisance Renovations
RFQ/Proposal Design Build Services
DBA #72-0015
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SUBMITTED BY: W-3 Construction Company

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**W-3 CONSTRUCTION CO.
GENERAL CONTRACTOR
CONSTRUCTION MANAGER**

**Detroit Building Authority
Merrill Plaisance Renovations
RFQ/Proposal Design Build Services
DBA #72-0015
August 11, 2017**

**ENVELOPE
2
PROPOSAL FORM**

SECTION 6B – PROPOSAL FORM
(ENVELOPE NO. 2 PROPOSAL)

MIKE DUGGAN
MAYOR, CITY OF DETROIT

PROPOSAL FORM

REQUEST FOR QUALIFICATIONS/PROPOSALS
TO SELECT A DESIGN/BUILD CONTRACTOR
FOR THE
RENOVATIONS AND IMPROVEMENTS
TO
MERRILL PLAISANCE
FOR THE
CITY OF DETROIT
DETROIT POLICE DEPARTMENT
(DBA #72-0015)

DPD – Merrill Plaisance – 01

NAME OF PROPOSING ENTITY: W-3 Construction Company

PROPOSING ENTITY ADDRESS: 7601 Second Ave., Detroit, MI 48202

DUNN & BRADSTREET NUMBER (DUNS #): 38-2719237

CONTACT NAME: Walter E. Watson, Jr.

TELEPHONE: 313-875-8000

FAX: 313-875-4711 E-MAIL ADDRESS: w3@w3group.net

DATE: August 11, 2017

This Proposal is hereby submitted to the DETROIT BUILDING AUTHORITY (herein referred to as "the DBA") located within the Detroit Public Safety Headquarters facility, at 1301 Third Street, Suite 328, Detroit, MI 48226.

A. PROPOSAL

The Undersigned, on behalf of the Proposing Entity, certifies to the DBA that the Proposing Entity having examined the documents comprising the DBA's Request for Qualifications/Proposals and having sufficiently inspected the existing Facility hereby tenders to the DBA this Proposal to furnish professional and expert Design/Build Construction Services as set forth and contemplated in the RFQ/P Documents.

B. EXECUTION OF THE AGREEMENT, COMMENCEMENT OF SERVICES

The Undersigned on behalf of the Proposing Entity,

1. Certifies that, by the act of submitting this Proposal, the Proposing Entity is prepared and agrees to execute, without modification, the Design/Build Construction Services Agreement (the Agreement) substantially in the form and content included as Section 8, incorporating the portions of this Proposal deemed appropriate to the DBA.
2. Agrees, pending the DBA's preparation of the Agreement, to start immediately upon receipt of a written Letter of Intent to Award / Notice to Proceed from the DBA, to mobilize and initiate the provision of the Services without delay and to diligently pursue the performance of the Design/Build Construction Services and completion of the Project according to the reasonable schedule requirements of the DBA.

C. INSURANCE & PERFORMANCE / PAYMENT

The Undersigned, on behalf of the Proposing Entity, agrees to provide prior to the execution of an Agreement or upon receipt of Letter of Intent to Award / Notice to Proceed from the DBA, satisfactory proof of insurance required in types and coverage and minimum limits specified in the RFQ/P Documents and proof of ability to secure 100 % performance & payment bonds.

D. ADDENDA

The Undersigned on behalf of the Proposing Entity acknowledges receipt of the following addenda that specify revisions to and are incorporated into the RFQ/P Documents:

Addendum No. 1, dated 8/10/17 Addendum No. dated
 Addendum No. , dated Addendum No. dated

E. PROPOSED DESIGN/BUILD CONSTRUCTION SERVICES AND PRICING:

The Undersigned, on behalf of the Proposing Entity, proposes the following Design/Build Fees, Construction, FFE, and Reimbursable Costs based on the total Project Budget of \$1,390,000.00.

1. **Proposed Design/Build Fee** inclusive of all corporate overheads and profits, subcontractor bonds if required, compensation for services above the Project Manager position.

 N/A % of the Total Construction Project Costs

Alternate Proposed for Design/Build Fee – Fixed Lump Sum \$ 66,191.00

2. **Proposed Reimbursable Design/Build General Conditions** inclusive of all costs related to project staff wages, fringe benefits, taxes & insurance, bonuses, vehicle allowances, Project utilities, Project security, Project offices, office equipment, offices supplies, computers, printers, phones, faxes, and other reimbursable costs required to provide the specified Design/Build Construction Services for the Project, including building permit fees, and start-up commissioning.

\$ 271,369.00 Guaranteed not-to-exceed reimbursable GC costs

3. **Proposed 100% Performance and 100% Payment Bonds** based on total construction budget of \$1,390,000.00

\$ 13,761.00 Guaranteed not-to-exceed

F. EXCEPTIONS TO THE RFQ/P DOCUMENTS

The Proposing Entity takes exception to the following requirements of the RFQ/P Documents (refer to section of the RFQ/P for conditions regarding exceptions stated below):

N/A

G. VOLUNTARY ALTERNATES

The Proposing Entity offers for the DBA's consideration the following Voluntary Alternates. The Proposing Entity acknowledges that the DBA is under no obligation to review, evaluate or accept any Voluntary Alternate, and that the Proposing Entity has not, in any way, relied on or presumed the DBA's acceptance of these Voluntary Alternates in the preparation of this Proposal. The Proposing Entity acknowledges that the offered Voluntary Alternates have no exclusivity or copyright that prohibits the DBA from using any portion or version relative to the solicitation and procurement of Design/Build Construction Services.

N/A

No Proposal shall be considered valid which has not been manually signed in ink in the appropriate space below:

This Proposal is hereby tendered to the Detroit Building Authority on behalf of the Proposing Entity on the 11th day of August, 2017.

The Undersigned, under penalty of perjury, certifies that:

1. I have the legal authorization to bind the Proposing Entity.
2. I have submitted the Qualifications and Proposal of the Proposing Entity in full compliance with this RFQ/P, and I have executed on behalf of the Proposing Entity on the Proposing Entity's letterhead, the following affidavit.

PROFESSIONAL RATES

Professional rates must be submitted attached to the Proposal Sheet. Any additional services requested by the Detroit Building Authority from the architectural/engineering firm will be negotiated between the Detroit Building Authority and the architectural/engineering firm.

CLEARANCES

Firms are required to have the following clearances from the City of Detroit Human Rights Department:

- Property Tax Clearance (See Attached Form Exhibit D)
- Income Tax Clearance (See Attached Form Exhibit E)
- Covenant of Equal Opportunity (See Attached Form Exhibit F)



**W-3 CONSTRUCTION CO.
GENERAL CONTRACTOR
CONSTRUCTION MANAGER**

**Detroit Building Authority
Merrill Plaisance Renovations
RFQ/Proposal Design Build Services
DBA #72-0015
August 11, 2017**

**ENVELOPE
2
BID BOND**

BID BOND

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONNECTICUT 06183**

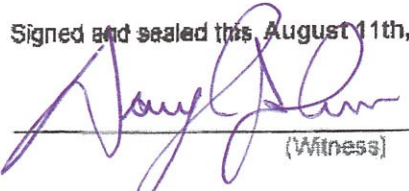
KNOW ALL MEN BY THESE PRESENTS,

That we, **W-3 Construction Company, 7601 Second Avenue, Detroit, MI 48202**
as Principal hereinafter called the Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of
Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter
called the Surety, are held and firmly bound unto **City of Detroit Building Authority, 1301 Third Street, Suite 328, Detroit,
MI 48226**
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Accompanying Bid -----**
(\$ 5%) for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these
presents.

WHEREAS, the Principal has submitted a bid for **Design / Build for Renovations & Improvements to Merrill Plaisance**

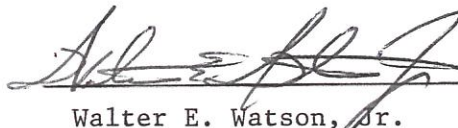
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee, in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this August 11th, 2017



(Witness)

W-3 Construction Company



Walter E. Watson, Jr. (Principal) (Seal)
(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By 

Susan L. Small, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The
language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

S-1889-G (07-97)

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227885

Certificate No. 007030270

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John L. Budde, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin, Terri L. Young, William A. Pirret, and Patrick E. Williams

of the City of Farmington Hills State of Michigan their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of November 2016

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By: Robert L. Rancy, Senior Vice President

On this the 2nd day of November, 2016, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of August, 2017

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.