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# REQUEST FOR QUALIFICATIONS

## Metro Region

### Gordie Howe International Bridge: Commercial and Industrial Property Demolition Project

*Construction Manager / General Contractor (CMGC)*

CS 82194; JN 113693B & 113717B

ISSUE DATE: June 7, 2017

STATEMENT OF QUALIFICATIONS  
DUE DATE: June 30, 2017 at 4:00PM

Addendum #1, issued June 13, 2017  
(changes in red text)



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## **SECTION 1: INTRODUCTION**

The Michigan Department of Transportation (MDOT), Metro Region, is accepting Statements of Qualifications (SOQ's) from entities (Submitters) interested in providing Construction Manager / General Contractor (CMGC) services for pre-demolition work and the demolition of commercial and industrial properties associated with the Gordie Howe International Bridge (GHIB) Project. There are approximately 100 commercial and industrial properties within the project footprint that require demolition. 25 of these properties are currently anticipated to be included in this contract. The project area is generally bounded by the south bound I-75 service drive, Morell Street, West End Street and Jefferson Avenue, in the City of Detroit.

MDOT's intent is to select up to 3 teams to perform CMGC services on this project. Each CMGC will be assigned a number of parcels for pre-demolition and demolition work. See Exhibit B for the anticipated grouping of parcels that will be assigned to a CMGC. MDOT may, at its sole discretion, select a different number of CMGCs based on the content of the SOQs received.

MDOT staff, with the assistance of the MDOT Demolition Owner's Representative Consultant (DORC) and the MDOT Environmental Owner's Representative Consultant (EORC), are in the process of acquiring the properties needed for this project and preparing them for demolition. MDOT will procure a separate Independent Cost Estimator (ICE), with whom MDOT, DORC, EORC and the CMGC will collaborate with throughout the pre-demolition phase of the Project. The CMGC is expected to perform the pre-demolition services outlined in Section 3.2, including evaluation of parcels to identify and minimize risks and to provide demolition plans, environmental mitigation strategies, cost estimates, and recommendations to improve any aspect of the project. The demolition phase includes removal of parcel improvements as specified by MDOT, asbestos abatement and disposal, and potentially the removal, disposal and remediation of environmental and/or hazardous waste materials.

After the salient information for each parcel is developed and assembled, the selected CMGC will prepare and submit a Construction Services Cost Proposal (CSCP), on a parcel-by-parcel basis, in accordance with Section 3.3 in order to begin final price negotiations. Subject to a successful price negotiation with MDOT, the CMGC will be awarded the demolition of that specific parcel and will be responsible to complete the demolition while directly performing at least 30 percent of the work. The remaining portion of work may be completed by subcontractors. If an acceptable CSCP cannot be reached, the demolition of the parcel will be negotiated with another CMGC or advertised following MDOT's normal contractor selection process.

By submitting a Statement of Qualifications (SOQ), Submitters agree to be bound by the requirements outlined in this Request for Qualifications (RFQ), be held to any commitments made in a submitted SOQ and shall satisfy all requirements developed during the pre-demolition phase of the Project. Failure of the Submitter to meet these requirements may result in rejection of the CMGC process for the unresponsive Submitter. At MDOT's sole discretion the Project may be awarded to another Submitter or be advertised following MDOT's normal contractor selection process.

The Project is being completed in compliance with all pertinent FHWA guidelines, thereby requiring

the Submitters to adhere to all pertinent federal, state, and local requirements, ordinances and laws.

## **SECTION 2: PROJECT BACKGROUND**

### **2.1 PROJECT INFORMATION**

Control Section: 82194

Job Number: 113693B & 113717B

The project includes the removal of buildings and other improvements on commercial and industrial properties, utility coordination, railroad coordination, asbestos abatement, site restoration, and potentially the removal, disposal and remediation of environmental and/or hazardous waste materials. After the Pre-demolition phase is awarded, all properties may not be available for immediate access or demolition. Once MDOT has access to a parcel, work including environmental testing, hazardous material surveys and additional property evaluations will begin. The CMGC's work on pre-demolition services will occur both prior to and after MDOT gains access to a parcel. Properties will be released to the CMGC for demolition activities after MDOT has the property rights to perform demolition work and the pre-demolition work is completed on each parcel.

The purpose of utilizing this innovative delivery method is to benefit the public and Project by:

- Providing an expedited demolition schedule
- Effectively dealing with complex environmental issues in a timely manner
- Engaging in the early coordination with utility and railroad companies located in the project footprint.
- Engaging the CMGC Contractor early in the demolition phase of the project, to review test results, to employ effective means and methods for demolition of all the work planned.
- Ensuring the technical feasibility and demolition process planned for each parcel's scope of work by having it reviewed by an experienced team familiar with demolition operations
- Minimizing adverse impacts to both residents and the travelling public.
- Facilitating enhanced communication with area businesses and residents

Utilities include, but are not limited to the following:

- DTE Gas
- Detroit Water and Sewerage Department (DWSD)
- Great Lakes Water Authority (GLWA)
- ITC
- DTE Electric
- AT&T
- Kinder/Morgan pipeline
- Comcast

Depending on the location of a parcel, coordination may be needed with the following railroad interests that are located within the project footprint:

- Norfolk Southern RR
- MC RR
- United Railroad Corporation
- CSX RR
- Riverview-Trenton RR
- Conrail

Based on the scope of the Project and the preliminary estimate, the Submitter must meet the

following MDOT prequalification category:

- G: BUILDING MOVING AND DEMOLITION". Teams are preferred to have a minimum prequalification rating of 5,100. If a CMGC is selected that has a limit below 5,100 G, the work assigned is not anticipated to exceed their limit.

Anyone wishing to perform construction/demolition work on MDOT projects must be prequalified.

~~All applications for contractors to become prequalified will be due by May 4, 2017.~~

Information and forms to become construction prequalified are located at:

[http://www.michigan.gov/mdot/0,4616,7-151-9625\\_21539\\_21545---,00.html](http://www.michigan.gov/mdot/0,4616,7-151-9625_21539_21545---,00.html).

## 2.2 PROJECT MANAGER

Brian Walsh  
MDOT Right-of-Way Division  
Lansing, Michigan  
425 W. Ottawa, Lansing, MI 48933  
Phone: (517)-241-2735  
E-Mail: [WALSHB@Michigan.gov](mailto:WALSHB@Michigan.gov)  
All questions must be e-mailed to the Project Manager.

1. The list of commercial and industrial parcels anticipated to be included in this contract are found in Exhibit B

## 2.3 PROJECT TEAM

The Project Team, as referenced herein, is composed of MDOT staff, the DORC, the EORC, the ICE, the FHWA, the Windsor Detroit Bridge Authority, the CMGC, potentially key subcontractors to the CMGC, and any additional Project stakeholders identified by MDOT during the pre-demolition phase.

## 2.4 PROJECT GOALS

The following project goals are expected to be incorporated into the demolition phase of the project. Failure to address or determine the means to accomplish these goals during the pre-demolition phase may lead to the Project, or a portion of the Project, being completed by another CMGC or by being advertised by MDOT's traditional contractor selection process (low bid) instead of having the project completed by the selected CMGC.

- Find effective means and methods to ensure that each parcel has:
  - All property improvements removed as specified by MDOT.
  - All property improvements removed within the time frames required
  - All asbestos is abated and disposed of properly to appropriate standards
  - All hazardous materials found on the parcel are removed and disposed of properly
  - All environmental hazards are fully remediated in a manner consistent with each

- parcel's due care plan and appropriate regulatory guidelines/rules/standards.
- Engage the local community, businesses and public in order to limit the impacts from the project.

## 2.5 ANTICIPATED PROJECT SCHEDULE (Subject to Change)

Post RFQ	June 7, 2017
SOQ Due	June 30, 2017
Anticipated Notification of Selection of CMGC	July 28, 2017
Pre-Demolition Services Price Proposal Meetings	Approx. 1 week after notification
Pre-Demolition Services Fee Negotiations	Approx. 2 weeks after Price Proposal Meeting
Notice to Proceed/Award of Pre-demolition Phase	Approx. 3 weeks after completing Fee Negotiations
Anticipated Completion of Pre-demolition Phase	August 2020

The following items of work will be determined after the award of the pre-demolition phase of the project and will be based on the availability of access to a specific parcel.

- Development of Demolition Plans and Specifications
- Submission of CSCP for each parcel
- Negotiate Final Price / CSCP for each parcel
- Begin Demolition
- Complete all Demolition Activities
- Construction Letting (if no final price agreement)

## **SECTION 3: PROJECT SCOPE OF WORK**

### 3.1 RESPONSIBILITY

The CMGC is being selected early in the project to join the Project Team. The CMGC is expected to provide the Project Team with demolition and technical experience to assist in project decision-making, ensure the technical challenges are addressed, and provide input on items affecting demolition costs, schedule, constructability and market conditions

### 3.2 PHASE 1 – PRE-DEMOLITION SERVICES

The CMGC shall consult with the Project Team during the pre-demolition phase in order to develop, implement, and maintain a spirit of cooperation and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all. The Pre-Demolition Services Fee described in Section 7.1. The CMGC shall deliver pre-demolition services by performing the following:

- Review and analyze parcel specific information to identify and minimize demolition/schedule risks.

- Review parcel specific documents and reports and offer suggestions with respect to the means and methods, maintaining traffic concepts, and sequencing and staging to improve efficiency and cost effectiveness.
- Review the parcels with MDOT, DORC, and EORC within two weeks of award of the contract and at various intervals throughout the contract duration (see below for the anticipated meetings).
- Provide input to the Project Team regarding current construction/demolition industry practices, labor market, and equipment availability.
- Provide subcontractors, if applicable, with expertise in certain aspects of the proposed work.
- Notify the MDOT Project Manager, in writing, of all problems, conflicts, and/or deficiencies identified during the review and evaluation of the parcel specific information.
- Assist the MDOT Project Manager and Project Team in resolving problems, conflicts, and/or deficiencies identified during the review and evaluation of the parcel specific information.
- Provide demolition estimates, and supporting documentation if requested, when the appropriate level of information is available on each parcel. Unless otherwise approved by MDOT, the estimates will provide a unit price on standard MDOT pay items. If items of work cannot be estimated at these stages, provide a report of what the items are, the reasons a price cannot be estimated, and factors which will impact the item's pricing.
- Provide a written report of items MDOT should consider to improve any aspect of the project. These reports shall be submitted on each parcel, and within a time frame specified by MDOT (typically within 3 work days of the initial request).
- Develop a preliminary Schedule of Values. At a minimum, the Schedule of Values must incorporate the below items unless otherwise approved by MDOT. If proposed, other payment mechanisms will be considered for approval.
  - Be described, in writing, with sufficient detail of the specific work included in the Schedule of Value Item and the limits of the Schedule of Value items so it can be accurately performed, tracked, invoiced and paid
  - Identification of when payment can be requested and payment can be paid
  - Identify the estimated dollar value associated with the Schedule of Value Item
  - Be able to be identified in a CPM Schedule
- Develop a baseline CPM schedule during pre-demolition phase using software agreed to by MDOT.
- Provide a final review and evaluation of the final parcel documents. Provide a written final review of the parcel documents to demonstrate that they have been reviewed and are

reasonable and accurate to complete the demolition of the parcel improvements.

- Provide staff to assist in the pre-demolition phase that will be active and have a lead role in the field during the demolition of the parcel improvements.
  
- Work with MDOT to develop a communication plan within 7 days after the authorization to proceed with pre-demolition services. The communication plan should clearly demonstrate how the CMGC and MDOT will work to convey information and establish a clear line of communication. The plan should also demonstrate how the CMGC and MDOT plan to include all parties with interest in the project, including, but not limited to the public, private utilities, railroads and businesses. The plan will serve as the baseline for communication and will be followed for both the pre-demolition services and during the demolition of the parcel improvements.
  
- The CMGC should expect to attend coordination meetings with the Project Team. The expected meetings are listed below. The frequency of the meetings is subject to change.
  - Preconstruction Meeting (1 for the entire Project)
  - Regulatory/Permit Meetings (4 for the entire project)
  - Initial Parcel Review Meeting (1 for the entire Project)
  - Parcel Specific Review Meetings (4 for each Parcel)
  - Environmental Review Meetings (4 for each Parcel)
  - Preliminary Cost Review Meetings (2 for each Parcel)
  - CSCP Negotiation Meetings (3 for each Parcel)
  - Project Update Meetings (1 each Month)

### 3.3 CONSTRUCTION SERVICES COST PROPOSAL

The CMGC shall submit a Construction Services Cost Proposal (CSCP) for each parcel when MDOT determines all necessary information has been obtained and it has been provided to the CMGC. The CSCP includes all costs to complete the demolition work on a parcel. All costs associated with developing and negotiating the CSCP is included in the Pre-Demolition Service Fee. The CSCP can include three possible payment methods areas; a Guaranteed Maximum Price (GMP), Adjustable Work, and possibly Contingency items.

The GMP contains all items that will be paid based on an agreed upon unit price. The quantity of the work items included in the GMP may increase or decrease as the project is built, however, there will not be an increase in price to the GMP unless there is a scope change that significantly changes the scope of work. The GMP will not be exceeded without approval from the MDOT Project Manager, and only by a written work order. All costs or expenses in excess of the GMP shall be borne by the CMGC, unless adjusted by a previously approved written work order.

Adjustable Work includes items of work that are paid based on an agreed upon unit price and actual quantities of the items used during construction and/or demolition activities. This work shall be used to mitigate significant risks that cannot be accurately quantified during the design.

Contingency items, if used, are used to compensate the contractor for items that cannot accurately be identified and quantified during the design phase.

The CMGC should expect several rounds of negotiations to arrive at an agreed upon CSCP. Negotiation meetings will primarily occur with staff from the CMGC, MDOT's Project Manager, MDOT Construction Engineer, MDOT Innovative Contracting Unit Staff Engineer, the Windsor Detroit Bridge Authority, and FHWA Area Engineer. Additional people, including the DORC, the EORC, the ICE, may be brought into the negotiations if it is agreeable by the CMGC and MDOT.

The CSCP shall include:

- Adjustable Work that may be paid based on an agreed upon unit price and actual quantities.
- Guaranteed Maximum Price (GMP) proposal, including all overhead and profit considered within specified pay items; as well as any subcontracted work. Description of all other inclusions to, or exclusions from, the GMP, including all assumptions and clarifications
- Possible contingency items.
- Lump Sum item costs (i.e.: mobilization, minor traffic devices, etc.) shall be detailed and include breakouts of what the costs include. These breakouts shall detail the costs for the prime and sub-contractors (i.e.: personnel established, expenses, bonding amounts, etc.)
- Construction/Demolition schedule showing the proposed start and finished dates and any significant milestones.
- Contractor Quality Control Plan.
- Clarification of understanding of the EPA/DEQ requirements including adherence to the soil erosion and sedimentation control plan requirements.
- Disadvantaged Business Enterprise (DBE) participation description, if participation is required.

The CMGC shall make available all cost and budget estimates, including bid documents and bidding software files to MDOT.

The CMGC is expected to solicit at least three bids on work that will be subcontracted.

If the MDOT Project Manager and the CMGC cannot agree on a Construction Services Cost Proposal, MDOT reserves the right to terminate the CMGC services without penalty or payment, except payment for Pre-Demolition Services performed to date, and to proceed with negotiations with another CMGC, traditional design-bid-build or other non-traditional delivery methods. Any information provided by the CMGC during the Pre-Demolition phase will be used to develop the

plans and specifications for the letting, or may be provided to another CMGC. Additional information such as meeting minutes, correspondence and other submittals provided during the pre-demolition phase may be provided to bidders if a price cannot be reached.

### **3.4 PHASE 2 – DEMOLITION SERVICES**

The CMGC shall, once the Construction Service Cost Proposal is approved:

- Perform all demolition work, bid any remaining sub-contractor work, and manage all demolition related contracts while meeting the DBE requirements, if required, and other requirements.
- Execute the Quality Control Plan.
- Bond and insure the specified work.
- Address and adhere to all federal, state, and local permitting and environmental requirements.
- Maintain a safe clean and well organized work zone work site.
- Directly perform, with their own forces, the required percent of all demolition work specified in Section 1, excluding any identified specialty items.
- Substantially complete the specified demolition, remediation and restoration work within the timeframe agreed during the pre-demolition phase of the project.
- In the event that the contract is terminated after the award of the demolition phase to the CMGC, the termination procedures in the 2012 MDOT Standard Specifications for Construction shall be followed.

## **SECTION 4: TEAMING PARAMETERS**

### **4.1 ORGANIZATIONAL CONFLICTS OF INTEREST**

Organizational conflict of interest means that because of other activities or relationships with other persons or entities, an Organization:

- Is unable, or potentially unable, to render impartial assistance or advice to MDOT
- Is, or might be otherwise be, impaired in its objectivity in performing the contract work
- Has an unfair competitive advantage

Disclosure, evaluation, neutralization, and management of these conflicts and the appearance of conflicts, is in the interest of the public, MDOT, and the consultant and construction/demolition communities.

Submitters are required to disclose all relevant facts concerning any past, present, or currently planned interests, activities, or relationships which may present an organizational conflict of interest. Submitters shall state how their interest, activities, or relationships, or those of the chief executives, directors, key project personnel, or proposed Consultants may result, or could be viewed as, an organizational conflict of interest. Submit Conflict of Interest Statement (See Exhibit A) with the SOQ. It is recommended to contact the MDOT Project Manager immediately if a conflict of interest is found, or appears to be present, so a course of action can be determined with minimal impact to a Submitter.

If an Organizational Conflict of Interest is determined to exist, MDOT may, at its sole discretion: offer the Submitter the opportunity to avoid or neutralize the Organizational Conflict of Interest; disqualify the Submitter from participation; or, if award has already occurred, declare the Submitter nonresponsive and award the contract to the next highest scoring Submitter, or cancel the contract. If the Submitter was aware of an Organizational Conflict of Interest prior to award of a contract and did not disclose the conflict, MDOT may terminate the contract for default.

#### **4.2 TEAM CONTINUITY AND CHANGES TO ORGANIZATION STRUCTURE**

After submittal of a SOQ, Key Personnel may be not be removed, replaced, or added without the written approval of the MDOT Project Manager. It is expected that Key Personnel presented in the SOQ will be available for the duration of the project. Any changes to Key Personnel will require approval from the MDOT Project Manager and may result in termination of the contract.

To qualify for approval, the written request shall document that the proposed removal and replacement, or addition will be equal to or better qualified than the Key Personnel provided in the SOQ.

#### **4.3 EQUAL EMPLOYMENT OPPORTUNITY**

The Submitter will be required to follow both the State of Michigan and Federal Equal Employment Opportunity (EEO) policies.

#### **4.4 DISADVANTAGED BUSINESS ENTERPRISES**

It is the policy of MDOT that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in part with public funds. Consistent with this policy, MDOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT) assisted contract because of sex, race, religion, or national origin.

MDOT has established a DBE program in accordance with regulations of the DOT, 49 CFP Part 26. It is the Submitter's responsibility to take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum possible opportunity to compete for

and perform the contract. DBE requirements do not apply to Pre-Demolition Services. Use of a DBE during Pre-Demolition services does not apply towards required DBE Percentage.

**Pre-Demolition Phase DBE Percentage: 0%**

**Construction/Demolition Phase DBE Percentage and goals for minority and women will be determined during the Pre-demolition phase, and is anticipated to be 8% to 12%.**

## **SECTION 5: STATEMENT OF QUALIFICATION REQUIREMENTS**

### **5.1 ACCEPTANCE OF EVALUATION PROCESS**

A submission of a SOQ in response to this RFQ indicates the Submitter's acceptance of the evaluation process as detailed in Section 8 and the recognition that subjective judgments must be made by the Selection Committee during the evaluation process and in its final selection.

### **5.2 CLARIFICATIONS AND INTERPRETATIONS**

#### **5.2.1 Answers To Questions**

Submitters are required to direct all contact and questions regarding this RFQ to the Project Manager listed in this RFQ. All requests must be submitted by e-mail only, no later than five (5) business days prior to the Statement of Qualification Due Date. Responses will be publicly posted on the Project Web Site located at [www.michigan.gov/ic](http://www.michigan.gov/ic).

#### **5.2.2 Clarifications Or Interpretations**

Any clarifications or interpretations of this RFQ that affect or change its requirements will be issued by MDOT to the Project Web Site in the form of addenda, response to questions, or meeting notes. Interpretations or clarifications in any other form, including oral statements, will not be binding on MDOT and should not be relied upon in preparing the SOQ.

#### **5.2.3 Addenda**

All addenda issued by MDOT before the Statement of Qualification Due Date, are part of the RFQ, and all requirements shall be incorporating into the SOQ. The Submitter shall acknowledge receipt of each addendum by completing and submitting form CMGC-003.

### **5.3 OBLIGATION OF PARTIES**

The Submitter is solely responsible for ensuring that its SOQ is clear, correct, and consistent. MDOT reserves the right, at its sole discretion (but is not obligated), to:

- Investigate the qualifications of any Submitter.
- Seek or obtain data from any source related to the SOQ.

- Require confirmation of information furnished by a Submitter.
- Require additional information from a Submitter concerning its SOQ.
- Seek and receive clarifications to a SOQ.
- Require additional evidence of qualifications to perform the work.
- Modify the RFQ process.
- Waive minor deficiencies and irregularities in a SOQ.
- Reject any or all SOQ's.
- Cancel, modify, or withdraw the RFQ.
- Issue a new RFQ.

By submitting a SOQ, the Submitter understands and acknowledges the following:

**5.3.1 Assumed Requirements**

The SOQ presented is based on assumed requirements of the proposed Project; and, that MDOT has made no written or oral representations that any such assumed requirements are accurate should a contract arise from the presented SOQ. Submitter is required to qualify all assumptions it makes.

**5.3.2 Cost Of Submission**

All costs incurred by the Submitter as a result of the Submitter's efforts to participate in this selection process shall be at the sole risk and obligation of the Submitter.

**5.3.3 Reimbursement**

MDOT will not provide compensation to the Submitter for any expenses incurred for the SOQ preparation.

**5.3.4 Award Of Contract**

MDOT makes no guarantee that an award will be made as a result of this RFQ, and reserves the right to accept or reject any or all SOQ's, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting contract when deemed to be in the Project's best interest. Representations made within the SOQ will be binding on responding firms, unless otherwise agreed to by MDOT in writing.

## **5.4 COMPLETENESS OF SOQ**

### **5.4.1 Completeness**

Each SOQ should be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of the RFQ. Emphasis should be on completeness, clarity of content, responsiveness to requirements, and an understanding of the Project needs.

### **5.4.2 Compliance**

Failure to comply with the requirements contained in the RFQ may be subject for rejection of the SOQ.

### **5.4.3 Rejection**

Any SOQ that fails to meet the deadline or delivery requirements will be rejected and returned to the Submitter without having been opened, considered, or evaluated.

## **5.5 WITHDRAWAL OR MODIFICATION**

A SOQ may be withdrawn and resubmitted any time prior to the deadline for submitting the SOQ. No SOQ may be changed, amended, or modified after the deadline for submitting the SOQ. No SOQ may be withdrawn after the deadline for submitting the SOQ without a written request by the Submitter stating the reasons for withdrawing the SOQ and acceptance of the request by MDOT. All decisions are at the sole discretion of MDOT.

## **5.6 OWNERSHIP OF SOQ's**

SOQ's and any other information submitted by the Submitters shall become the property of MDOT. All or any part of the proposed Submitter innovation or method may be used or disclosed on this or future projects without obligation or compensation to the Submitter. All information supplied in an SOQ is subject to disclosure per the Freedom of Information Act.

## **5.7 VALIDITY PERIOD**

SOQ's are to be valid for MDOT's acceptance for a minimum of 49 days after the Statement of Qualification Due Date to allow time for evaluation and selection. A SOQ, if accepted, shall remain valid for the duration of the Contract.

## **5.8 SOQ SUBMITTAL INSTRUCTIONS AND FORMAT**

This section describes requirements that all Submitters must satisfy in SOQ. Failure to comply with any of the following by a Submitter may result in the rejection of the SOQ.

### **5.8.1 Due Date, Time, And Location**

SOQ's may be delivered via email or in person to the Project Manager listed in this RFQ.

SOQ's are due by 4:00 P.M. EST, on the date identified as the Statement of Qualifications Due Date located on the Cover Sheet:

MDOT will not accept SOQ's submitted by facsimile.

### 5.8.2 SOQ Format

- **Language:** All information shall be in English.
- **Font:** All narrative text shall be a minimum of twelve (12) points in size and single spaced. The style and size of headings and figures are not prescribed.
- **Page Size:** With the exception of charts, exhibits, and other illustrative material, all information shall be printed on 8.5-inch x 11-inch paper. Charts, exhibits, and other illustrative material may be printed on 11-inch x 17-inch paper, but shall be folded to 8.5-inch x 11-inch and will be counted as one (1) sheet.
- **Page Margins:** Page margins shall be set at 0.75 inches minimum, not including headers or footers.
- **Table of Contents:** Include a Table of Contents that provides page number references.
- **Page Limit:** SOQ's shall not exceed 14 pages in length. Table of contents, staff resumes and required forms are not included in page limits.
- **Dividers:** Section dividers are welcomed, and do not count against the page limit.
- **Binding:** If the SOQ is delivered in person, the paper copy shall remain unbound.
- **Front Cover:** If the SOQ is delivered in person, the front cover of the SOQ shall be clearly labeled with the Project name, along with the Submitter's name.

### 5.8.3 SOQ Submittal Quantities

If the SOQ is delivered in person, each Submitter must provide MDOT with the following:

- **One (1) Original unbound SOQ** – bearing original signatures
- **One (1) Electronic copy of SOQ in PDF format on CD or Flash Drive**

The unbound original and CD/flash drive, shall be placed in one (1) sealed packaged. The outside of the sealed package shall be clearly labeled with the Project name, as well as the name and return address of the Submitter.

If the SOQ is delivered via email, each Submitter must provide MDOT with the following:

- **One (1) Electronic copy of SOQ in PDF format**

The subject line of the email must state “(Contractor Name) SOQ: **GHIB: CMGC Demolition Project**”. Emails received after the time and date specified above will not be accepted.

## **SECTION 6: STATEMENT OF QUALIFICATIONS CONTENT**

### **6.1 QUALITATIVE CRITERIA**

Section 8.3 contains the qualitative scoring criteria that will be used to score SOQ's. Submitters should clearly describe how they meet the needs of the department and criteria described in this section.

### **6.2 BONDING COMPANY LETTER (Pass/Fail)**

Provide a letter from your bonding company that indicates your firm's ability to bond a project of this size.

### **6.3 Form CMGC-001 (Pass/Fail)**

### **6.4 Form CMGC-002 (Pass/Fail)**

### **6.5 Form CMGC-003 (Pass/Fail)**

### **6.6 Conflict of Interest Statement (Pass/Fail)**

## **SECTION 7: PRE-DEMOLITION SERVICES FEE & TERMINATION**

### **7.1 PRE-DEMOLITION FEE**

In accordance to 23 CFR Section 172 and 49 CFR Part 18, compensation for the Pre-demolition work shall be on a Lump Sum basis. Payment shall occur semi-annually with equal payments being spread out over the anticipated term of the Pre-demolition work. . The CMGC must request payment from MDOT prior to MDOT authorizing payment. Pre-Demolition costs must comply with the Federal cost principles to be eligible for participation. In compliance with 23 CFR Section 635.507, the CMGC must provide an indirect cost rate in accordance with the Federal cost principles (as specified in 2 CFR part 200 subpart E) and a letter from an executive or financial officer of the company certifying it was prepared accordingly.

Per 23 CFR Section 635.507, the certification of final indirect costs will read as follows:

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles in 2 CFR part 200 subpart E; and
2. This proposal does not include any cost which are expressly unallowable under application cost principles of 2 CFR part 200 subpart E.

All billings for services must be directed to the Department and follow the current guidelines. The latest copy of the "Professional Engineering Service Reimbursement Guidelines for Bureau of Highways" is available on MDOT's website. This document contains instructions and forms that must be followed and used for billing. Payment may be delayed or decreased if the instructions are not followed.

Payment to the CMGC for services rendered shall not exceed the maximum lump sum amount unless an increase is approved in accordance with the contract with the CMGC.

The selected Submitters will be notified after the SOQ(s) have been reviewed and scored. The selected Submitters will be required to attend a scope verification meeting at a location determined by the MDOT PM and then submit a Pre-Demolition Services Fee. This lump sum price should include all direct costs, overhead and profit required to complete the scope of work outlined in Section 3.2, and include a work plan. The work plan must include a description of their intended level of effort and equivalent cost per hour to review and assist in the development of demolition plans and specifications during the Pre-demolition phase. MDOT will require verification of the costs from the selected Submitter prior to executing a contract.

MDOT reserves the right to negotiate the cost of the Pre-Demolition Services Fee. If MDOT and the selected CMGC cannot agree on a price, hours of effort or number of employees providing these Pre-demolition services, MDOT will begin negotiations with the next highest ranking Submitter(s) from the SOQ scoring process.

## **7.2 TERMINATION OF PRE-CONSTRUCTION SERVICES**

MDOT may terminate the contract with the CMGC if Pre-demolition services and coordination are not provided as negotiated and/or expected, or for convenience. A written 15-day notice will be sent to the CMGC before the services are completed. If the contract is terminated for any reason during the Pre-demolition phase, MDOT will determine if partial compensation for services rendered shall be paid to the CMGC.

## **SECTION 8: EVALUATION PROCESS**

### **8.1 EVALUATION PROCESS**

SOQ's will initially be evaluated to determine if the Submitter has met the minimum requirements ("Pass") on all Pass / Fail evaluation factors. Pass / Fail evaluation factors are outline in Section 8.2. SOQ's will then be scored using the evaluation criteria. If a Submitter receives a "Fail" on any single Pass / Fail requirement, the SOQ will be rated as unacceptable and will not be scored on the evaluation criteria.

Once a SOQ has been determined to meet the minimum Pass / Fail criteria, MDOT will evaluate the SOQ relative to the MDOT Project Goals as described in Section 2.4 and scoring criteria as listed herein to determine the SOQ total score.

The qualitative evaluation score will be determined as follows:

- The MDOT Selection Committee will review each SOQ identifying significant and minor strengths and weaknesses of the Submitter.
- Strengths and weaknesses are defined as follows:
  - Strengths – That part of the SOQ which ultimately represents a benefit to the Project and is expected to increase the Submitter’s ability to meet or exceed the Project Goals. A minor strength has a slight positive influence on the Submitter’s ability to meet or exceed the Project Goals, while a significant strength has a considerable positive influence on the Submitter’s ability to meet or exceed the Project Goals.
  - Weaknesses – That part of the SOQ which detracts from the Submitter’s ability to meet the Project Goals or may result in an inefficient or ineffective performance. A minor weakness has a slight negative influence on the Submitter’s ability to meet the Project Goals, while a significant weakness has a considerable negative influence on the Submitter’s ability to meet the Project Goals.

Based on the identified strengths and weaknesses, the Selection Committee will select an objective rating and select a percent of maximum score in the identified range.

The following rating system will be used in determining the value for each Scoring Element of the SOQ:

- **Excellent (81-100 % of points possible):** The SOQ is considered to significantly exceed the RFQ requirements / objectives in a beneficial way (providing advantages, benefits, or added value to the project) and provides a consistently outstanding level of competency. In order for the SOQ to meet the minimum criteria to be scored as Excellent, it must be determined to have more than one significant strength, additional minor strengths and no appreciable weaknesses. There is a high expectation that the team as proposed, would be successful in delivering the Project to the owner’s satisfaction, and would most likely exceed all Project Goals.
- **Very Good (61-80 % of points possible):** The SOQ is considered to exceed the RFQ requirements / objectives in a beneficial way (providing advantages, benefits, or added value to the project) and offers a generally better than acceptable competency. In order for the SOQ to meet the minimum criteria for consideration to be scored as Very Good, it must be determined to have at least one significant strength, additional minor strengths and no significant weaknesses. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor weakness will result in a higher score. It is expected that the team as proposed, would be successful in delivering the Project to the owner’s satisfaction, and will most likely meet and/or exceed all Project Goals.

- **Good (41-60 % of points possible):** The SOQ is considered to meet the RFQ requirements / objectives and offers an acceptable level of competency. In order for the SOQ to meet the minimum criteria for consideration to be scored as Good, it must be determined to have several strength(s), even though minor and/or significant weaknesses exist. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weakness will result in a higher score. It is expected that the team as proposed, will be able to deliver the Project and meet the Project Goals.
- **Fair (21-40 % of points possible):** The SOQ is considered to contain several minor and/or significant weaknesses, some minor strengths and no significant strengths. The greater the strengths and fewer the minor or significant weakness will result in a higher score. It is expected that the team as proposed, should be able to deliver the Project but may not be able to meet some of the Project Goals.
- **Poor (0-20 % of points possible):** The SOQ is considered to contain significant weaknesses and no appreciable strengths. The SOQ demonstrates a low probability of meeting the RFQ requirements and may be determined to be non-responsive. The fewer the minor or significant weakness will result in a higher score. It is unlikely that the team as proposed would be able to deliver the Project to the owner's satisfaction.

A score will be calculated for each Qualitative Evaluation Criteria by multiplying the percentage of maximum score by the points available.

MDOT reserves the right to conduct an independent investigation of any information, including prior experience, identified in the SOQ by contacting project references, assessing public information, contacting independent parties or other means. MDOT further reserves the right to request additional information from a Submitter during the evaluation of the SOQ.

The Submitter selected to be the CMGC will be the firm whose verified experience and qualifications, as presented in response to this RFQ and reference checks, in the opinion of MDOT, as offering the most experience, expertise, and value to MDOT and the Project. The Selection Committee will review and evaluate the SOQ's throughout the selection process on the following general criteria. It should be noted that this is not a complete list, and should not be considered a "checklist", but rather a reference.

### 8.2 PASS / FAIL EVALUATION CRITERIA

- CMGC-001 Submitter Information
- CMGC-002 Statement of Qualifications Checklist
- CMGC-003 Addenda Acknowledgment
- Bonding Company Letter
- Conflict of Interest Form (See Exhibit A)

### 8.3 QUALITATIVE EVALUATION CRITERIA

#### 8.3.1 UNDERSTANDING OF SERVICE (15 POINTS)

The Submitter shall provide an Executive Summary that includes their understanding of the project and its goals, how those goals will be met through the CMGC process, and a brief narrative describing why they are the “best qualified” to perform the services outlined in this RFQ.

Submitters should describe their ability to provide pre-demolition services and the advantages offered to MDOT and the Project from these services. Submitter should describe their ability to coordinate with MDOT to improve demolition activities and provide input on demolition methods based on their team’s expertise and experience. The submitter should also detail their approach for this coordination.

Submitters should describe their ability to perform the anticipated demolition services for the Project. Identify what are considered to be significant project risks, and how the Submitter can assist in mitigating these risks.

The Submitter should include sufficient information to familiarize reviewers with their project approach and their ability to satisfy the technical and demolition requirements, development of cost estimates including the GMP, and address the public’s concerns related to schedule and access. As part of the Understanding of Service, the Submitter should provide a preliminary communications plan outlining their understanding of how communications between the CMGC and MDOT will occur. The Submitter should also outline their approach to demolition adjacent to railroad property, their coordination and communication plan, and the general risks that should be considered.

High unemployment in the southeast Michigan region has drawn significant attention to major construction projects and the perceived opportunity for construction related employment for local residents. There is an expectation that members of their community can and will participate in the economic opportunities made possible by the infrastructure investment being made in their neighborhoods.

To meet the Project goals, the Contractor must develop a “Local Contractor and Workforce Participation Plan” to be included in the SOQ demonstrating how they will better engage the local community and provide employment opportunities where feasible. It is the expectation that the Contractor will be in close communication with the immediately impacted community regarding construction impacts and concerns, and as a part of this effort, the Contractor should provide employment opportunities to the local workforce in a manner that is consistent with the law. It is preferred that commitments made in this plan are measurable. Nothing in this clause must be construed as requiring the Contractor to establish a local hiring or subcontracting preference.

The “Local Contractor and Workforce Participation Plan” must contain at a minimum:

- a) Provisions for adherence to the MDOT Special Provision for Prompt Payment.
- b) Process for engaging the local community regarding employment opportunities.

c) Process for identifying and engaging local sub-contractors regarding opportunities for work on the Project.

**8.3.2 EXPERIENCE / PAST PERFORMANCE (20 POINTS)**

The Submitter shall provide the firm's past experience on projects with similar scope and complexity. The Submitter should demonstrate how they completed the projects with success in the areas of schedule, safety, quality, cost and maintenance of traffic, including their role in the success of the projects. Describe what work is intended to be self-performed and what items will be bid to prequalified sub-contractors.

Provide experience working on or near railroad facilities, and the coordination efforts implemented by the Submitter.

Provide examples how the Submitter has successfully met DBE requirements and how they have successfully developed local contractor and workforce participation plans.

If your organization has defaulted or failed to complete a project in the last five (5) years, please list each project this applies to and the reasons why for each.

**8.3.3 WORK ZONE & WORKSITE SAFETY (10 POINTS)**

The Submitter shall discuss and describe how work zones and worksite accidents can be minimized or mitigated.

**8.3.4 SCHEDULE MANAGEMENT (20 POINTS)**

The Submitter shall provide information that will demonstrate how they could reduce and/or improve the overall demolition schedule. MDOT's desire is to expedite the demolition schedule while completing the work in an effective manner and reducing impacts to the public. Scoring will be greatest to those Submitters who provide a clear understanding and provide information on how they expect to meet these goals and demonstrate how their input during the design will be beneficial to MDOT's schedule goals.

**8.3.5 QUALIFICATIONS OF KEY STAFF (20 POINTS)**

The Submitter shall list the team's key staff members and their qualifications, roles and responsibilities with projects of similar scope, schedule and complexity. The Submitters should clearly identify the roles of key staff during all phases of the project. The Submitter should demonstrate how communication will occur with internally staff, subcontractors, MDOT, and MDOT's consultants. It is expected that CMGC staff that are part of the pre-demolition phase will be active during the demolition phase.

Name the key personnel and describe their role in the Project, experience on similar projects, and experience on other projects that successfully integrated design/development and demolition activities.

Provide an organizational chart for the Project with names of key individuals each for the following:

- Pre-Demolition Services (Prime and Subcontractors, if any)

- Demolition Services (Prime and any known subcontractors. If Subcontractors are not known or identified, please describe the approach used to select Subcontractors)

Provide resumes for key personnel of the prime and any subcontractors shown on the organization charts. Resumes will not count toward the page limit of a SOQ

#### **8.3.6 INNOVATIONS (15 POINTS)**

The Submitter shall list any potential innovations and innovative approaches to completing the project. At a minimum, innovations should specifically address how the Submitter expects to provide input into the design to improve the project and what can be done to expedite the demolition schedule and reduce costs.

#### **8.4 QUALITATIVE SCORE & SELECTION**

Selection will be based on the Submitters with the highest total combined score (100 possible points).

**Exhibit A: Conflict of Interest Statement.**

CONFLICT OF INTEREST STATEMENT

\_\_\_\_\_ (Prime Contractor Name) certifies that it has read and understands the following:

The PRIME CONTRACTOR, its team members, and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of the services under this Contract. "Affiliate" means a corporate entity connected to the PRIME CONTRACTOR through common ownership. "Team member" means any known entity the PRIME CONTRACTOR intends to be in a contractual relationship with to complete the work associated with the project. The PRIME CONTRACTOR, its team members, and its Affiliates agree not to provide any services to any entity that may have an adversarial interest in the project, for which it has provided services to the DEPARTMENT. The PRIME CONTRACTOR, its team members, and its Affiliates agree to disclose to the DEPARTMENT all other interests that the PRIME CONTRACTOR, its team members, or sub consultants have or contemplate having during each phase of the project. The phases of the project include, but are not limited to, planning, scoping, early preliminary engineering, design, demolition, and construction. In all situations, the DEPARTMENT will decide if a conflict of interest exists. If the PRIME CONTRACTOR, its team members, and its Affiliates choose to retain the interest constituting the conflict, the DEPARTMENT may terminate the Contract for cause in accordance with the provisions stated in the Contract.

- Certification for Subject Project: Based on the foregoing, the PRIME CONTRACTOR certifies that no conflict exists with the subject project for it, or any of its team members and/or Affiliates
  
- Disclose of Conflict with Subject Project: Based on the foregoing, the PRIME CONTRACTOR certifies that a potential conflict does or may exist with the subject project for it, and/or any of its team members and/or Affiliates. The attached sheets describe the potential conflict

This form, and any attachments, must be certified by a person from the PRIME CONTRACTOR who has contracting authority.

Certified by: Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit B: Anticipated Parcel Packages (Subject to Change)**

Commercial/Industrial Package #1 – note: contains properties adjacent to railroads

<b><u>Parcel Type</u></b>	<b><u>Parcel No.</u></b>	<b><u>Address</u></b>
IND	5691	111 Military
IND	5348	340 S Livernois
COMM	5698	151 Military
IND	5005	7701 W Jefferson
IND	5460_COMB	136 S Military
IND	5675	6201 Hussar St

Commercial/Industrial Package #2

<b><u>Parcel Type</u></b>	<b><u>Parcel No.</u></b>	<b><u>Address</u></b>
IND	5646	1011 Morrell
IND	5091	320 S Military
IND	5351	409 S Livernois
IND	5320	7106 South
IND	5323	251 S Waterman
IND	5417	260 S Crawford
IND	5112	5840 W Jefferson
COMM	5119	5824 W Jefferson
IND	5455	131 S Livernois
IND	5433	301 S Cavalry
IND	5447	200 S Rademacher
IND	5458	131 S Dragoon

Commercial/Industrial Package #3

<b><u>Parcel Type</u></b>	<b><u>Parcel No.</u></b>	<b><u>Address</u></b>
IND	5662	7937 W Fort
IND	5350	303 S Livernois
IND	5234	537 S Post
IND	5404	428 S Campbell
IND	5410	274 S Waterman
COMM	5144_COMB	605 S Post
COMM	5029_COMB	659 S Post

Note that MDOT has the right to add, remove or edit the parcels listed in each package.

**Exhibit C: Forms: CMGC 001, CMGC 002, CMGC 003**

REQUEST FOR QUALIFICATIONS

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**CMGC-001 SUBMITTER INFORMATION**

**Project:** \_\_\_\_\_

**Name of Submitter:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contract Person:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**CMGC-002 STATEMENT OF QUALIFICATIONS CHECKLIST**

**Project:** \_\_\_\_\_

**Name of Submitter:** \_\_\_\_\_

- Qualitative Scoring Criteria
- CMGC-001 – Submitter Information\*\*
- CMGC-002– Statement of Qualifications Checklist\*\*
- CMGC-003 – Addenda Acknowledgment\*\*
- Bonding Company Letter\*\*
- Conflict of Interest Statement (See Exhibit A)\*\*

**\*\*NOT INCLUDED IN SOQ MAXIMUM PAGE COUNT**

REQUEST FOR QUALIFICATIONS

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**CMGC-003    ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

**Project:** \_\_\_\_\_

**Name of Submitter:** \_\_\_\_\_

Receipt is hereby acknowledged of the following addenda by MDOT to this RFQ by entering "YES" or "NO" below and indicating the date received:

<u>Addendum No.</u>	<u>Received</u>	<u>Date Received:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)