

ADDENDUM NO. 03

**Outbound & Inbound Baggage Handling System**

PROJECT NO. A044-09002-03 & A042-06415

OFFICIAL NOTICE NO. 6751

GENERAL MITCHELL INTERNATIONAL AIRPORT  
Milwaukee County, Wisconsin

Prepared By: MILWAUKEE COUNTY DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
Airport Engineers - Telephone 414-747-5320  
5300 South Howell Avenue  
Milwaukee, Wisconsin 53207

DATE OF ADDENDUM: September 11, 2012

BIDS CLOSE: 2:00 P.M., WEDNESDAY, September 19, 2012 (Revised)

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TO ALL BIDDERS:

Each bidder shall read this Addendum in its entirety to determine to what extent his proposal and the contract conditions will be affected. This Addendum to the Contract Documents is issued to modify, explain, or correct the original documents and is hereby made part of the Contract Documents.

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RECEIPT - Sign the following receipt and attach to submitted Proposal Form.

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Receipt of Addendum No. 03, consisting of twenty-three (23) pages, for Outbound & Inbound Baggage Handling System, Official Notice No. 6751, at General Mitchell International Airport, Milwaukee, Wisconsin, dated September 11, 2012 is acknowledged.

Date \_\_\_\_\_

Firm \_\_\_\_\_

Per \_\_\_\_\_

Address \_\_\_\_\_

## OUTBOUND AND INBOUND BAGGAGE HANDLING SYSTEMS

Project No. A044-09002-03 (Contract 1)  
and Project No. A042-06415 (Contract 2)

### GENERAL MITCHELL INTERNATIONAL AIRPORT

5300 SOUTH HOWELL AVENUE  
MILWAUKEE WISCONSIN 53207

#### TO ALL DOCUMENT HOLDERS:

This addendum is issued to modify, explain or correct the Bidding Documents issued for the referenced projects. Attach this addendum or transfer its information to the documents in your possession. Acknowledge receipt of this addendum in the appropriate places on the Bid Forms. Each Bidder shall carefully read all items in their entirety and thoroughly examine the Contract Documents to determine to what extent the addendum affects the Bids.

#### PART 1 - BIDDER'S CLARIFICATIONS

##### 1.1 CONTRACT 1 AND 2 - OUTBOUND AND INBOUND BAGGAGE HANDLING SYSTEM

- A. Reference Section 00 20 00 INSTRUCTIONS TO BIDDERS, Page 3, Article 7.5. Please confirm Bid Form Alternate #1 and Alternate #2 are optional and the Bidder may elect to No Bid these Alternates.

**Response:** See the revision indicated in Part 2, Item 2.1 (page 7) of this Addendum.

- B. Reference Section 00 20 00 INSTRUCTIONS TO BIDDERS, Page 4 - Article 8 - Please confirm the Bid Submission list includes all items required to be included in the sealed envelope.

**Response:** Correct.

- C. Reference Section 00 20 00 INSTRUCTIONS TO BIDDERS, Page 5 - Article 12.1 - Please confirm Bid Form Alternate #1 and Alternate #2 are optional and the contract award will not consider these Alternates in determining the Lowest Bid.

**Response:** Correct.

- D. Reference Section 00 20 00 INSTRUCTIONS TO BIDDERS, Page 5 - Article 12.1 - Please confirm the "Lowest Bid" is determined by adding the TOTAL BASE BID CONTRACT 1 and TOTAL BASE BID CONTRACT 2.

**Response:** See Addendum #1.

- E. Reference Section 00 40 00 BID FORM, Page 5 - Commencement and Completion of Contract - Please clarify/modify the number of Days from NTP to Substantial Completion for both Contracts. At the Pre-bid meeting, requests were made for the Airports schedule information for both contracts. Additionally it was noted at the Pre-bid meeting for Contract 1 the 378 "calendar" days should have read "working" days. Please clarify &

modify. (Contract 1 is shown as 493 Calendar days on the Pre-bid presentation schedule.)

**Response: See Addendum #1 (Calendar days is correct).**

- F. Reference Section 00 40 00 BID FORM, Page 5 – Regarding the above schedule information request, please provide information regarding the expedited approval process alluded to at the Pre-bid meeting in order to meet the schedule goals. How many days should we base our plan for approvals?

**Response: Contract 1 - The contractor should anticipate a 10 day turn around on submittals. Contract 2 – Refer to Division 1, 01 33 00-3, 1.5, C – Submittal Procedures, Processing Time: The initial turn around time varies from 15-21 calendar days.**

- G. Reference Section 00 40 00 BID FORM, Miscellaneous Allowances – Please confirm that design work related to BHS system changes/modifications are direct costs and will not be considered as indirect costs included in the Markup Percentage Fee. [Ref. General Provisions Section 90a Exhibit A: Change Orders, Extra Work and Claims – Article 6.]

**Response: Correct.**

- H. Reference Section SPECIAL PROVISIONS – CONTRACT 1, Page 3 – Article 5A – Phase Definitions – Please confirm testing of the Matrix in Phase 1 does not include the TSA Testing such as TRR and ISAT and excludes Rate testing. It is understood the EDS machines will be placed in by-pass mode for operations during Phases 2-5

**Response: Correct.**

- I. Reference Section SPECIAL PROVISIONS – CONTRACT 1, Page 6 – Article 13 – In regard to the “vacuum sweeping equipment”, please confirm that the “Contractor” referred to in the first sentence of the second paragraph, is the General Construction Prime Contractor not the Baggage Handling System Contractor.

**Response: Correct.**

- J. Reference Section SPECIAL PROVISIONS – CONTRACT 1, Page 7 - Article 14 – Barricades - Please confirm the General Construction package includes the referenced barricades, temporary closure markings, fencing etc. as listed in this article.

**Response: Correct.**

- K. Reference Section SPECIAL PROVISIONS – CONTRACT 1, Page 8 - Article 15 – Construction Area Access - Please confirm the General Construction or the Airport provides the Access and any required Guards.

**Response: Correct.**

- L. Pre-bid walk-through discussion. Please confirm the tug access doors will be replaced by others with coiling doors prior to the BHSC's completion of Phase 1.

**Response: Correct.**

- M. Bid Due date. We respectfully request a minimum of 5 additional working days to finalize our bid.

**Response: See Addendum Number 2 for the revised Bid Date.**

## 1.2 CONTRACT 1 - OUTBOUND BAGGAGE HANDLING SYSTEM

- A. Reference Section 34 77 16.19, PART B, OUTBOUND BAGGAGE HANDLING SYSTEMS, CONTRACT 1, Page 98 Paragraph 3.03 Load Testing – Please confirm Load Testing is not required of the existing Make-up Units.

**Response: Load testing will not be required for the existing make-up units.**

- B. Reference Section 34 77 16.19, PART B, OUTBOUND BAGGAGE HANDLING SYSTEMS, CONTRACT 1, Page 18 Paragraph 1.08.A.1 Spare Parts – This section states, “The CONTRACTOR shall include in their price, as a separate line item, an allowance, as specified in bid documents, towards the purchase of an initial spare parts complement.” The Bid Form does not include a specified allowance for spare parts. Please add this to a revised Bid Form or confirm the \$500,000 Miscellaneous Construction Allowance will be used for this purpose.

**Response: The Bid Form for Contract 1 will be modified to add a spare parts allowance. See Part 2, Item 2.2 of this Addendum and the new Bid Form attached to this Addendum.**

- C. Reference Section 34 77 16.19, PART B, OUTBOUND BAGGAGE HANDLING SYSTEMS, CONTRACT 1, Page 90 Paragraph 3.01.G.3 Ceiling Attachments – Regarding Fire Proofing and Patching. During the Pre-bid walk through this work was discussed and it was stated that Fire Proofing and Patching would be by others. Please confirm.

**Response: Correct.**

- D. Reference Section 34 77 16.19, PART B, OUTBOUND BAGGAGE HANDLING SYSTEMS, CONTRACT 1, Page 37 Paragraph 2.04.K 3 Output Signals – Regarding the Security System. Please confirm the General Contractor’s scope includes connections from the Owner’s security system to the fire/security door interface box relays.

**Response: BHS Contractor will be responsible for all hook-up and connections for the new fire/ security doors.**

- E. Reference Section 34 77 16.19, PART B, OUTBOUND BAGGAGE HANDLING SYSTEMS, CONTRACT 1, Page 73 Paragraph 2.10 CONTROL SYSTEM, D 4.e PLC Hardware, This states, “For every type of PLC module the CONTRACTOR shall provide a spare module in a reasonably accessible space. These spares shall include but not limited to each type of CPU, I/O module, communication module and power module.” Please clarify:

- a. Does the warm back-up PLC equipment satisfy this requirement?

**Response: No, the warm back-up does not meet this requirement.**

- b. If not, are these spares part of the spare parts allowance specified elsewhere?

**Response: These spare parts will be handled as part of the spare part allowance.**

- F. PART B, OUTBOUND BAGGAGE HANDLING SYSTEMS, CONTRACT 1, Please confirm that the total number of training hours to be included is 40 hours for Operations and 40 hours for Maintenance. [Not 40 hours for each am and pm session.]

**Response: 40 hours for Operations and 40 hours for Maintenance, not 40 hours per shift.**

- G. Reference CONTRACT 1 DRAWINGS, OUTBOUND BAGGAGE HANDLING SYSTEM: Drawing, BM-404. For the ME conveyor line, are VFD’s required on queue conveyors?

**Response: See Part 3, Item 3.2 for Drawing Revision.**

- H. Reference CONTRACT 1 DRAWINGS, OUTBOUND BAGGAGE HANDLING SYSTEM: Drawing, BM-403. For the CLM conveyor line, are VFD's required on the tracked conveyors between the ATR and the divert point to the make-up?

**Response:** See Part 3, Item 3.1 for Drawing Revision.

- I. Reference CONTRACT 1 DRAWINGS, OUTBOUND BAGGAGE HANDLING SYSTEM: Drawing, BE-100, Convenience Outlets Note 1. We are not aware of any NEC Code that specifies any dimensions for placement of convenience outlets for commercial or industrial applications. Please provide the quantity and locations of the desired convenience outlets in the matrix and make-up area.

**Response:** Outlets are covered in the General Construction project.

- J. Reference CONTRACT 1 DRAWINGS, OUTBOUND BAGGAGE HANDLING SYSTEM: Drawing, BE-111, Note 2 asks for an additional SSD-1 in the OSR Control Room. Is this the same SSD-1 mentioned in Section 34 77 16.19 - 2.11.A page 76? [i.e. are one or two SSD-1's required in the OSR Control Room?]

**Response:** Only one SSD-1 is required in the OSR Room.

- K. Reference CONTRACT 1 DRAWINGS, OUTBOUND BAGGAGE HANDLING SYSTEM: Drawing, BE-111 Key Note 1 states that "All existing conveyors and Make-Up Units to be re-controlled with new control stations and photoeyes." Can the BHS electrical subcontractor assume there is access to replace and re-wire the existing equipment per the specification without disassembly of the TC stainless steel conveyor back panel? If no, please describe what additional work may be required.

**Response:** BHS Contractor should assume that the TC stainless will need to be removed in order to re-control this area.

- L. Please approve the Vertical Sorters as manufactured by G&T Conveyor Company (see attached cut sheet)

**Response:** Request for substitutions will be considered after bid award with the successful bidder. All bids shall be in compliance with the contract documents.

- M. Please approve the Powered Face Diverter as manufactured by G&T Conveyor Company (see attached cut sheet)

**Response:** Request for substitutions will be considered after bid award with the successful bidder. All bids shall be in compliance with the contract documents.

- N. Please approve the Slope Plate Claim carousel as manufactured by The Horsley Company (see attached cut sheet)

**Response:** Request for substitutions will be considered after bid award with the successful bidder. All bids shall be in compliance with the contract documents.

- O. Please approve the 45 degree Merge as manufactured by The Horsley Company (see attached cut sheet)

**Response:** Request for substitutions will be considered after bid award with the successful bidder. All bids shall be in compliance with the contract documents.

- P. Please send us editable PDF documents of the bid forms that do not contain the "SAMPLE" watermark.

**Response:** Correct. A new Bid Form is attached to this Addendum No. 3.

- Q. Slide 11 of the pre-bid presentation states Contract 1 award is October 15, 2012 and Target Completion of Contract 1 is May 1, 2014. This represents a 564 calendar day duration. Page 5 of Addendum 1 states the duration of Contract 1 shall be 493 calendar days. Please clarify this conflict.

**Response:** See Addendum 1. Clarification: 493 calendar days is to an operational and tested BHS system. 564 calendar days includes additional facility work (Non-BHS Contractor).

- R. Please confirm DBE participation percentages do not apply towards the Construction, Permit or Spare Parts Allowances.

**Response:** DBE participation is determined as a percentage of the dollar value of the base bid, initial offer or initial scope of work. Verification of DBE participation shall be based upon total contract award.

- S. Please confirm labor to porter live bags will be provided by others.

**Response:** The labor to porter bags will be provided by others. This is not part of the BHS contractor's scope of work.

### 1.3 CONTRACT 2 - INBOUND BAGGAGE HANDLING SYSTEMS

- A. Reference Contract 2 Baggage Claim Building Remodel - Baggage Handling System - Part C. Reference Section 01. Please confirm the General Contractor is responsible for:
- Temporary conditions such as, roofing, way finding, enclosures, barriers, barricades and partition
  - Relocating airlines, Alternate bids, mock-ups, and snow removal.
  - Overall project phasing and general construction and remodel work.

**Response:** Yes, the General Contractor will be responsible for the items indicated above.

- B. Reference Section 1450000.1.7.A Warranty. Please clarify the Parts and Labor Warranty Period. This paragraph states 18 months and 12 months.

**Response:** See Part 2, Item 2.5 (Page 7) for revision.

- C. Reference Section 1450000.2.6.G.2. Please confirm the General Contractor is responsible for providing and installation of the Baggage Information Displays.

**Response:** See Addendum 1, Part 2.7 and Addendum 1, Part 3.1.

- D. Reference Section 1450000.1.4.A.8. Scope of Work - Please identify any required third party inspections for the BHS that may not be included in the Permit Allowance.

**Response:** None. Permit allowance is for reimbursement to the contractor for costs associated with building and electrical (or other) fees required by the City of Milwaukee for permits and inspections of the work.

- E. Reference Drawing, B102. Are Stop/Start control stations required at the conveyor crossovers?

**Response:** Yes, Stop/Start control stations required at the conveyor crossovers.

- F. Reference Drawing, B503 Detail 6. It is not clear what the transitions should be when the lighting stops prior to the 180 radius. Please clarify. Additionally, would it be possible to plan on the plywood decking underneath the inside S.S Channel? Please advise.

**Response:** See Part 3, Item 3.3 (page 8) for Revision.

- G. Page 15 of the 145000 "INBOUND BAGGAGE HANDLING SYSTEMS" technical specification contains a list of additional deliverables to be included with our proposal. Can these be submitted by the lowest responsive bidder after the bid opening or must they be provided with our bid proposal?

**Response: See Part 2, Item 2.5 (below) for Revision.**

## **PART 2 - REVISIONS TO THE PROJECT MANUAL FOR CONTRACT 1 AND CONTRACT 2**

### **2.1 SECTION 00 20 00 INSTRUCTIONS TO BIDDERS CONTRACT 1 AND CONTRACT 2**

- A. Page 3, Article 7.5: Delete Article 7.5 as follows in its entirety: "7.5 Bid requested alternatives. If no change in Base Bid is requested. Enter "No Change". Failure to bid Alternatives will be cause for rejection of bid."

### **2.2 SECTION 00 40 00 BID FORM - CONTRACT 1 AND CONTRACT 2**

- A. DELETE the BID FORM in its entirety and REPLACE with the new BID FORM attached to this Addendum No. 3.

**NOTE:** For your convenience, all the bid documents have been attached and should be printed on canary yellow paper for submission.

### **2.3 SECTION 00 80 00 SUPPLEMENTARY CONDITIONS - CONTRACT 2**

- A. Page 8, Article 9.3, subparagraph .6: DELETE "the total retainage be more than 10%" and REPLACE with "the total retainage be more than 5%"

### **2.4 SECTION GENERAL PROVISIONS - FEDERAL, 90-06 PARTIAL PAYMENTS - CONTRACT 1**

- A. Page 5 of 6, paragraph 3: REPLACE "10 percent of such total amount will be deducted and retained by Milwaukee County until the final payment is made. The balance (90 percent)" with "5 percent of such total amount will be deducted and retained by Milwaukee County until the final payment is made. The balance (95 percent)"

### **2.5 SECTION 14 50 00 - INBOUND BAGGAGE HANDLING SYSTEM**

- A. Page 14 50 00-23, 1.7, A: Change the sentence from: "The BHS labor and material warranty period shall be 18 months..." to "The BHS labor and material warranty period shall be 12 months..."
- B. Page 14 50 00-15: Delete 1.6, B, 2, 1 and renumber remaining notes.
- C. Page 14 50 00-15: Move 1.6, B, 2, 1 to 1.6, C, 1..
- D. Page 14 50 00-15: Add 1.6, B 2, n: Submit proposed conveyor BG width for each system.

## **PART 3 - REVISIONS TO THE DRAWINGS**

### **3.1 CONTRACT 1 DRAWINGS, OUTBOUND BAGGAGE HANDLING SYSTEM: DRAWING, BM-403**

- A. Add VFDs to CLM-11, 12, 13, 14 and OSRCL-10. Add Brake Motors to CLM-15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.

**3.2 CONTRACT 1 DRAWINGS, OUTBOUND BAGGAGE HANDLING SYSTEM: DRAWING, BM-404**

- A. Add VFDs to the ME conveyor line. (ME-01, 02, 03, 04, 05, 06, 07, 08, 09)

**3.3 CONTRACT 2 DRAWINGS, INBOUND BAGGAGE HANDLING SYSTEM: SHEET B503**

- A. Detail 6: Add the following note to drawing: "Provide stainless steel cap at each end of the lighting channel to close off the channel. All stainless steel edges shall be finished smooth. Continue plywood decking underneath the lighting channel; light shall remain in the same relation to fascia height to maintain the view angle. Increase the overall height of the fascia to 6" instead of 5". Adjust the typical fascia height as required to cover the plywood deck extension to the carousel edge.

END OF ADDENDUM NO. 3

**SECTION 00 40 00 - BID FORM**

**Outbound Baggage Handling Systems**  
**&**  
**Inbound Baggage Handling Systems**

Project No. A044-09002-03 (Contract 1) & A042-06415 (Contract 2)

Bids Due: 2:00 P.M. Wednesday, **September 19, 2012**

Contract 1: Outbound Baggage Handling Systems

Contract 2: Inbound Baggage Handling Systems

At the Office of: MILWAUKEE COUNTY CLERK  
Room 105 - Courthouse  
901 North 9th Street  
Milwaukee, Wisconsin 53233

We, \_\_\_\_\_  
(A Corporation)(A Partnership)(An Individual)-(Cross Out Inapplicable)

of \_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone No. Fax Number email address

hereby agree to execute contract and furnish a satisfactory surety bonds in the amount specified to complete the above projects in strict accordance with Contract Documents dated July 16, 2012 for Contract 1 and Contract 2.

**CONTRACT 1: (Project A044-09002-03) Outbound Baggage Handling Systems**

Base Bid: All Work, excluding the following items to be covered in the various bid alternates:

1. Mobilization \$ \_\_\_\_\_  
(In figures)

2. General Conditions (i.e. Tech Support, Project Management, Training, etc.)  
\$ \_\_\_\_\_  
(In figures)

3. Mechanical and Electrical Engineering including Document Submission for Approval  
\$ \_\_\_\_\_  
(In figures)

A044-09002-03 (CONTRACT 1) AND  
A042-06415 (CONTRACT 2) MILWAUKEE COUNTY PROJECT NUMBERS  
**GMIA OUTBOUND AND INBOUND BAGGAGE HANDLING SYSTEMS**  
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**JULY 16, 2012**

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- 4. CBIS/BHS Manufacturing \$ \_\_\_\_\_  
(In figures)
- 5. CBIS/BHS Installation \$ \_\_\_\_\_  
(In figures)
- 6. Controls (Programming/Integration) of CBIS/BHS  
\$ \_\_\_\_\_  
(In figures)
- 7. CBIS/BHS Commissioning and iSAT Support  
\$ \_\_\_\_\_  
(In figures)
- 8. Misc. Construction Allowance \$ 500,000.00  
(In figures)
- 9. Permit Allowance \$ 5,000.00  
(In figures)
- 10. Spare Parts Allowance \$ 480,000.00  
(In figures)

**TOTAL BASE BID CONTRACT 1:** \_\_\_\_\_  
(In words)

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(In figures)

**A. Sub-Contractors and Cost Breakdown**

Furnish the name of each subcontractor and the cost of their work. Include mark-up % for work being subcontracted out.

Proposed Subcontractors:

- 1. Mechanical
  - a. Contractor: \_\_\_\_\_
  - b. Cost: \_\_\_\_\_
  - c. Mark-Up %: \_\_\_\_\_

A044-09002-03 (CONTRACT 1) AND  
A042-06415 (CONTRACT 2) MILWAUKEE COUNTY PROJECT NUMBERS  
**GMIA OUTBOUND AND INBOUND BAGGAGE HANDLING SYSTEMS  
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JULY 16, 2012**

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2. Electrical

- a. Contractor: \_\_\_\_\_
- b. Cost: \_\_\_\_\_
- c. Mark-Up %: \_\_\_\_\_

3. Controls

- a. Contractor: \_\_\_\_\_
- b. Cost: \_\_\_\_\_
- c. Mark-Up %: \_\_\_\_\_

4. Mechanical

- a. Contractor: \_\_\_\_\_
- b. Cost: \_\_\_\_\_
- c. Mark-Up %: \_\_\_\_\_

B. ALTERNATE PRICES

An Alternate Price shall include all costs associated with the changes, omissions, additions or other adjustments to the Work of this Bid Package (Contract), which are described in the Alternate, or are reasonably inferable there from. Claims for extras resulting from changes caused by the acceptance or rejection of any Alternate will not be allowed. Alternate prices shall also include all costs of overhead, profit and bond costs associated with the work of the Alternate, whether additive or deductive.

The Drawings, Specifications and other Contract Documents shall be considered appropriately modified by either the acceptance or rejection of the various Alternates. The Owner and the Construction Manager expressly reserve the right to accept or reject any, or all, Alternate Prices, and in any sequence. Acceptance or rejection of any Alternate does not relieve the Bidder of timely completion of the Work within the time periods indicated.

- a. **Alternate #1:** Per the attached Contract and Scope Document, provide a lump sum price for annual BHS/CBIS operations and maintenance services. This alternate will remain valid for acceptance for a period of 12 months, from bid date.

\$ \_\_\_\_\_ **ADD**  
(In figures)

A044-09002-03 (CONTRACT 1) AND  
A042-06415 (CONTRACT 2) MILWAUKEE COUNTY PROJECT NUMBERS  
**GMIA OUTBOUND AND INBOUND BAGGAGE HANDLING SYSTEMS**  
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**JULY 16, 2012**

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- b. **Alternate #2:** BHS Contractor may provide an alternate price for self performing the programming and integration of the Outbound Baggage Handling System. The price provided shall show the amount to be added to or deducted from the bidder's base bid. The BHS Contractor shall show that the controls entity internal to their own company meets the same the qualifications outlined in the bid documents with regards to "Controls (Programming / Integration)" in order to provide an alternate price. The BHS Contractor may not use the qualifications of a controls subcontractor on previous contracts to qualify for self performing this contract. The acceptance of Alternate #2 is at the sole discretion of the owner, and will be accepted or rejected prior to determining the successful bidder.

\$ \_\_\_\_\_ **ADD/DEDUCT**  
(In figures)

CONTRACT 2: Inbound Baggage Handling Systems ( See construction documents for project A042-06415, "Baggage Claim Building Remodel")

Base Bid: All Work, excluding the following items to be covered in the various bid alternates:

for the sum of:

\_\_\_\_\_  
(In words)  
\_\_\_\_\_  
Dollars \$ \_\_\_\_\_  
(In figures)

Miscellaneous Allowance (Add to Base Bid from Section 012100) \$ 100,000.00

Permit Allowance (Add to Base Bid from Section 012100) \$ 5,000.00

**TOTAL BASE BID CONTRACT 2:** \_\_\_\_\_  
(In words)  
\_\_\_\_\_  
Dollars \$ \_\_\_\_\_  
(In figures)

A. ALTERNATE PRICES

An Alternate Price shall include all costs associated with the changes, omissions, additions or other adjustments to the Work of this Bid Package (Contract), which are described in the Alternate, or are reasonably inferable there from. Claims for extras resulting from changes caused by the acceptance or rejection of any Alternate will not be allowed. Alternate prices shall also include all costs of overhead, profit and bond costs associated with the work of the Alternate, whether additive or deductive.

A044-09002-03 (CONTRACT 1) AND  
A042-06415 (CONTRACT 2) MILWAUKEE COUNTY PROJECT NUMBERS  
**GMIA OUTBOUND AND INBOUND BAGGAGE HANDLING SYSTEMS**  
**ISSUED FOR CONSTRUCTION**  
**JULY 16, 2012**

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The Drawings, Specifications and other Contract Documents shall be considered appropriately modified by either the acceptance or rejection of the various Alternates. The Owner and the Construction Manager expressly reserve the right to accept or reject any, or all, Alternate Prices, and in any sequence. Acceptance or rejection of any Alternate does not relieve the Bidder of timely completion of the Work within the time periods indicated.

- a. **Alternate #1:** BHS Contractor may provide an alternate price for self performing the programming and integration of the Inbound Baggage Handling System. The price provided shall show the amount to be added to or deducted from the bidder's base bid. The BHS Contractor shall show that the controls entity internal to their own company meets the same the qualifications outlined in the bid documents with regards to "Controls (Programming / Integration)" in order to provide an alternate price. The BHS Contractor may not use the qualifications of a controls subcontractor on previous contracts to qualify for self performing this contract. The acceptance of Alternate #1 is at the sole discretion of the owner, and will be accepted or rejected prior to determining the successful bidder.

\$ \_\_\_\_\_ **ADD/DEDUCT**  
**(In figures)**

SUBSTITUTION OF MATERIALS

For use by Bidders at their option the following substitutions from specifically named materials or items.

MANUFACTURER'S NAME	MATERIAL	ADD/DEDUCT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDENDUM RECEIPT

We acknowledge the receipt of Addendum \_\_\_\_\_ to \_\_\_\_\_ inclusive.

A044-09002-03 (CONTRACT 1) AND  
A042-06415 (CONTRACT 2) MILWAUKEE COUNTY PROJECT NUMBERS  
**GMIA OUTBOUND AND INBOUND BAGGAGE HANDLING SYSTEMS  
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JULY 16, 2012**

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BID SECURITY ACCOMPANYING PROPOSAL

**NOTE! See Instructions to Bidders - Article 9, Bid Security, subparagraph 9.1.1, filing original bid bond.**

The amount and type of bid security is as follows:

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COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if signatory to the Contract, to commence work upon receipt of Notice to Proceed and achieve Substantial Completion of the Work within **493 calendar (Contract 1) & 640 calendar days (Contract 2)**.

The undersigned understands and agrees that a Contract will be awarded by Milwaukee County subject to the availability of Project Funding, the provisions of all applicable Federal, State, and County rules, regulations, statutes, and ordinances, and the requirements of each respective Project Manual. Bidder also agrees to commence work upon execution of the Owner-Contractor Agreement and a Notice to Proceed and Complete Work per the Contract Documents.

**NOTE! For Contract 1, see Special Provisions for Liquidated Damages associated with the contract work (page 6 of 11, Article 9). For Contract 2, see Document 00 80 00 - Supplementary Conditions - 8.2.3, for Liquidated Damages associated with the contract work.**

BIDDER'S CERTIFICATE - Section 66.0901(7), Wisconsin Statutes

\_\_\_\_\_ certifies that they have examined and carefully prepared this bid from Bid Documents and have checked same in detail before submitting bid to Milwaukee County.

\_\_\_\_\_  
(Signature of Authorized Representative)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

A044-09002-03 (CONTRACT 1) AND  
A042-06415 (CONTRACT 2) MILWAUKEE COUNTY PROJECT NUMBERS  
**GMIA OUTBOUND AND INBOUND BAGGAGE HANDLING SYSTEMS**  
**ISSUED FOR CONSTRUCTION**  
**JULY 16, 2012**

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**AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and states that  
(Name)

they are the \_\_\_\_\_ of  
(Official Capacity)

\_\_\_\_\_  
(Name of Firm)

and that Contractors Qualification Statement filed with County Clerk on

\_\_\_\_\_ for said firm remains true and correct. I understand that the willful falsification of information may result in a civil or criminal penalty pursuant to Chapter 101 Statutes.

\_\_\_\_\_  
(Signature and Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

If a qualification statement has been filed more than 3 years before the opening of this bid, submit a new qualification statement not less than five days before the opening of this bid.

END OF BID FORM

## SECTION 00 41 00

State of Wisconsin  
 Department of Workforce Development  
 Equal Rights Division

## Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for

### Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

**I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.**

Print the Name of Authorized Officer			
Signature of Authorized Officer	Date Signed		
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

**If you have any questions call (608) 266-6861**







# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

PROJECT No.: **A044-09002-03**

PROJECT TITLE: **Contract 1 - Outbound Baggage Handling Systems**

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

DBE Goal: **9%**

A	V	Name & Address of DBE (*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____

[\* Separate commitment form must be completed for each DBE firm]

**Bidder/Proposer Commitment**

I certify that the DBE firm listed quoted the identified service(s) and cost(s), and acknowledge having contact, and receipt of confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm \_\_\_\_\_ (Phone No. \_\_\_\_\_) intends to enter into contract with the DBE firm listed, for the service(s) and amount(s) specified if awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice to Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

State of \_\_\_\_\_. My Commission expires \_\_\_\_\_.

[SEAL]

\* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP **prior to bid/proposal opening** shall be credited on this contract

**DBE Affirmation**

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by \_\_\_\_\_.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein.

\_\_\_\_\_  
Signature of Authorized DBE Representative

\_\_\_\_\_  
Name & Title of Authorized DBE Representative

\_\_\_\_\_  
Date

**FOR CBDP USE ONLY:** (A) \$ \_\_\_\_\_  
(V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

**CBDP APPROVAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS

# MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

### ADDITIONAL INFORMATION/REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.
2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.  
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
3. **ALLOWANCES:** During the course of this project you will be using portions of the allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount should remain the same. In this case, it is necessary for the prime contractor/consultant to contact CBDP immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
4. **CHANGE ORDERS:** Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, etc., is required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor/consultant is required to contact CBDP.
5. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice To Proceed. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.***
6. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). **Approval must be obtained from CBDP prior to making any substitutions.** DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
7. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
8. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. **Payments will be withheld from all prime contractors/consultants not in compliance.**

If you have any questions or concerns related to Milwaukee County's DBE Program, please contact  
**Mark Phillips / [mark.phillips@milwcnty.com](mailto:mark.phillips@milwcnty.com) / 414.278.5104**



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

PROJECT No.: **A042-06415**

PROJECT TITLE: **Contract 2 - Inbound Baggage Handling Systems**

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

DBE Goal: **12%**

A	V	Name & Address of DBE (*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____

[\* Separate commitment form must be completed for each DBE firm]

### Bidder/Proposer Commitment

I certify that the DBE firm listed quoted the identified service(s) and cost(s), and acknowledge having contact, and receipt of confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm \_\_\_\_\_ (Phone No. \_\_\_\_\_) intends to enter into contract with the DBE firm listed, for the service(s) and amount(s) specified if awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice to Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

State of \_\_\_\_\_. My Commission expires \_\_\_\_\_.

[SEAL]

\* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP **prior to bid/proposal opening** shall be credited on this contract

### DBE Affirmation

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by \_\_\_\_\_.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein.

\_\_\_\_\_  
Signature of Authorized DBE Representative

\_\_\_\_\_  
Name & Title of Authorized DBE Representative

\_\_\_\_\_  
Date

**FOR CBDP USE ONLY:** (A) \$ \_\_\_\_\_  
(V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

**CBDP APPROVAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS

# MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

### ADDITIONAL INFORMATION/REQUIREMENTS:

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2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.  
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