



MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES – FACILITIES MANAGEMENT

REQUEST FOR QUALIFICATIONS

PART 1 OF A 2 PART COMPETITIVE BID PROCESS

PROJECT: DISASTER RESTORATION SERVICES

PROJECT NUMBER: 5740-16443

ISSUED: October 7, 2016

Response Due Date: November 18, 2016 at 3:00 p.m.

Official Notice: #98160025

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INFORMATION SUMMARY SHEET

Request For Qualifications Title: **Disaster Restoration Services**

Project Number: 5740-16443

RFQ Issuing Office: Department of Administrative Services –
Facilities Management – Architecture,
Engineering & Environmental Services

PART 1

RFQ Issue Date: October 7, 2016

Pre-Proposal Meeting: October 21, 2016 at 10:00 AM

Pre-Proposal Meeting Location: 633 W. Wisconsin Ave.
Fourth Floor Conference Center
Milwaukee, WI 53203

Deadline for Receipt of Questions: October 21, 2016 at 5:00 PM

RFQ Proposal Receipt Deadline: November 18, 2016 at 3:00 PM

PART 2

Notification to Contractor of Qualification: Late November, 2016

Bid Proposal / Opening: December 7, 2016

Contract Award: December, 2016

Service Starting Date (Projected): January, 2017

RFQ / Bid Submission Location:

Milwaukee County Courthouse
County Clerk's Office
Room 105
901 N. 9th Street
Milwaukee, WI 53233

RFQ Administrator:

Gregory G. High
Department of Administrative Services
Facilities Management Division
633 W. Wisconsin Ave., Suite 1002
Milwaukee, WI 53203
Phone: 414-278-4943
Email: gregory.high@milwaukeecountywi.gov

RFQ can be found on Milwaukee County's website; "Business Opportunity Portal".
<http://county.milwaukee.gov/bop>

GENERAL INFORMATION

1.0

INTRODUCTION AND BACKGROUND

The purpose of this document is to supply interested parties with information to enable them to prepare and submit qualifications for a contract to be bid to provide Disaster Restoration Services to Milwaukee County. Disaster Restoration Services include but are not limited to providing supervision, equipment, materials, labor, travel, and all means necessary to provide Milwaukee County immediate response for property insurance loss, building and structure loss not covered by insurance, natural disasters, times of civil unrest and conflict, or projects with similar characteristics.

Milwaukee County is governed by an elected County Executive and an 18 member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, and Sheriff, who in conjunction with administration provide a full range of associated governmental services, including but not limited to law enforcement, in-patient mental health, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world famous zoo. Milwaukee County employs approximately 4,750 employees and operates 24/7, with many of its employees working rotating schedules. In addition, Milwaukee County currently has approximately 2.8 billion in property assets including a statement of values encompassing over five hundred and sixty (560) buildings and structures as well as six hundred (600) plus structures in the open over an area of 1,190 sq. miles.

Restoration Services provide under the contract generated by this bid process will meet the definition of Disaster Restoration Services listed above. The selected Vendors will be expected to work closely with the involved County department's designated point of contact and with the Department of Administrative Services, Facilities Management Division (DAS-FM) whether or not the event is a covered insurance loss. Milwaukee County reserves the right to contract concurrently with a number of qualified restoration contractors as required to meet the needs generated by the quantity of emergent events and the ability for Milwaukee County staff to reach a timely agreement to proceed from the selected contractors under the terms of the contract.

Because time is of the essence when dealing with disaster recovery, Milwaukee County encourages qualification proposals that demonstrate an ability to deliver safe, immediate, and comprehensive disaster restoration and recovery services. Proposals should also demonstrate an ability to deliver the services in accordance with all Federal Emergency Management Agency ("FEMA") and insurance company requirements, to maximize the potential for payment of FEMA and insurance claims and reimbursement of expenses.

In addition, responses to this RFQ should be based upon a three (3) phased approach to remediate emergent events, including the following: phase one (1) mitigating the emergency, phase two (2) performing initial restoration work to make the area operational, and phase three (3) continuation of all follow-up on repairs. Phase three (3) would consist of further work, including possible maintenance or repairs to complete full repairs to the damaged facility. Not all requests for work under this contract must begin with Phase 1 work. This contract may utilized at any point agreed upon by the County and Contractor.

Milwaukee County reserves the right to bring in other restoration contract award winners to submit proposals on the cost of all phases of this phased approach.

The initial term of this agreement is for three (3) years with an option for two (2) additional one-year extensions, by mutual agreement of the County and Contractor. Milwaukee County reserves the right to cancel, without cause and without penalty or recourse, this agreement at any time.

SCOPE

DESCRIPTION

- A.** The nature of work shall include, but not be limited to water mitigation and moisture control services, fire mitigation services, mold remediation, smoke removal, chemical contamination, heating, ventilation and air conditioning (“HVAC”) decontamination and cleaning, telecommunications recovery, electronics restoration, media recovery, documents, books and vital records recovery, wind/storm damage, man-made disasters or losses due to equipment failure or any other type of mitigation, loss or subsequent cleaning required to restore facilities to at least a pre-loss condition on any Milwaukee County owned property.
- B.** Contractor shall conduct all work in strict accordance with these specification and with current applicable federal, state, and local laws, ordinances, rules, regulations, orders, and codes (all hereafter called “applicable regulations”) including, but not limited to, the following:
 - a.** IICRC, S500 Standard and Reference Guide for Professional Water Damage Restoration.
 - b.** IICRC, S500 Standard and Reference Guide for Professional Mold Remediation.
 - c.** ASCR International, NIDR Guidelines for Fire and Smoke Damage Repair
 - d.** U.S. Department of Labor, CFR Title 29 – Construction Industry

CONTRACTOR QUALIFICATIONS

- A.** The Contractor shall submit evidence of a minimum of five (5) years’ experience in projects described in Section A above under SCOPE and shall be regularly engaged in projects of similar nature.
- B.** The Contractor shall submit Company Profile/Experience information as specified in Technical Proposal Response.

CONTRACTUAL RESPONSE STANDARDS

- A.** Contractor will contact a Milwaukee County (MC) representative within thirty (30) minutes of notification of loss to setup initial inspection appointment.
- B.** Unless otherwise agreed upon at the time of notification, Contractor will be on-site within 1 hour of the notification, if convenient for a MC Representative.
- C.** Phases of work may overlap.
- D.** Phase one (1): At initial inspection, Contractor shall walk through damaged area(s) with a MC Representative to determine Contractor’s scope of work. Contractor will start work immediately and shall provide a written general approach to the work and an estimate of time required to arrest the emergency or assist in doing so. Within 48 hours the Contractor shall follow up with proposal to the MC Representative of a work load summary, summary of costs incurred to date and

potential future costs to complete the Phase 1 work. This will be a Time & Material Not-To-Exceed cost proposal.

- E. Phase two (2): Contractor will provide a Not to Exceed (NTE) Time and Materials (T&M) cost proposal to the involved department and Facilities Management for performing the initial restoration work to make the area operational. This is to be provided within three (3) days of incident. Backup for all proposals will include detailed cost breakdown of Contractor costs and all sub-contractor costs.

- F. Phase three (3): Contractor will provide a Not to Exceed (NTE) Time and Materials (T&M) cost proposal for continuation of all follow-up on repairs involved with the incident. County reserves right to bid out this work

- G. Contractor agrees to assign a project manager and conduct progress report meetings with MC staff and representatives at MC request. Meeting dates and times will be scheduled via Facilities Management and/or involved department(s).

MARK-UPS

- A. Qualified contractor proposals will be evaluated using the following base line mark-up rate schedule as one of the evaluation criteria:

Mark-Up Category	Size of Loss		
	\$0 - \$250K	\$250K – 1Mil	\$1 Mil Plus
Labor	10%	7%	5%
Materials/Equipment	10%	7%	5%
Taxes, Permits, Fees	10%	7%	5%
Travel & Lodging	10%	7%	5%
Subcontractors includes Freight and Transportation	5%	5%	2.5%

RATE SCHEDULE

- A. Contractor agrees to utilize the Attachment A for all Time and Material work.

REQUIRED DOCUMENTATION FOR ALL LOSSES

- A. The Contractor shall provide pictures of every loss before and after any work. A minimum of 15 photos must be taken during the project (5 before and 5 after) with an additional five (5) photos taken of the exterior. Thermal imaging photos, if applicable, shall be taken of affected structure materials. Photos must be sent to a MC representative within 24 hours after initial inspection.

- B. The Contractor shall submit the following information to include, but not limited to,
 - a. A preliminary plan drawing and associated dimensions of all affected area(s).

 - b. A complete job packet via email including all information associated with

the job.

- i.** Work Authorization signed by the Contractor and MC Representative.
- ii.** All subcontractor bids and invoices for work outside Contractor's normal scope of work.
- iii.** Complete and detailed scope of work.
- iv.** Documentation to support cost proposals.
- v.** Daily activity sheets (include man hours), equipment and materials logs, all environmental monitoring reports, as-built drawings, per diem logs, and any other information requested by MC.
- vi.** Backup receipts for all invoicing, including labor material and equipment and including same of all sub-contractors.
- vii.** Certificate of Completion signed by the Contractor and MC Representative.

REQUIRED DOCUMENTATION FOR WATER LOSSES

- A.** The Contractor shall submit the following information for Water Losses:
 - a.** Contractor shall provide accurate psychometric and moisture content readings including category, classification of loss, and a minimum of one (1) moisture content reading of an unaffected area. It is important to identify separate drying chambers. Identify what type and how many of each type of equipment placed in affected area(s), as well as how long equipment was on-site. In addition, Contractor must record the number of hours dehumidifiers were actually running during the project.
 - b.** The Contractor shall submit calculations on determining the appropriate amount of drying equipment (i.e. Dehumidifiers, air movers, air filtration devices, etc.)

EQUIPMENT, TOOLS, AND MATERIAL

- A.** The Contractor shall conform to safety and inspection requirements for equipment and tools required by all applicable regulations.
- B.** Assess and provide as necessary the proper PPE in accordance to all applicable regulations.
- C.** Handle, transport, and dispose waste water in accordance to all applicable regulations.
- D.** Post signs instructing building users to keep doors and windows closed, if necessary, to maintain property atmospheric conditions in the drying environment.
- E.** Seal air filtration devices (AFD's) used in contaminated environments prior to removal from the jobsite and clean prior to subsequent use.

- F. Follow the safety, operation, and maintenance instructions provided by the manufacturer of the equipment and tools used on a project, if applicable.

MATERIALS

- A. Contractor shall use isolation barriers, when applicable, to limit the amount of volume to restore. Polyethylene sheeting must be opaque, transparent or translucent or white or black in color, 6-mil (actual) or greater thickness, and in widths selected to minimize the frequency of joints.
- B. The method of attaching the polyethylene sheeting shall be agreed upon in advance by the Contractor and an MC Representative, and shall be selected to minimize damage to equipment or surfaces. Such selection and agreement by MC does not reduce the liability of the Contractor to repair subsequent damage. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray adhesive, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions, including the use of amended water.
- C. The Contractor shall submit to the MC Representative all pertinent information for various materials to be used on the project, including but not limited to, material safety data sheets (MSDS), manufacturers' instructions, etc. MSDS shall be provided and approved by MC prior to commencement of project upon request. MC may request proposals for other materials, and the Contractor shall submit this information within two (2) days of MC's request.

HEALTH AND SAFETY

- A. The Contractor agrees to provide a healthy and safe work site and working environment for its, employees, and subcontractors during performance of Restoration Services. In addition, the Contractor shall protect the health, safety, and welfare of MC personnel, other occupants of work site structures, the public and other third parties from any danger associated with the Restoration Services. As minimum health and safety requirements, the Contractor must ensure all Restoration Services are performed in compliance with any and all applicable federal, state, and local governmental requirements imposed by statute, regulation or otherwise, and all current industry standards, including, but not limited to, those prescribed by the Institute of Inspection Cleaning and Restoration (IICRC) and the Association of Specialists in Cleaning and Restoration (ASCR). The Contractor agrees to adopt whatever methods, procedures, and precautions are necessary to comply with the provisions in this Section.
- B. The Contractor shall post warning signs around the perimeter of the entire Work Area, and at any other location specified by an MC Representative. The signs shall state "Authorized Personnel Only."

RIGHT-TO-KNOW AND HAZARD COMMUNICATION

- A. Contractor shall ensure that the hazards of all chemicals produced or imported are evaluated, and that information concerning their hazards is transmitted to MC and employees. This transmittal of information is to be accomplished by means of comprehensive hazard communication programs, which are to include container labeling and other forms of warning, material safety data sheets and employee training, according to OSHA 29CFR 1910.1200.

- B. Any time an outside contractor brings a hazardous substance(s) into the workplace, a MSDS(s) for the substance(s) must be received. Similarly, a MSDS(s) for all hazardous substances in the area that the contractor will be working must be provided to the Contractor. This exchange will be coordinated by whomever is granting the contract.
- C. Service contractors whose work or materials pose a health hazard to employees shall be responsible for the training and education requirements.
- D. The above cross-training must be documented and the records must be retained in the department where the work is performed. Copies of the cross-training records must be sent to Facilities Management upon request.
- E. Outside contractors must comply with all the provisions of the Hazard Communication Standard while serving on the MC property. Periodic audits may be performed to assure compliance.

GENERAL PROVISIONS

- A. The Contractor shall monitor equipment, daily, if convenient for MC, to ensure proper working order and verify the effectiveness of drying.
- B. The Contractor shall use AFD's on all losses. Each AFD should be equipped with High Efficiency Particulate Air (HEPA) filter to remove any air-borne particulate matter.
- C. At a minimum, the Contractor shall use two types of odor eliminating techniques when the project requires deodorization.

SITE-SPECIFIC REQUIREMENTS

- A. Work Permits- Contractor shall obtain and pay for all necessary permits, approvals, licenses, government changes and inspection fees required for the prosecution of the work by any government or quasi-government entity having jurisdiction over the project. Confined space entry, hot work and or lockout/ tag out permits may be required from MC under some circumstances. Contractors will notify a MC Representative prior to the job beginning of these activities so that MC inspections and MC permits can be scheduled and issued.
- B. Smoking - Smoking is prohibited in all areas and within fifty (50) feet of all entrances to the building.
- C. Visitor/Security Badges – Contractor will provide copies of employee identification cards to MC Representative. MC Representative will issue the appropriate badges.
- D. Vehicles and Parking- Vehicles must proceed through personnel walk-areas with extreme caution. Fire lanes and fire hydrants will be kept open and clear at all times. A roadway will not be blocked without permission from a MC Representative. Any mobile equipment or vehicle left unattended must have the engine turned off. Backup alarms must be operable and activated on heavy equipment or an observer must be provided when backing up. Gas cylinders will be properly secured at all times and capped while being transported.
- E. Site Security- Milwaukee County facilities are often secured public facilities controlled by security staff and security checkpoints. Contractor will be required

to coordinate Work with the MC facility staff and security to obtain access to the job site at any time. A MC Representative must clear any contractor requiring entry or exit during business and non-business hours. All contractors entering a facility must enter and identify himself and his business and obtain clearance. In some areas, no materials, equipment or tools may remain within any part of the facility when Contractor is not performing work. Contractor shall provide security and facilities to protect Work, equipment, tools, materials, existing facilities, and Owner's operations. If Work of project is within a secured facility, Contractor, subcontractors and material suppliers may be subjected to background investigations by the Milwaukee County Sheriff Department for previous felony convictions and/or outstanding violations. If convictions or violations are discovered, Contractor and/or its employee may be removed from the project.

- F. Work Rules**- The Contractor will be responsible for the conduct of each employee in the performance of their work. Work rules, which will be complied with, include:
- a. Posted signs throughout a facility;
 - b. Wearing proper OSHA compliant PPE;
 - c. Prohibition of alcoholic beverages and illegal drugs on the property;
 - d. No horseplay or fighting which could endanger personnel or property;
 - e. No concealing or carrying any form of weapon; and
 - f. No concealing a disease, which may endanger another employee.

FINAL COMPLETION OF WORK

- A. Contractor shall contact a MC Representative to perform final walk-through of mitigated area(s). An MC Representative may submit to the Contractor a "punch list" for work before project ends. Completion of project shall only end upon agreement made by Contractor and MC, by way of signed Certificate of Completion.
- B. Projects that require deodorization shall be deemed complete only upon an agreement made by a MC Representative and Contractor.
- C. Projects that involve the coordination and participation of multiple departments will only end upon agreement made by Contractor and all departments, by way of sign Certificate of Completion.

INVOICE REQUIREMENTS

- A. Contractor shall submit to MC, after completion, a complete job packet via email containing appropriate documentation for all charges incurred during the project. This will include all documentation listed in the "Required Documentation for All Losses Section."
- B. Contractor shall include Purchase Order numbers on all invoices submitted.

RFQ ADMINISTRATOR

The RFQ Administrator is:

Gregory High
Department of Administrative Services
Facilities Management Division
633 W. Wisconsin Ave., Suite 1002
Milwaukee, WI 53203

Phone: 414-278-4943

Email: gregory.high@milwaukeecountywi.gov

DEFINITIONS

The following definitions are used throughout the RFQ:

1. **MC** means Milwaukee County Department of Administrative Services, Facilities Management Division
2. **Department** means the applicable Milwaukee County Department with jurisdiction over the emergent work site
3. **Contractor** means any proposer awarded the contract.
4. **County** means Milwaukee County.
5. **Proposer/Vendor** means a firm submitting a statement of qualifications in response to this RFQ.
6. **Wage Rate**: Sum of hourly basic rate plus hourly fringe benefits for each Trade or Occupation. Prevailing Wage Rates issued by the State of Wisconsin, Department of Workforce Development for Milwaukee County is part of this Project Manual. See Section 01200.
7. **Percent Markup**: Include overhead, Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee), Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, other expenses, and profit on "Wage Rate" and/or "cost".

PRE-PROPOSAL MEETING

A pre-proposal conference will be held at a date, time, and location as provided on the Information Summary Sheet. The purpose of this meeting will be to discuss with prospective proposers the work to be performed and to allow them to ask questions arising from their review of the RFQ. The pre-proposal meeting is for information only. Any answers to questions will not be official until verified in writing by RFQ Administrator. Answers that change or substantially clarify the RFQ will be affirmed in writing and posted on the website via an addendum. The pre-proposal meeting will be the proposers' only opportunity to personally address questions concerning this RFQ. Milwaukee County encourages participation at the pre-proposal conference of any prime subcontractors.

During the pre-proposal conference, attendees may request clarification of any section of the RFQ and ask any other relevant questions relating to the RFQ.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFQ Contact/Administrator (date and time provided in the Information Summary Sheet) to enable Milwaukee County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the mandatory pre-proposal conference. Again, any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding.

Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Milwaukee County at its sole discretion reserved the right to answer or not answer questions submitted to by deadlines.

QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFQ. All questions regarding this RFQ shall be made in writing, citing the RFQ title, RFQ number, page, section, and paragraph, and shall be submitted via e-mail to RFQ Contact/Administrator. Questions sent to anyone other than the RFQ Contact/Administrator will not be considered. All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFQ.

This RFQ is issued by the Department of Administrative Services – Facilities Management. The RFQ Administrator assigned to this RFQ, along with contact information, is noted. The RFQ Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFQ Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should any proposer discover any significant ambiguity, error, omission or other deficiency in the RFQ document, they must immediately notify the RFQ Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFQ Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFQ document. If it becomes necessary to clarify or revise any part of this RFQ, amendments will be posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFQ submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form. If the Proposer fails to monitor the web site for any changes or modifications to the RFQ, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Qualifications and bid documents.”

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFQ, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFQ document, they must immediately notify the RFQ Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFQ Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFQ document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome

of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFQ in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFQ notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFQ at any time.

MULTIPLE PROPOSALS

Multiple proposals from a proposer will not be permitted.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the proposer(s) within the scope of the RFQ in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under this RFQ.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFQ as negotiated.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFQ in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative. After the submittal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

CONTRACT TERMS AND FUNDING

The contract shall be between the County of Milwaukee, known as the "County" and the successful proposer known as the "Contractor".

Responses to this RFQ should be based upon that the initial term of the agreement of three (3) years with an option for two (2) additional one-year extensions, by mutual agreement of the County and Contractor.

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty. All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the bid process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

Milwaukee County contemplates award of a contract resulting from this RFQ that reflects payment for fee for services. Any final contract structure resulting from this RFQ may be subject to negotiation and the required approvals by Milwaukee County.

CONTRACT TERMINATION

Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Milwaukee County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

In the event the Contractor terminates the contract, such termination will require written notice to that effect to be delivered by the Contractor to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

FEE ADJUSTMENT

The contractor mark-up rate schedule established by a contract shall remain fixed for the first (1st) year, and may be adjusted for subsequent contract extensions. Any proposed price adjustment shall be submitted to the County no later than the 1st day of the 4 month of the year preceding the year for which an adjustment is requested, and if approved, will be effective on that date for the subsequent contract period. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the County.

PAYMENT REQUIREMENTS

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty.

Milwaukee County reserves the right to make payments through a Purchasing Card.

MINIMUM WAGE RATE & PREVAILING WAGE

This RFQ, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part of full time work for the county a minimum wage rate. This rate is currently established at \$11.68/hour.

As a matter of responsiveness to this RFQ, all proposers must complete 'Attachment C – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision'. It is the proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyDAS/Procurement/livingwage.pdf>

https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html

For all phase three (3) work (continuation of all follow-up on repairs) that exceeds \$100,000, the minimum hourly base wage rate and hourly fringe benefits contained in Prevailing Wage Rate Determination issued by State of Wisconsin Department of Workforce Development (DWD) for Milwaukee County for trade or occupations is required for each Contract. The latest 2016 Wage determination will be included in as a part of the contract and is available for review at office of Architecture, Engineering and Environmental Services Section, 633 W. Wisconsin Ave, 10th Floor, Milwaukee 53203.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION & RESIDENCY

DBE Participation

Award of this contract is conditioned upon your good faith efforts in achieving Disadvantaged Business Enterprise (DBE) goals. For the work in phase one (1) mitigating the emergency or phase two (2) performing initial restoration work to make the area operational, Milwaukee County requests that the Contractor voluntarily utilize certified DBE firms as often as possible and appropriate.

For work in phase three (3) continuation of all follow-up on repairs, this project has a Disadvantaged Business Enterprise (DBE) goal of 25%.

Contact Community Business Development Partners (CBDP) at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed by the following link:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

Residency

Award of this contract is conditioned upon your good faith efforts in achieving Residency goals. For the work in phase one (1) mitigating the emergency or phase two (2) performing initial restoration work to make the area operational, Milwaukee County requests that the Contractor voluntarily hire residents of Milwaukee County as often as possible and appropriate.

For work in phase three (3) continuation of all follow-up on repairs, Contractors shall include a minimum of 50% employment of the Contract labor force with employees that reside within Milwaukee County. The basis for residency shall be the percentage of gross payroll dollars expended on the project. By executing the Bidder's Certificate, bidder understands that Milwaukee County will only award Contracts to bidders that agree to the residency requirement and will impose penalties and fines including but not limited to withholding payment, Contract termination and debarment from bidding for non-compliance.

EEOC COMPLIANCE

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment I).

INSURANCE AND INDEMNITY REQUIREMENTS

All proposers shall refer to Attachment L Contract Conditions, Document 00800, Supplementary Conditions, Article 3.18 INDEMNIFICATION and Article 11.0 INSURANCE AND BONDS for contracts related to this acquisition and proposer's ability and commitment to provide.

EMPLOYEES

The Contractor shall utilize as many permanent employees as possible on this contract whenever appropriate. The Contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFQ. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

SECURITY AND BACKGROUND CHECKS

Milwaukee County facilities are often secured public facilities controlled by security staff and security checkpoints. Contractor will be required to coordinate Work with the MC facility staff and security to obtain access to the job site at any time. A MC Representative must clear any contractor requiring entry or exit during business and non-business hours. All contractors entering a facility must enter and identify himself and his business and obtain clearance. In some areas, no materials, equipment or tools may remain within any part of the facility when Contractor is not performing work. Contractor shall provide security and facilities to protect Work, equipment, tools, materials, existing facilities, and Owner's operations. If Work of project is within a secured facility, Contractor, subcontractors and material suppliers may be subjected to background investigations by the Milwaukee County Sheriff Department for previous felony convictions and/or outstanding violations. If convictions or violations are discovered, Contractor and employee shall be subject to dismissal. When required by MC Security background checks will need to be conducted for all employees prior to starting work. Contractor shall cooperate with any audit MC and its representatives conduct to verify such background screenings are being properly completed.

RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and

healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Any contractor's employee whose employment or performance is objectionable to the County shall be immediately transferred from the premises. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the contractor in regard to employee discipline shall be at the sole discretion of the contractor. The County shall be held harmless in any disputes the Contractor may have with the contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

PRIME CONTRACTOR & SUBCONTRACTORS

The prime Contractor will be responsible for contract performance when subcontractors are used. Subcontractors may be used only with the written permission and approval of the County, and shall have the same contract terms and conditions as prime contractors. When subcontractors are used, they must abide by all terms and conditions of the Contractor's contract. If subcontractors are to be used, the proposer must clearly explain their participation in the proposal response documents.

COMPLIANCE WITH REGULATIONS AND LAWS

The successful firm shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment.

PREPARING AND SUBMITTING A PROPOSAL

2.0

GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County utilizes a formal competitive bid process, conducted in two parts, to procure Disaster Restoration Services. Part 1 is the Request for Qualifications (RFQ) process. This process bases the establishment of a qualified contractor on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer. Part 2 is the standard competitive bid process using submittal of cost proposals by the qualified contractors determined in Part 1 to determine the low, responsive, responsible bidder. **At any point during the RFQ process, Milwaukee County may, in its sole discretion, eliminate a proposer on the grounds that such proposer is not responsible.**

INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFQ/bid process, any appeal or administrative review process, and prior to County Board approval of a contract award.

SUBMITTING A PROPOSAL

Proposers must submit one (1) original and seven (7) copies of all materials required for acceptance of their RFQ proposal in sealed envelopes, along with an electronic version of their proposal. Submission must be to the specific location and prior to submission deadline indicated on the 'Information Summary Sheet'. Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound.

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

Proposals shall be organized and presented in the order and by the number assigned in the RFQ. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information your proposal will be considered unresponsive.

Your responses should be submitted as follows:

Part 1 Technical Proposal Contents

- Cover Sheet for Technical Proposal (Attachment G)
- Responses to Request(s):
 - ◊ Company Profile / Current Certifications/Business Information, History and Structure

- ◇ Surety Bonding Capacity, Insurance and Licensing
- ◇ Business Experience / Key Individual Employees / Employee Trades or Occupations
- ◇ Number of Employees / Major Equipment Owned
- ◇ Major Projects in Progress / Major Projects in the Last 5 years / References
- ◇ Past Performance on similar projects with other entities and similar projects w/ Milwaukee County/Professional References (trades, bank, surety)
- ◇ Occupational Health and Safety Record/Financial Statement
- ◇ Timeliness/Approach to Project
- ◇ Special Benefits Offered/Coordination with Insurance Companies and FEMA
- Vendor Information Sheet (Attachment B)
- Insurance and Indemnity Acknowledgement Form (Attachment D)
- Conflict of Interest Stipulation (Attachment E)
- Sworn Statement of Bidder (Attachment F)
- EEOC Compliance (Attachment I)
- Certification Regarding Debarment and Suspension (Attachment J)
- Proprietary Information Disclosure Form (Attachment K)
- Declaration of Commitment to Compliance with Milwaukee County's
- Minimum Wage Provision (Attachment C)

Part 2 Cost Proposal Contents

- Cover Sheet for Pricing Proposal (Attachment H)
- Cost Proposal Submission Form (Attachment A)

Proposals submitted in response to this RFQ must be received no later than the deadline as identified in the Information Summary Sheet.

Both Technical and Cost proposals shall be identified in the lower left corner as follows:

Part 1 Technical Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFQ Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

Part 2 Cost Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

Cost Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

PROPOSAL AND AWARD PROCESS

3.0

PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that

do not include the required information will be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFQ.

PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFQ Administrator's direction. Reference the "Questions" section for additional information. These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in the RFQ.

Technical Proposal scoring: The Evaluation Committee shall conduct its evaluation of the technical merit of the all proposer's responsive proposals. The process involves review of submitted responses to the evaluation criteria and associated questions as outlined in the RFQ to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFQ are outlined below. Milwaukee County will determine which proposers will be considered qualified to submit a Cost Proposal based on the scoring of the Technical Proposal. All qualified proposers will then be asked to submit Cost Proposal.

Cost Proposal scoring: Percent mark-up for each of the 5 mark-up categories within each of the 3 Sizes of Loss will be the used within the formula provided in the RFQ to calculate a total cost proposal score. The award will be made to the lowest and each subsequent next lowest proposal until Milwaukee County determines the number of contractors with an award is sufficient to handle the anticipated emergent work.

Oral presentations may be requested by Milwaukee County of the lowest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided.

Following final evaluation, the Committee will make a recommendation to Milwaukee County's Director of Facilities Management as to whose proposal(s) is(are) determined to provide the best value to Milwaukee County.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to contract with more than one proposer, reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFQ at any time prior to a contract being awarded up to and through final action of the County Executive.

EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFQ response. The weights specify the percentage value for criterion. The criteria will be applied to the technical information submitted by each proposer.

RFQ EVALUATION CRITERIA

Technical Proposal Response

- A. Company Profile/Current Certifications/Business Information, History and Structure
10%

- B. Surety Bonding Capacity, Insurance and Licensing
10%
- C. Business Experience/Key Individual Employees/Employee Trades or Occupations
20%
- D. Number of employees/Major equipment owned
10%
- E. Major projects in progress/Major projects in the last 5 years/References
10%
- F. Past Performance on similar projects with other entities and similar projects
w/ Milwaukee County/Professional References (trades, bank, surety)
20%
- G. Occupational Health and Safety Record/Financial Statement
10%
- H. Timeliness/Approach to Project
05%
- I. Special Benefits Offered/Coordination with Insurance Companies and FEMA
05%

The evaluation panel will use the following criteria to evaluate each Cost Proposal response solicited by the qualified contractors selected in the RFQ evaluation process.

Cost Proposal Response

- A. Mark-ups for Labor, Materials/Equipment, Taxes/Permits/Fees, Travel/Lodging and Subcontractors including Freight and Transportation for each of the three loss sizes.
100%

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all proposals.

EXCEPTIONS

Review the RFQ in its entirety and indicate any exceptions you are taking to requirements defined in the RFQ. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

INTENT TO AWARD

Upon conclusion of the Part 1 - Request for Qualifications (RFQ) process, a list of qualified proposers/Vendors will be issued and all proposers will be notified. The qualified proposers/Vendors will be requested to submit their Cost Proposals. Upon conclusion of the Part 2 - Standard Competitive Bid Process using submittal of cost proposals by the qualified contractors, one or more low, responsive, responsible bidders will be determined. An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer(s), at its option, regarding the terms of a contract and other issues to be incorporated into the contract. Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service. Prior to execution of any final agreement, Facilities Management shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement

will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment K – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

APPEAL

Protests and appeals related to this RFQ after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

TECHNICAL PROPOSAL RESPONSE

4.0

Technical Proposals shall convey an understanding of the scope of services required. Technical Proposals shall not contain any reference to price. Through its proposal, the proposer offers a solution to the objectives, problem, or need specified in the RFQ, and defines how it intends to meet or exceed the RFQ requirements.

RFQ submission must address, at a minimum, the requests enumerated below. Please indicate for each response the number of the request that it addresses (e.g. Response to Request 1, Response to Request 2...).

TECHNICAL KNOWLEDGE

Guidelines

- Each question should be retyped in your proposal with the response immediately following. Questions should be in the same font/format and order as outlined in this section.
- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Responses should reflect your programs, organization, and administrative systems as they currently exist.
- Any questions asking for statistics should be answered with actual, not anticipated or target statistics.

A. Company Profile/Current Certifications/Business Information, History and Structure

1. Legal name of the Contractors Company, address of the Contractors office that would provide service under the contract, number of years in business, if contractor is in a partnership, list the name of each partner, number of employees, annual sales volume (Company as whole and local office), name of parent company if applies (MC will only enter into contract with the Parent Company to receive assurances of performance from the parent corporation)
2. Please provide a copy of all contractor's current registrations, licenses, and certifications issues by federal, state, and local agencies, and any other registrations, licenses, and certifications from any other governmental entity with jurisdiction, allowing Contractor to conduct the services covered including, but not limited to registrations, licenses, and certifications allowing the Contractor to engage in disaster restoration services with the state of Wisconsin.
3. Are there any pending organizational changes that may affect your relationship with Milwaukee County if chosen? Such changes could include mergers, acquisitions, staff changes, etc. If yes, please explain what impact this would have to the services rendered under this RFQ to Milwaukee County.
4. Please provide any details of all past or pending litigation or claims filed against the Contractor that would affect the Contractor's performance under a contract with Milwaukee County.

5. Please provide any details of all past or pending litigation, claims filed, filed reported, or alleged against the Contractor that relate to its relationship with Milwaukee County, its staff, or any of its affiliates.
6. Is the Contractor currently in default on any loan agreement or financing agreement with any bank, financial institution, subcontractor, or other entity. If yes, please specify the dates, details, circumstances and prospects for resolution.
7. Does any relationship exist whether by business associate, relative, capital funding agreement or any other such kinship, between the Contractor and any employee of Milwaukee County? If yes, please explain.
8. Please provide information on how the Contractor stays informed of industry best practices and is made aware of opportunities that could present a potential cost savings for services requested through this RFQ and how the Contractor would implement these best practices/cost savings with Milwaukee County.
9. Please provide information to inform Milwaukee County of the Contractors demonstrated competence, quality, and experience performing services requested through this RFQ for government entities and accounts of similar size.

B. Surety Bonding Capacity, Insurance and Licensing

1. Does your organization require a business license or registration in order to conduct business? If so, provide confirmation of such license or registration.
2. Is your organization backed by a Surety Bonds? If so, please provide a letter of reference from the Surety stating the bonding capacity of your organization.
3. Is your organization insured? If so, please provide sample ACORD certificate with appropriate coverages and limits indicated.

C. Business Experience/Key Individual Employees/Employee Trades or Occupations

1. Please provide an organizational chart of all individuals who will be handling the Milwaukee County account – project management, engineering service, accounting/billing, etc. Please include name, title, location, and job responsibility.
2. Please provide account management details specific to Milwaukee County

Project Manager – Day to Day	
Name	
Title	
Location	
# of Accounts Assigned	

# of Projects Handled on Yearly Basis	
Years with Organization	
Years in Position	
Years in Industry	

Project Manager – Supervision	
Name	
Title	
Location	
# of Accounts Assigned	
# of Projects Handled on Yearly Basis	
Years with Organization	
Years in Position	
Years in Industry	

Project Manager – Day to Day Back Up	
Name	
Title	
Location	
# of Accounts Assigned	
# of Projects Handled on Yearly Basis	
Years with Organization	
Years in Position	
Years in Industry	

Head Engineer	
Name	
Title	

Location	
# of Accounts Assigned	
# of Projects Handled on Yearly Basis	
Years with Organization	
Years in Position	
Years in Industry	

Environmental Engineer	
Name	
Title	
Location	
# of Accounts Assigned	
# of Projects Handled on Yearly Basis	
Years with Organization	
Years in Position	
Years in Industry	

Head Accountant/Contact for Billing Issues	
Name	
Title	
Location	
# of Accounts Assigned	
# of Projects Handled on Yearly Basis	
Years with Organization	
Years in Position	
Years in Industry	

D. Number of employees/Major equipment owned

1. Please list in detail the trade or occupation classification(s) of your employees and provide the total number of employees.
2. Does your firm own major equipment? If so, please provide a depreciation listing of such equipment.

E. Major projects in progress/Major projects in the last 5 years/References

1. Please provide the total project values and number of projects for the below services provided by the Contractor during 2016 in the following categories:

CATEGORY	Number of Projects	Total Value of Projects
Fire, Smoke, and Water Damage Recovery		
Moisture Control		
Microbial Remediation		
Telecommunications Recovery		
Media Recovery		
Documents, Books, and Vital Records Recovery		
Equipment Recovery		
HVAC Decontamination and Cleaning		
Project Management		

2. Please provide the total project values and number of projects for the below services provided by the Contractor during the 2010 through 2015 calendar year in the following categories:

CATEGORY	Number of Projects	Total Value of Projects
Fire, Smoke, and Water Damage Recovery		
Moisture Control		
Microbial Remediation		
Telecommunications Recovery		
Media Recovery		
Documents, Books, and Vital Records Recovery		
Equipment Recovery		

HVAC Decontamination and Cleaning		
Project Management		

3. Please provide a list of all contracts involving a dispute claim within the last 10 years which the Contractor has entered into with government entities, including the name of the entity, address, project description, length of business relationship, summary of work performed, and a brief description of any past or pending claims against the Contractor for breach of such contract.

F. Past Performance on similar projects with other entities and similar projects w/ Milwaukee County if appropriate /Professional References (trades, bank, surety)

1. Please provide a list of three (3) or more projects (minimum one for each price range) ranging in final cost from \$0 to \$100,000/\$100,000 to \$1,000,000/\$1,000,000 and above. Include a reference for each project with services similar in type and scope to those needed by Milwaukee County. The reference list should include, company name and address, contact person, telephone number, project description, size and cost, length of business relationship, summary of work performed, and timeframe for completion.
2. Please provide professional references in the Trades, Banking and Surety industries.

G. Occupational Health and Safety/Financial Statement

1. Describe in detail your safety program and training schedule for your employees, including the topics and number of hours of safety training each employee receives per year.
2. Please provide the nature, seriousness, and cause of all safety violations and citations issued by any Federal, State, or local agency during the past five years. Please provide an explanation of each/any citations and actions taken to address the citations.
3. Please provide the nature, seriousness, and cause of all personnel lost-time injuries and fatalities on job sites.
 - a. Provide OSHA Recordable Incident rate for each of the last 5 years
 - b. Provide Dart rate for each of the last 5 years
 - c. Provide your Experience Modification rate for each of the last 5 years
4. All work must be completed in accordance with all Federal, State or local occupational health and safety regulations. Please describe how your company approaches and plans to follow these regulations while working on projects for Milwaukee County.
5. Please provide financial statements, records, or documents that support the Contractors capability and financial resources to perform the services requested through this RFQ. This should include the ability to financially sustain and work through the potential multi-million dollar loss.
6. Please provide details to your financial status and any documentation which indicates your financial strength.

H. Timeliness/Approach to Project

1. Milwaukee County has 24/7 operations and because time is of the essence when dealing with disaster recovery, please describe how you will ensure adequate response times and communication outside of normal working hours.
2. Please provide a statement describing the Contractors project approach to the services requested through this RFQ. This should include information on the three (3) phased approach noted in the “Response Standards” section of the RFQ.
3. Please describe how the Contractor expedites work and sets timeframes for completion of each of the three (3) phases listed in the “Response Standards” section of the RFQ.
4. Please describe how the Contractor plans to utilize Milwaukee County staff to address, resolve, and accomplish services requested in this RFQ in an expedited manner.
5. Submit a work plan with key dates and timeframes. Contractors work plan should include but not be limited to: establishing set duties/goals to be performed for each of the three (3) phases, safety protocols, and cost reduction strategies to Milwaukee County, timeframe to complete set duties/goals, and how the Contractor plans to implement and sustain the prior items.
6. Describe the Contractors quality control program including all elements of the program and how the Contractor plans to verify all work is done with the highest quality standards.
7. What issues and/or challenges does the Contractor anticipate from entering into this contract? How does the Contractor plan to address said issues and/or challenges? What assistance will the Contractor request from Milwaukee County to address said issues and/or challenges?
8. Please provide an example of completed final invoicing packet meeting the needs of the “Invoice Requirements” of the RFQ.

I. Special Benefits Offered/Coordination with Insurance Companies and FEMA

1. List any special services, advantages, or benefits not specified in this RFQ that the Contractor would provide to Milwaukee County and any related costs of such services, advantages, or benefits to Milwaukee County.
2. Provide details regarding how the Contractor will maintain communication, daily activity reports, inventory and equipment logs, and labor details and how the Contractor will submit invoices so that the claim recovery through insurances companies and FEMA will be maximized.

Cost Proposal Submission Form

MARK-UPS

Mark-Up Category	Size of Loss		
	\$0 - \$250K	\$250K – 1Mil	\$1 Mil Plus
Labor			
Materials/Equipment			
Taxes, Permits, Fees			
Travel & Lodging			
Subcontractors includes Freight and Transportation			

Cost proposals will be evaluated by adding 1 to percent mark-up bid and multiplying it by related breakdown percentages listed in paragraph 1 below. Percentage markups of Contractor will be expressed as a decimal for bid evaluation only. The total value to be used for contract award evaluation will be based on sum total of Labor, Materials/Equipment, Taxes/Permits/Fees, Travel/Lodging and Subcontractors including Freight and Transportation for each of the three loss sizes. The lowest sum total value(s) will be awarded a contract. Milwaukee County reserves the right to award to one or more of the qualified contractors with the lowest values.

1. Contract breakdown for General Construction figures shall be as follows: (These are estimates of percent of total cost for cost proposal evaluation.)

<u>Contract</u>	<u>Labor</u>	<u>Materials/Equipment</u>	<u>Taxes, Permits, Fees</u>	<u>Travel & Lodging</u>	<u>Subcontractors includes Freight and Transportation</u>
Disaster Recovery Construction	30	25	2	3	40

2. EXAMPLE OF COST PROPOSAL EVALUATION using Contract Disaster Recovery Construction, with bid markups of Labor, Materials/Equipment, Taxes/Permits/Fees, Travel/Lodging and Subcontractors including Freight and Transportation underlined:

For Size of Loss = \$0 > \$250K

<i>LABOR:</i>	<i>1 plus <u>.10</u> = 1.10 times 30 =</i>	<i>33.00</i>
<i>MATERIAL</i>	<i>1 plus <u>.10</u> = 1.10 times 25 =</i>	<i>27.50</i>
<i>TAXES</i>	<i>1 plus <u>.10</u> = 1.10 times 2 =</i>	<i>2.20</i>
<i>TRAVEL</i>	<i>1 plus <u>.10</u> = 1.10 times 3 =</i>	<i>3.30</i>
<i>SUBCONTRACTOR</i>	<i>1 plus <u>.05</u> = 1.05 times 42 =</i>	<i>42.00</i>
<i>SUBTOTAL 1</i>	<i>=</i>	<i><u>108.00</u></i>

3. BASIS OF AWARD = SUBTOTAL 1 + SUBTOTAL 2 + SUBTOTAL 3

VENDOR INFORMATION SHEET

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ FAX: _____

E-mail:

Vendor Response Prepared By: _____

Signature: _____

Exhibit C 1

Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: _____

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
February 29, 2016	\$11.68

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

I believe that I am exempt from Chapter 111 for the following reasons:

Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on _____ (date).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Insurance and Indemnity

Acknowledgement Form

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

Indemnity:

Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss and expense including costs and attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this agreement. Contractor shall further indemnify the County from, and defend against any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) Federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) employment discrimination or harassment under any legal theory, (3) any personal injury (including death) received or sustained by any employee of a party, its subcontractors, agents, or invitees for any reason, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent or otherwise, to the extent caused by a party or its employees.

Insurance:

Contractor shall evidence and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Contract.

It is understood and agreed that Contractor shall obtain information on liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability	\$5,000,000 Per Occurrence
Including XCU coverage as applicable	
Bodily Injury & Property Damage to include \$5,000,000 Aggregate	
Personal injury, fire, legal, products and Completed operations	

Environmental Impairment (if applicable) \$1,000,000 Per Occurrence

Professional Liability (if applicable)

Errors & Omissions \$1,000,000 Per Occurrence

Automobile Liability

Bodily Injury & Property Damage \$1,000,000 Per Accident

All Autos-Owned, non-owned

Uninsured / Underinsured Motorists Per Wisconsin Requirements

The insurance specified above shall be placed with at least an A-/VIII rated carrier per AM Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management as a condition of this Contract. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Contract

Except for Worker's Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFQ.

Vendor's Name

Title

Signature

Date

**CONFLICT OF INTEREST STIPULATION
(Sign and Submit with Technical Proposal)**

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFQ must disclose if any Milwaukee County employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION

BUSINESS RELATIONSHIP

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE _____

DATE _____

SWORN STATEMENT OF BIDDER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at _____,

City, State

On oath, depose and say I am the _____

Official Title

Of the Bidder, _____,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFQ and including all accessory data. I attest to the facts that:

- I have reviewed the RFQ, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFQ (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFQ response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, _____

Notary Public, _____ **County**

State of _____

My commission expires _____.

COVER SHEET FOR TECHNICAL PROPOSAL

(Sign and Submit with Technical Proposal)

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the Proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFQ for Professional Services

Vendor's Name

Title

Signature

Date

COVER SHEET FOR PRICING PROPOSAL

(Sign and Submit with Price Proposal)

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the Proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFQ for Professional Services

Vendor's Name

Title

Signature

Date

EEOC COMPLIANCE

(Sign and Submit with Technical Proposal)

YEAR 2014 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY
CONTRACTS TO BE COMPLETED AND SIGNED BY ALL APPLICANTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as CONTRACTOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

CONTRACTOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

CONTRACTOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

CONTRACTOR also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Audit Compliance

Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206]. CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following:

The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

If a current plan, has been filed indicate where filed _____ and the year covered _____.

CONTRACTOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has (No. of Employees) ____employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____employees in total.

Compliance

CONTRACTOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEOC regulations.

Executed this __ day of _____, 20__ by: Firm

Name _____

By _____ Address

(Signature)

Title _____ City/State/Zip _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Sign and Submit with Technical Proposal)

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

PROPRIETARY INFORMATION DISCLOSURE FORM

(Sign and Submit with Technical Proposal)

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

Contract Conditions

1.0 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

This project has a Disadvantaged Business Enterprise (DBE) goal of 25%. To be considered for Phase 3 work on this project, you must submit a Subcontractor/Supplier Information Sheet (DBE-02) with your Bid/Proposal. Additionally, the award of this portion of the Contract is conditioned upon your good faith efforts in achieving this project's DBE goal, and you must document those efforts by submitting with your Bid/Proposal one of the following:

1. A signed and notarized Commitment to Contract with DBE (DBE-14) form(s)*, evidencing your proposed participation plan to meet or exceed the DBE goal;
- OR
2. A completed Certificate of Good Faith Efforts (DBE-01) form* and all relevant documentation, including a signed and notarized Commitment to Contract with DBE (DBE-14) form for each DBE documenting the participation achieved toward satisfying the goal.

*DBE-14 form(s) must identify (1) the DBE firm(s) by name and address, (2) the scope(s) of work/service(s) to be provided, (3) the dollar amount(s) of such work, and (4) the percentage of the DBE goal to be met. Community Business Development Partners (CBDP) is entitled to reject your Bid/Proposal for failing to identify this information for each DBE.

During the Contract, the successful Bidder/Proposer will use the County's online reporting system to document DBE participation. The Disadvantaged Business Enterprise (DBE) Utilization Specifications and forms to be used are included in the Project Manual/RFP.

A necessary step in the good faith efforts process is contacting CBDP at 414-278-4851 or cbdpcpliance@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed through the following link:

<http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

2.0 COST PROPOSAL BIDDING REQUIREMENTS

A bid bond for \$1,000 shall accompany each contract bid.

No bids may be withdrawn for 60 days after bid due date.

Bidders shall be qualified in accordance with Chapter 43 of the Milwaukee County Ordinances.

Owner reserves right to reject bids, to waive informalities in bid or to accept bid which will be to best interests of Owner.

3.0 WAGE RATES

3.1 Minimum hourly base wage rate and hourly fringe benefits contained in Prevailing Wage Rate Determination issued by State of Wisconsin Department of Workforce Development (DWD) for Milwaukee County for trade or occupations required for each Contract bid shall pertain to THE Phase 3 portion of each Contract. Wage determination is included in Project Manual and is available for review at office of Architecture, Engineering and Environmental Services Section, 633 West Wisconsin Avenue, Suite 1000, Milwaukee 53203.

3.1.1 If labor classification for employee is not listed for work being done, Contractor shall contact State of Wisconsin DWD at 608-266-6469 for resolution. The DWD determination of classification and wage rate shall be final and binding.

3.1.2 If DWD determination fails to identify labor classification, Contractor may request approval from Owner to use staffing and wage rates as determined by the Milwaukee Building and Construction Trades Council at 5941 West Bluemound Road, 414-475-5580. Owner may request documentation from Contractor and DWD office.

3.2 Bid percentages will be acknowledged to maximum 1 decimal place. Numbers beyond 1 decimal place will be ignored, except in case of a tie bid. Example: If bid is 12.387, only 12.3 percent will be used in bid evaluation and payments, unless there is a tie bid.

4.0 QUALIFICATION OF BIDDERS

4.1 *Contractor Qualification Instructions*

In accordance with Chapter 43 of the General Ordinances of Milwaukee County, a Contractor Qualification Statement must be on file no less than five (5) days before bid closing date in order to qualify to submit a bid on a project.

Qualification Statements are only requested for prime contractors. If you are going to be a supplier or subcontractor you need not be on the qualification list.

The Statement will be in effect for a three (3) year period commencing on the day of filing a completed statement.

Section 43.02 (4) states that "The Contents of the Statement shall be confidential and shall not be disclosed except by the written authorization of the Contractor furnishing the same, or for use by Milwaukee County in qualifying the Contractor, or in cases of action against or by the Contractor or Milwaukee County".

If you wish to continue to be on the Contractor Qualification list, please update your Qualification Statement online using our B2GNow software at the link below. This must be completed and approved before the expiration date listed above if you intend to bid as prime contractor on Milwaukee County projects. Be sure to provide all requested information and attachments electronically. Paper copies will not be accepted.

<https://mke.diversitycompliance.com/FrontEnd/StartRegistry.asp?TN=mke&XID=8020> .

4.2 If Qualification Affidavit is not submitted with bid, bid will be rejected.

5.0 PERFORMANCE BOND AND PAYMENT BOND

5.1 While a Labor, Material and Performance Bond will not be required for Phase 1 work, Milwaukee County reserves the right to require such bond for Phase 2 and 3 work. Selected Bidder for each contract shall furnish bonds, when required, using Milwaukee County document Public Improvement Performance/Labor and Material Payment Bond covering faithful performance of Contract and payment of obligations arising thereunder.

5.2 Bonds may be secured through Bidder's usual source and shall be written in amount of 100% of the work contracted for. Deliver required bonds to Owner with Contract.

5.3 Bonds shall be issued by a Surety licensed to do business in Wisconsin and shall be dated on or after date of Contract.

5.4 Require Attorney-in-Fact who executes required bonds on behalf of Surety to affix thereto a certified and current copy of Power of Attorney which shall state monetary limit.

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS

General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition, (Fifteenth Edition), are incorporated by reference and shall be a part of this Project Manual as if herein written in full. Copies of AIA Documents are on file for review at Department of Administrative Services, Architecture, Engineering and Environmental Services Section, Milwaukee County, 633 West Wisconsin Avenue, Suite 1000, Milwaukee, WI 53203.

SUPPLEMENTS

Following supplements modify "General Conditions of the Contract for Construction," AIA Document A201, Fifteenth Edition, 1997. Where a portion of General Conditions is modified or deleted by these Supplementary Conditions, unaltered portions of General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Add Subparagraph 1.1.8:

1.1.8 MISCELLANEOUS DEFINITIONS

- .1 Architect: Time and Material Coordinator or authorized representative.
- .2 Owner: Milwaukee County.
- .3 Prime Contractor: Contractor having a contract directly with Owner.
- .4 Wage Rate: Sum of hourly basic rate plus hourly fringe benefits for each Trade or Occupation shall equal Prevailing Wage Rates issued by the State of Wisconsin, Department of Workforce Development for Milwaukee County as included as a part of this Project Manual. See Section 01200.
- .5 Percent Markup: Include overhead, Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee), Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, other expenses, and profit on "Wage Rate" and/or "cost".
- .6 Cost: Exact amount Contractor pays.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Delete Subparagraph 1.2.1; substitute following:

1.2.1 Agreement shall be signed by Contractor and Owner.

Add to Subparagraph 1.2.5:

In case of disputes over words and abbreviations which have well known or trade meanings, Architect's interpretation of terms shall be final.

1.4 INTERPRETATION

Add following Subparagraph 1.4.2:

1.4.2 Project Manual has Documents and Sections numbered and titled to provide a uniform system in accordance with Construction Specifications Institute's MasterFormat.

1.5 EXECUTION OF CONTRACT DOCUMENTS

Delete Subparagraph 1.5.1 and substitute following:

1.5.1 Agreement shall be signed by Contractor and Owner. In accord with Milwaukee County Code, Chapter 44, Public Works Contracts, Contractor shall return signed Contract and executed Performance Bond, when required, within 10 days from receipt of Contract or as approved by the Director of Administrative Services.

ARTICLE 2 OWNER

2.1 GENERAL

Delete Subparagraph 2.1.2 and substitute the following:

2.1.2 Owner upon reasonable request will furnish to Subcontractors information that is necessary for filing a lien on money due or to become due Prime Contractor.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete Subparagraph 2.2.1

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete Subparagraph 2.4.1 and substitute the following:

2.4.1 If Contractor defaults or neglects to carry out Work in accordance with Contract Documents and fails within seven days after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, after 7 days following receipt by Contractor and without prejudice to other remedies Owner may have, correct deficiencies. In such case, appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor, cost of correcting such deficiencies, including compensation for Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by Owner and amounts charged to Contractor are both subject to prior approval of Architect. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay difference to Owner.

ARTICLE 3 CONTRACTOR

3.4 LABOR AND MATERIALS

Add following Subparagraphs 3.4.4, 3.4.5, and 3.4.6:

3.4.4 Where Owner requests specific materials and equipment to be used, Contractor shall furnish without substitution.

3.4.5 Labor: Contractors and subcontractors employed upon work shall be required to conform to Labor Laws of the State of Wisconsin and various acts amendatory and supplementary thereto and to other laws, ordinances, and legal requirements applicable thereto.

3.4.6 Chapter 30 of the Milwaukee County General Ordinances requires that each contractor, subcontractor or agent performing work on a county project shall staff and pay its workforce the minimum wage according to Prevailing Wage Rate Determination issued by State of Wisconsin, Department of Workforce Development for Milwaukee County. A copy of the Prevailing Wage Rate Determination is on file for review at Department of Administrative Services, Architecture, Engineering and Environmental Services Section, Milwaukee County, 633 West Wisconsin Avenue, Suite 1000, WI 53203 and schedule is included in Project Manual.

.1 If labor classification for employee is not listed for work being done, Contractor shall contact State of Wisconsin DWD at 608-266-6469 for resolution. The DWD determination of classification and wage rate shall be final and binding.

.2 If DWD determination fails to identify labor classification, Contractor may request approval from Owner to use staffing and wage rates as determined by the Milwaukee Building and Construction Trades Council at 5941 West Bluemound Road, 414-475-5580. Owner may request documentation from Contractor and DWD office.

.3 To ensure that intent of Chapter 30 of Milwaukee County General Ordinances is enforced, employees of contractors, subcontractors and agents shall be considered third-party beneficiaries of this contract for the sole purpose of enforcing their rights under Chapter 30 of the Milwaukee County General Ordinances, which is hereby incorporated by reference in this contract. Contractor shall issue its employees and shall require subcontractors and agents working for Contractor to issue to each employee a notice advising each employee of the right to bring an action against said contractor to recover prevailing wage if employee was not paid such wage as determined by pay of trade or occupation determination filed with Milwaukee County.

.4 If wage rate complaint is filed, every contractor shall, upon written notice from the Director of Administrative Services or such other officer as may be designated by County Board, file a true and correct copy of payroll records, including those of subcontractor, with Director of Administrative Services or such designated person. Copies so furnished shall be public records.

.5 Each contractor and subcontractor shall submit with each application for payment, completed LCPTracker Labor Compliance software documentation, furnishing payroll information regarding each employee engaged on project for which payment application is made.

.6 Affidavit of Compliance confirming payment of total required wages and benefits paid to each employee at conclusion of Project shall be submitted at termination of contract.

.7 Contractor shall post and maintain a copy of Prevailing Wage Rate Determination in a conspicuous and easily accessible place at Project site. Owner will furnish Prevailing Wage Rate Determination to Contractors before starting construction.

3.6 TAXES

Add the following to Article 3.6:

3.6.2 Contractor shall be exempted from state sales tax under the following conditions: “The sales price [of a normally taxable item] sold to a construction contractor who, in fulfillment of a real property construction activity, transfers the [item] to [a government entity, including Milwaukee County], if such [item] becomes a component of a facility in the State of Wisconsin that is owned by Milwaukee County. In this subsection, ‘facility’ means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and waste water treatment facility, but does not include a highway, street or road. Contractor shall apply for the sales tax exemption and provide Owner with State sales tax exemption documentation.

3.7 PERMITS, FEES AND NOTICES

Supplement Subparagraph 3.7.1 as follows:

Contractor will pay State of Wisconsin plan examination fee when applicable. Contractor shall secure and pay the cost of local building permit. Certificates of Inspection and a copy of any required Building Permit shall be delivered to Architect promptly upon receipt.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add to 3.10.1: Additional information is specified in Division 1.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add to 3.11.1: Additional information is specified in Division 1.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add to 3.12.5: Additional information is specified in Division 1.

3.13 USE OF SITE

Add to 3.13.1: Additional information is specified in Division 1.

3.14 CUTTING AND PATCHING

Add to 3.14.1: Additional information is specified in Division 1.

3.15 CLEANING UP

Add to 3.15.1: Additional information is specified in Division 1.

3.18 INDEMNIFICATION

Replace entire Article with the following:

Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss and expense including costs and attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this AGREEMENT. Contractor shall further indemnify the County from, and defend against any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) Federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) employment discrimination or harassment under any legal theory, (3) any personal injury (including death) received or sustained by any employee of a party, its subcontractors, agents, or invitees for any reason, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent or otherwise, to the extent caused by a party or its employees.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

Delete Subparagraph 4.2.10 and substitute the following:

4.2.10 Owner will have a project representative to coordinate with and assist Architect in carrying out Architect's responsibilities at site.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

Add to Paragraph 4.4.7:

Owner reserves right to have claims, disputes, or other matters in question decided by litigation. If Owner waives right to litigation, then provisions stated under paragraphs 4.4, 4.5 and 4.6 shall apply, except that additional parties, including Architect, Architect's employees, and consultants may be included.

ARTICLE 5 SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Supplement Subparagraph 5.2.1 as follows:

Use Subcontractors and Material Suppliers as directed by Architect. Submit list of Subcontractors and Material Suppliers for Architects approval for each work order of project.

Supplement Subparagraph 5.2.3 as follows: If agreement on Subcontractors or Material Suppliers cannot be reached, Milwaukee County reserves right to select Subcontractors or Material Suppliers or to delete that particular portion of work from Contract or from Work Order.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.3 Add the following Clause .1 to 7.1.3:

.1 Costs or credits to Owner resulting from a change in Work shall be determined by Time and Material prices and percentages stated.

ARTICLE 8 TIME

Delete Subparagraph 8.1.2 and substitute following:

8.1.2 Date of commencement of Work is date established in Notice to Proceed. If there is no Notice to Proceed, it shall be date Owner assigns Work Order or job request. Date shall not be postponed by failure to act of Contractor or of persons or entities for whom Contractor is responsible.

8.2 PROGRESS AND COMPLETION

Supplement Paragraph 8.2.1 as follows:

If required work cannot be performed during normal working hours on normal working days, special arrangements can be made to perform the work on evenings and on Saturdays and Sundays. No extra compensation will be allowed because of premium time which may be involved where premium work is through fault of Contractor. If and when overtime work is authorized by Owner, Owner will pay, at established rates, increase to hourly pay due to overtime hours worked, in accordance with Ordinance 30, less fringe benefits and percent markup on premium pay.

8.2.3 Supplement Subparagraph 8.2.3 as follows:

.1 It is agreed that date of beginning, rate of progress, and time for completion of Work to be done are essential conditions of this Contract, and that Work shall be commenced when Owner gives Contractor written Notice to Proceed or date Owner assigns Work Order.

.2 If Contractor neglects, fails, or refuses to complete projects or work orders within specified time or extension granted by Owner, Contractor agrees to pay Owner Two Hundred Dollars (\$200) per calendar day, not as penalty but as liquidated damages, for each day of default. This amount is agreed upon because of the impracticality and difficulty of ascertaining actual damages to Owner with respect to inconvenience to public, added cost of engineering and supervision, and other items, such as rent, interest, services, and user benefits. Contractor shall complete required punch list correction items within 30 calendar days after the established substantial completion date. If Contractor neglects, fails, or refuses to complete punch list correction items within the 30 calendar days, Contractor agrees to pay Owner an additional Two Hundred Dollars (\$200) per calendar day, not as penalty but as liquidated damages, for each day of default.

.3 Contractor shall not be charged with liquidated damages when delay in

completion is due to:

- .1 Preference, priority or allocation order fully issued by Government;
- .2 Acts of God or of public enemy, acts of Owner, acts of another Contractor in performance of Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes - labor disputes, freight embargoes, and unusually severe weather and;
- .3 Delays of Subcontractors or suppliers occasioned by the causes specified in Subclauses .1 and .2 of this Clause;
- .4 Within seven days from beginning of such delay, Contractor shall notify Owner, in writing, of cause of delay. Owner shall ascertain justification for delay and notify the Contractor within reasonable time of its decision regarding imposition of liquidated damages.
- .4 If Contractor cannot complete work orders or projects on or before time specified, written request for extension of time may be made. Reason justifying extension shall be set forth fully. If Owner finds that Work was delayed because of conditions beyond control of Contractor, or that quantities of work to be done are in excess of estimated quantities by amount sufficient to warrant additional time, it may grant extension of time for completion. Extended time for completion shall then be considered as in full force and effect as if it were original time for completion.
- .5 Should Contractor fail to complete Work within time agreed upon or within such extra time as may be allowed by extensions, there shall be deducted from monies due or that may become due Contractor sum of liquidated damages sustained.
- .6 Permitting Contractor to continue and finish Work or part thereof after time affixed for its completion or after date to which time for completion may have been extended shall in no way operate as waiver on part of Owner or Owner's rights under Contract.

8.3 DELAYS AND EXTENSIONS OF TIME

Delete Subparagraph 8.3.3 and substitute following:

8.3.3 Owner shall not be liable to Contractor and/or Subcontractor for claims or damages or monetary claims caused by or arising out of delays. Sole remedy against Owner for delays shall be allowance to claimant of additional time for completion of Work, amount thereof to be determined by Architect in accordance with foregoing provisions of above subparagraphs.

ARTICLE 9 PAYMENTS AND COMPLETION

Add the following to Article 9:

All applicable provisions of federal, state, and local laws, rules, regulations and ordinances shall

apply to this agreement, including, but not limited to Wis. Stats. SS 779.14 (1m) which requires, among other things, that Milwaukee County shall reserve the authority in the case of contracts not exceeding \$100,000.00 (as further described in that section) to make direct payments to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractor. In any such case where such payments are made by Milwaukee County, the prime contractor agrees that its sole remedy for any deficiency or disputed amounts paid to a subcontractor by the County shall be against the subcontractor and not Milwaukee County. The prime contractor specifically agrees to hold Milwaukee County harmless for any such deficient, disputed, or erroneous payments.

9.2 SCHEDULE OF VALUES

Add following Clause 9.2.1.1:

- .1 DBE participation contract value and work completed shall be separated, or payment will not be processed.

9.3 APPLICATIONS FOR PAYMENT

Add following clauses .3, .4, .5, and .6 to Subparagraph 9.3.1:

- .3 Form of Application for Payment shall conform to sample forms enclosed, or as recommended and approved by Owner.

- .4 On monthly basis, Contractor shall submit to Architect an itemized Application for Payment for Work performed, supported by such data substantiating Contractor's right to payment as Owner or Architect may require.

- .5 With each Application for Payment, submit completed LCPTracker Labor Compliance software Payroll Report information for payment application period. See Clause 3.4.6.5 of these Supplementary Conditions.

- .6 Until Work is 50 percent complete, Owner shall pay 95 percent of amount due Contractor on account of progress payments, less amount of notice of liens under laws of State of Wisconsin. At time Work is 50 percent complete and thereafter, and if head of department having jurisdiction over contract determines Contractor's performance and progress are satisfactory and with consent of Contractor's Surety, Owner will authorize remaining partial payments be paid in full. At 50 percent completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

Add following Clauses .1, .2, .3, and .4 to Subparagraph 9.3.2:

- .1 Requests for payment involving materials stored off-site shall meet criteria established in advance by Owner and Architect.

- .2 Requests for payment involving materials stored off-site will be considered

conditional upon submission by Contractor of bills of sale or satisfactory evidence of payment and proof of suitable storage and protection at a mutually agreed location within Milwaukee County or adjacent border counties. A Certificate of Insurance covering the material stored off-site shall be submitted with the Request for Payment.

.3 Partial or complete payment for material stored off-site shall not relieve Contractor from total responsibility for care and protection of stored materials, nor does payment waive Owner's right to require fulfillment of terms of Contract.

.4 Material stored off-site shall be protected as required by storage conditions. Material shall be labeled "Property of Milwaukee County" and accessible for Owner's inspection. Inventory of such stored material, insurance certificates, and bill of sale or satisfactory evidence of payment, listing value of product, shall accompany request for payment. List bill of sale value separately on Application for Payment Form.

.5 Contractor shall submit the completed Advance Purchase Affidavit and Waiver of Lien that is contained at the end of this document (00800) and is added to and included as a part of this Supplementary Conditions.

9.7 FAILURE OF PAYMENT

Delete Subparagraph 9.7.1 and substitute 9.7.1 and 9.7.2 as follows:

9.7.1 If Contractor is not paid within 30 days after receipt and acceptance of a properly completed Application for Payment or receipt and acceptance of property or service, whichever is later, Owner will pay interest on balance due Contractor from monies appropriated for administration of contract.

.1 Interest will be paid on balance due from 31st day of receipt and acceptance of properly completed Application for Payment or receipt and acceptance of the property or service, whichever is later, at rate specified in Paragraph 13.6 compounded monthly.

.2 Improperly Completed Application for Payment: Owner will notify Contractor of improper Application for Payment within 10 working days of receipt and reason it is improperly completed.

9.7.2 Contractors who contract or engage Subcontractors to perform part of Work shall pay Subcontractors for satisfactorily completed work in timely fashion. Payment is timely if it is mailed or delivered to Subcontractor no later than 7 days after Contractor's receipt of payment by Owner.

.1 If Subcontractor is not paid in timely fashion, Contractor shall pay interest on balance due from 8th day after Contractor's receipt of payment from Owner at rate specified in Paragraph 13.6, compounded monthly.

.2 Subcontractors receiving payments under this Contract shall pay lower-tier Subcontractors in timely fashion and be liable for interest on late payment in same amount as Contractor is required to pay its Subcontractors.

9.8 SUBSTANTIAL COMPLETION

Add the following to Subparagraph 9.8.3:

Upon approval by Owner and Architect's determination, amount not less than 3 times established cost to complete or correct items on list of uncompleted items shall be retained until Final Completion, but in no event shall the total retainage be more than 10% of the value of the work completed.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add following Clauses .1, .2, and .3 to Subparagraph 9.10.1:1:

.1 Subsequent inspection trips to check unfinished work on punchlist will be paid for by Contractor at Architect's regular rate.

.2 Additional items of work which cannot be completed by established completion date of original contract shall not preclude payment of final retainage of original base contract.

.3 Affidavit stating total wages and benefits paid to each employee shall accompany final application for payment. See Clause 3.4.6.6 of these Supplementary Conditions. (Copy of affidavit form is available from Milwaukee County.)

ARTICLE 11 INSURANCE AND BONDS

Replace entire article with ATTACHMENT D - Insurance and Indemnity Acknowledgement Form

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add following Subparagraphs 12.2.6 and 12.2.7:

12.2.6 Approval of material or work at any time or stage of construction will not prevent its subsequent rejection for cause.

12.2.7 Nothing herein intends or implies that warranties shall apply to Work which has been abused or neglected by Owner or Owner's successor in interest. Usual wear and tear and result of accident not chargeable to Contractor or agents are exempt from requirements of 12.2.6 above.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.6 INTEREST

Delete Subparagraph 13.6.1 and substitute following:

13.6.1 Payment due and unpaid under Contract Documents shall bear interest at rate specified in Wisconsin Statutes 71.82 (1) (a) compounded monthly.

Add the following Paragraphs 13.8, 13.9, 13.10, and 13.11:

13.8 AFFIRMATIVE ACTION POLICY

13.8.1 Milwaukee County, by County Board Resolution and by Executive Order, has established an Affirmative Action Program, providing for equality in employment opportunities regardless of race, religion, color, national origin, age, sex, or functional limitation. Consistent with the foregoing program and Milwaukee County's Opportunity Employment Policy, contractors, subcontractors, vendors, and suppliers are requested to support Milwaukee County in this effort by providing equality in employment opportunities to women and minorities and shall not discriminate on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, marital status, ancestry or disability.

13.8.2 Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees to meet the requirements stated in Equal Opportunity Contract Requirements.

13.8.3 Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of the Contract or such other remedy, as the recipient deems appropriate.

13.9 AUDIT

13.9.1 Records and Audits. Contractor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Contractor, including not limited to, handwritten, typed or printed pages, maps charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County. Any subcontracting by the Contractor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Contractor. Contractor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of each contract term.

13.10 INDEPENDENT CONTRACTOR

13.10.1 Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Owner or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

13.11 PROHIBITED PRACTICES

13.11.1 Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest with County.

13.11.2 Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Clause 14.1.3 and substitute the following:

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss as of date of the letter from Milwaukee County terminating the Contract with respect to materials, equipment, tools, construction equipment and machinery, including the overhead and profit allowance amount contained on Bid Form.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

Add Subparagraphs 14.3.3, 14.3.4 and 14.3.5 as follows:

14.3.3 Upon receipt of written notice from Owner of such termination for Owner's convenience, Contractor shall:

- .1 Cease operations as directed by Owner in Notice;
- .2 Take actions necessary, or that Owner may direct, for protection and preservation of Work; and
- .3 Except for Work directed to be performed before effective date of termination stated in Notice, terminate existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

14.3.4 Amount to be paid to Contractor by Owner in event of termination shall consist solely of:

- .1 amount for Work performed on terminated portion of Work before effective date, cost of that Work and cost of settling and paying termination costs under terminated subcontracts that are properly chargeable to terminated portion of Work; and
- .2 allowed costs of settlement of Work terminated including accounting, clerical and other approved expenses necessary for preparation of termination settlement proposals and supporting data; additional costs of termination and settlement of subcontracts excluding amounts of such settlements; and storage, transportation, and other costs incurred which are approved as necessary for preservation, protection or disposition of terminated Work.

14.3.5 Allowance shall be made for payments previously made to Contractor for terminated portion of work, and claims which Owner has against Contractor under contract, and for value of materials, supplies, equipment or other items that are part of costs of Work to be disposed of by Contractor.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Add the following to Article 14.4.1:

“upon at least seven (7) days’ written notice to the Contractor.”

Delete Clause 14.4.3 and substitute the following:

14.4.3 In case of such termination for Owner's convenience, Contractor shall be entitled to receive payment from Owner on same basis provided in Subparagraph 14.1.3 as amended by these supplementary conditions.

Add Article 14.5 as follows:

14.5 TERMINATION OF CONTRACT

14.5.1 Contracts shall terminate 3 years from the date of contract execution. This Contract may be extended by mutual agreement upon thirty (30) days' written notice.

14.5.2 Adjustments to Wage Rates shall be made according to Prevailing Wage Rate Determination issued by State of Wisconsin, Department of Workforce Development for Milwaukee County issued in January of each year. See Article 3.4.6.

14.5.3 Annual adjustments shall be not be made to percentage mark-ups.

14.5.4 Thirty (30) days before termination date, under same terms and conditions and upon mutual consent of Milwaukee County and Contractor this agreement may be extended for an additional term of one year. At the end of renewal term and under the same circumstances, an option to renew for a third term of one year may be exercised.

14.5.5 Work Orders not completed by termination date shall be completed by assigned Contractor as part of these Contract Documents.

GENERAL REQUIREMENTS

SECTION 01100 SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Conditions and Requirements.
- B. Type of contract.
- C. Work area.
- D. Contractor use of site and premises.
- E. Keys
- F. Owner occupancy.
- G. Work conditions.
- H. Contracts.
- I. Material by Owner.

1.2 RELATED SECTIONS

- A. Section 01200 – Price and Payment Procedures
- B. Section 01300 – Administrative Requirements

1.3 CONDITIONS AND REQUIREMENTS

- A. There is no guarantee of work and there is no exclusivity for various Contracts.
- B. Owner, through its authorized representative, agent or employee shall have sole authority and discretion to determine what work will be performed on Time and Material basis. It is solely Owner's decision and within its sole discretion to determine whether or not work is to be performed under this Time and Material Contract or whether work will be awarded and performed by some other method.

- C. Prime Contractor shall have permanent local (Milwaukee County and the four border counties) representation to perform work throughout life of Contract.
- D. Each Contractor, subcontractor, or material supplier shall be informed as to conditions relating to execution of Work Orders. Neglect of this requirement will not be accepted as cause for additional compensation.
- E. Sequence of operations or place of commencement may be determined by Owner as deemed to best serve needs and convenience of Owner.

1.4 TYPE OF CONTRACT

- A. Annual Time and Material Prime Contracts are used to supplement Owner's work force and to complete Projects and Work Orders as directed by Owner.
- B. Agreement Form will be furnished and completed by Milwaukee County for signatures and bonding. Agreement forms may be reviewed at the Department of Administrative Services, Architecture, Engineering and Environmental Services Section, Milwaukee County, 633 West Wisconsin Avenue, Suite 1000, Milwaukee, WI 53203.

1.5 WORK AREA

- A. Work areas include anywhere assigned by Time and Material Coordinator or authorized representative at various sites throughout Milwaukee County, with primary area as follows:
 - 1. Courthouse Complex: 901 North 9th Street, including properties within a five mile radius from the Courthouse Complex, as requested by Owner.

1.6 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by others and work by Owner.
 - 3. Use of site and premises by public.
- B. Regulate and perform work in a manner to cause least possible disturbance and inconvenience to use of site and building.
 - 1. Access to construction and work areas shall be as directed by Owner.
 - 2. Contractors and subcontractors shall arrange for delivery of materials and equipment to place of installation and for removal of surplus and debris.
- C. Contractor shall notify Diggers Hotline in accordance with State laws and requirements. Contractor shall also notify Milwaukee County and other private utilities not included in the Diggers Hotline.
- D. Provide constant dust, dirt, and debris control. Remove demolished material from Owner's property as soon as possible.
- E. Use rubber-tired equipment for transporting materials and equipment on paved surfaces and within building; load shall not exceed pavement, floor, or roof capacities.

- F. Contractor shall confine equipment, storage of materials, and operations of workers to limits indicated and as directed.
- G. Owner assumes no responsibility for damage or loss due to storing of materials and equipment.
- H. Maintain traffic on roads. Keep entrance and delivery areas open to traffic.
- I. Exercise special care in use of certain types of equipment such as air hammers or others that make excess noise that may interfere with operation of business. Clear equipment causing excess noise with Owner before use on Project.
- J. Exercise special care in use of certain types of equipment such as vibratory type that set up vibrations that may interfere with operation of Owner's equipment. Avoid electronic interference with Owner's equipment. Clear equipment that could cause interference with Owner before use on Project.
- K. If ceiling tile are removed for work or inspection, replace tile at the end of each working day and when inspection is complete. Notify Owner of soiled or damaged ceiling tile so they can be replaced.
- L. When access to electrical outlet, etc., is needed for work in hallways or neighboring room, respect privacy of residents. Workers shall check at the desk for use of a vacant room. If this is not possible, workers shall knock and wait for an answer before entering.
- M. Contractors and workers shall respect privacy, refrain from use of foul or abusive language, etc., and obey Owner's rules for conduct of workers.
- N. Identifying Badges: Contractors, subcontractors, and their employees shall wear identifying badges when requested by Owner. Contractors and/or subcontractors shall provide badges or use Owner approved badges as required.
1. Badge: Minimum 2 inches by 3 inches, readily readable, and capable of being attached with pin or clip.
 2. Information: Type or print Contractor's/Subcontractor's name, Contractor's/Subcontractor's title, address, and telephone number.
 3. Signature: Wearer's signature shall appear below wearer's typed or printed name.
- O. Contractor shall note special security working conditions at each facility. Coordinate Work with Owner's staff and security to obtain access to the project at anytime. No materials, equipment or tools may remain within any part of the facility when not performing work. Provide security and facilities to protect Work, equipment, tools, materials, existing facilities, and Owner's operations.
- P. When Work of project is within a secured facility. Contractor, subcontractors and material suppliers may be subjected to background investigations by the Sheriff's department for outstanding violations. If violations are discovered, Contractor and employee shall be subject to dismissal.

1.7 KEYS

A. No keys will be issued to Contractors. Contact building superintendent for access to work areas within buildings. If required, there is a \$100 refundable Key Deposit per set of keys for access to some Work areas. If keys are not returned, Contractor shall pay cost of re-keying locks affected by loss. Key Deposit will be returned when keys are returned upon completion of work order. Owner will not pay Key Deposits or forfeitures. Full retainage will not be released until keys have been returned.

1.8 OWNER OCCUPANCY

A. Owner will occupy premises during entire period of construction and conduct normal operations. Interrupt utilities at times and as directed by Owner.

B. Use adequate protection, such as temporary enclosures, security, etc., so intended use of existing facilities may continue during construction.

C. Adhere to Owner's policy and safety regulations when performing work on or within existing facilities.

D. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

E. When work is performed in Owner occupied areas, leave these areas clean, dust and dirt-free, and remove tools, material, and equipment at end of each work day. Account for tools and equipment.

1. Keep public areas clean. If Contractor fails to keep areas clean, Owner will clean these areas and deduct cost of this cleaning from Contractor's Work Order or Contract payment.

1.9 WORK CONDITIONS

A. Owner may assign staff or supervise Contractor's employees during execution of work under this Time and Material Contract. Cooperate with Owner's employees.

B. Milwaukee County Courthouse Complex facilities are a secured public facility. Facilities are controlled by security staff and security checkpoints. Contractor shall secure and guard materials, tools, and equipment at all times. Contractor will be required to follow Owner's security requirements at all times.

C. Contractors may be required to have employees available 7 days a week and 24 hours a day for emergency work, when requested by Owner. Contractors' failure to respond to emergency calls within 4 hours may be cause to terminate Contract.

1. Give Owner one or more local phone numbers of persons to call on a 24 hour a day basis to respond to emergencies.

D. Where possible, materials for Projects or Work Orders shall be brought to work area by Contractor's Employees when reporting in for work.

E. If workers, materials, equipment, etc., are not used on project, or their portion of work is complete and they are no longer needed, no payment shall be made for these workers,

materials, equipment, etc.

F. Owner may direct or select subcontractors and materials to be used and Prime Contractors shall comply with Owner's directions and selections.

G. If requested by Owner, Contractors may be required to file daily or weekly progress reports to and of type required by Owner. Progress reports are not reimbursable.

1.10 CONTRACTS

A. Subcontractor invoicing markup will not exceed the Prime Contractor's submitted invoicing markup without Owner's prior written approval.

B. Submit list of personnel assigned to each project with training or trade and credential, equipment owned, experience, previous similar Contracts including names and phone numbers and/or projects and persons to contact. Submission of incorrect information and/or documentation will be considered non-responsive and result in recommendation of rejection of bid, and if after award of Contract, termination of Contract.

1. Contractor personnel qualifications shall include that skilled trades hold either a Journeyworker or master credential. Contractor and Subcontractors providing Work of Contract shall provide employee staff that are credentialed as Journeyworker or master in their labor classification.

2. Contractor may use apprentices with the prior approval of Owner. Apprentice use shall follow DWD Bureau of Apprenticeship Standards prescribed ratio of apprentice to Journeyworker as noted on the DWD website as follows and listed at the end of the this summary section :

https://dwd.wisconsin.gov/apprenticeship/pdf/construction_trade_ratios.pdf

Construction Trades - Ratios

Carpentry	1:1 (1 apprentice to 1 employer/journeyworker)	thereafter, 1 apprentice to 3 journeyworkers
Electrical	<p>Shop ratio: 1:1, then 2nd apprentice for 3-4 journeyworkers, then 2 more journeyworkers for each apprentice (between 5 and 12 journeyworkers), then 1 apprentice for each 2 journeyworkers</p> <p>Jobsite: no more apprentices than journeyworkers (1:1) 5th year apprentices may work alone on jobs for which they are trained and qualified; they are ratio neutral but not counted as journeyworkers.</p>	
Glazing	1:1	thereafter, 1 additional apprentice for each 3 journeyworkers
Heat & Frost Insulation	1:1	thereafter, 1 apprentice to 3 journeyworkers
Heavy Equipment Operator	1:1	thereafter, 1 additional apprentice for each 5 journeyworkers
Ironworker	1 apprentice for each 4 Structural and Reinforcing Ironworkers and 1:1 Ornamental Ironworker	
Construction Craft Laborer	1 apprentice for 3 journeyworkers, 2 apprentices for 8 journeyworkers; 3 apprentices for 30 journeyworkers; thereafter, 1 apprentice to 10 additional journeyworkers Apprentices with 3000 hours are ratio neutral.	
Masonry	1:1	thereafter, 1 apprentice to 1 journeyworker
Operating Engineer	1:1	thereafter, 1 apprentice to 6 journeyworkers
Painting/Decorating	1:1	thereafter, 1 apprentice to 3 journeyworkers 4 th year apprentices may work alone after completion of all paid and unpaid related instruction.
Plumbing	1:1 Master Plumber and licensed apprentices	2 journeyworkers to 1 apprentice; 3 journeyworkers to 2 apprentices; 4 journeyworkers to 3 apprentices; 5 or 6 journeyworkers to 4 apprentices; 7, 8 or 9 journeyworkers to 5 apprentices; 10 journeyworkers to 6 apprentices;

Plumbing (cont'd)		thereafter, 1 apprentice to 2 journeyworkers
	4 th and 5 th year apprentices may work alone after completion of all paid and unpaid related instruction and they are ratio neutral	
Roofing	1:1 or 2 journeyworkers	thereafter, 1 apprentice to 2 journeyworkers
Sheet Metal	1:1	thereafter, 1 apprentice to 2 journeyworkers
	5 th year apprentices may work alone for jobs for which they are trained and competent. 5 th year apprentices are ratio neutral.	
Sprinklerfitting	1:1 licensed journeyworker	thereafter, 1 apprentice to 1 licensed journeyworker
	Apprentices in final 12 months, who are current in educational requirements, are ratio neutral	
Steamfitting	1:1	2 nd apprentice if 3 journeyworkers; 3 rd apprentice if 5 journeyworkers; 4 th apprentice if 7 journeyworkers

1.11 MATERIAL BY OWNER

- A. Owner may furnish materials for Time and Material Contractors to use, as directed.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Measurement and payment criteria and methods applicable to Work performed.
- B. Defect assessment and non-payment for rejected work.
- C. Schedule of values.
- D. Performance criteria.

1.2 RELATED SECTIONS

- A. Section 01100 - Summary
- B. Section 01300 - Administration Requirements

1.3 MEASUREMENTS

- A. Take measurements and compute quantities. Owner will verify measurements and quantities.
- B. Provide receipts, invoices, proof of cost, and other criteria when requested by Owner.
- C. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of Work.

1.4 PAYMENT

- A. Payment Includes: Full compensation for required labor, products, equipment, and incidentals; erection, application or installation of item of Work; percent markup as applicable.
- B. Final payment for Work will be made on basis of actual measurements and quantities accepted by Owner which are incorporated in or made necessary by Work.

1.5 DEFECT ASSESSMENT

- A. Replace Work or portions of Work not conforming to industry standards and Owner quality requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace defective Work, Owner will direct one of following:
 - 1. Defective Work will remain; price will be adjusted at discretion of Owner.
 - 2. Defective Work will be partially repaired to instructions of Owner; price will be adjusted at discretion of Owner.
- C. Authority of Owner to assess defect and identify payment adjustment is final.
- D. No payment will be made for replacing defective Work.

1.6 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required Work.
 - 5. Products remaining on hand after completion of Work.
 - 6. Loading, hauling and disposing of rejected Products.

1.7 PERFORMANCE

A. Contracts and work orders will be Labor and Material Force Account (Time and Material). Contractors are requested to submit a quotation for a Not-to-Exceed amount. Requested Quotations shall include complete cost breakdown of labor, hours and rates, materials and costs, subcontracts, equipment, other costs, starting date and completion date for Owner's approval. Quotations are not reimbursable. Quotations shall be effective and open for acceptance for a period of 30 days after date received by Architect.

1. When requested, complete "Work Order Request" form with complete breakdown of costs and time.

B. Submit Quotations requested by Owner within three working days, unless directed otherwise. Failure to expedite quotations shall be cause to terminate Contract.

C. Contractor's employees shall be required to report in and check out as directed by Owner. Payments will be based on hours recorded on job between reporting in and check out time.

D. Contractor may be requested to submit quotations for a Not-to-Exceed amount and do Work at other facilities of Milwaukee County. Work at other facilities shall be done under conditions of Contract Documents for which Contractor has an Agreement. Contractor has right to accept or reject Work at other facilities.

1.8 SCHEDULE OF VALUES

A. Submit an itemized list of materials, labor, equipment, subcontracts and other items, including costs, rates, units and amounts.

B. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of Work. See "Work Order Request" form included.

1.9 TIME SHEETS

A. Submit time sheet records in duplicate for Owner's Representative signature at end of each workday. Sample forms are enclosed. Include the following complete information or time sheets will be rejected.

1. Name of Contractor
2. Date
3. Location of work and Project
4. Work Order number (if available)
5. Job Description
6. Names of employees, job classification, hours worked.

B. Incomplete time sheets will not be signed. If incomplete time sheets are signed, submit a properly completed time sheet with application for payment or payment will be rejected until properly completed.

C. Daily time sheets will be signed by Owner's designee, unless Owner waives daily signing.

Submit 1 time sheet to Owner's designee with Payment Request. Owner's signing of time sheet is not an approval for extra compensation.

1.10 PAYMENT REQUEST

A. Include Time and Material Records, invoices, receipts, time sheets, payroll reports, and proof of costs with requests for payment. No payment will be made until Time and Material Records, invoices, receipt, time sheets, and proof of costs required are properly submitted.

B. Payment for work performed will be made upon submission of invoices and itemized statement of cost detailed as follows:

1. Contractor and date.
2. Work Order Number and Job Description.
3. Dates included in Application for Payment.
4. Employee's name, Labor Classification, rate, hours worked, and dates.
5. Quantities and description of materials, prices, and total cost, including invoices.
6. Copy of signed time sheets.
7. Note Subcontractors separately.
8. Note DBE participation separately.
9. Equipment description (when required), use, time, rate, and invoice.
10. Payment Application Payroll Report.

C. A sample of Time and Material Records for labor, material, subcontractors, and equipment is herein included; submit with each application for payment.

D. Request for payment shall be supported by invoices for material, equipment, other items used. If item is not specifically purchased for project, but taken from Contractor's stock, include a statement certifying that such material was taken from stock, quantity used, and price representing actual cost to Contractor. A copy of stock purchase invoice may serve as proof of Contractor's cost.

E. Payments shall be made for each work order or project, and not more than once every month upon receiving proper application for payment.

PART 2 PRODUCTS

2.1 LABOR COSTS

A. Reimbursable Wages for Labor:

1. On-site workers, skilled and unskilled. Use of Foreman requires prior written approval of Owner before payment will be made.
2. Off-site workers, skilled and unskilled, employed directly on work of project. Use of off-site workers requires prior written approval of Owner before payment will be made.
3. Apprentices and Helpers shall be paid at their scheduled wage rate plus Labor percent markup. Use of apprentices requires prior written approval of Owner.
4. If labor classification for employee is not listed for work being done, Contractor shall contact State of Wisconsin DWD at 608-266-6469 for resolution. The DWD determination of classification and wage rate shall be final and binding.
5. If DWD determination fails to identify labor classification, Contractor may request

approval from Owner to use staffing and wage rates as determined by the Milwaukee Building and Construction Trades Council at 5941 West Bluemound Road, 414-475-5580. Owner may request documentation from Contractor and DWD office.

6. Example: If wage rate is \$20 per hour and labor markup bid is 30 percent, Contractor will receive \$26 (\$20 times the 30 percent markup) for each hour of each worker.

B. If rates are increased during year, higher or increased amount will be paid as indicated in Prevailing Wage Rate Determination as defined in County Ordinance 30. Rate of increase will be exact amount as defined in County Ordinance 30.

C. If Contractor uses persons with classification not listed in Prevailing Wage Rate Determination, Owner's prior written approval of wages and use of persons is required.

D. Non-Reimbursable Costs or Wages:

1. Safety inspections, preventive maintenance, and repair of Contractor's machinery, equipment and tools.

2. Salaried personnel, principals of firms, superintendents, timekeepers, estimators, expeditors, secretarial staff, typists, payroll staff, office personnel, engineers, architects, designers, etc.

3. Employees sent to project and no work is performed or employees not able to perform required work.

E. Irregular hours and weekend and holidays work hours will be compensated at hourly rate of Ordinance 30 times percent bid. Overtime premium pay does not include fringe benefits and percent markup.

2.2 MATERIAL COSTS

A. Materials Reimbursable:

1. Materials incorporated in project, on presentation of invoices and receipts, at cost times material percent markup. Sales tax may be added, if applicable, but percent markup shall not apply to sales tax.

2. If materials are taken from stock, submit receipts and invoices of stock items and unit prices.

B. Materials Reimbursable at Cost:

1. Expendable materials and supplies consumed in performance of Work, at cost. Deduct salvage value at conclusion of Work of items not used and items used, but not consumed, which remain property of Contractor, such as concrete forms.

2.3 SUBCONTRACTOR

A. Assignment or performance of any portion of work by subcontractor shall have prior written approval of Owner.

B. Contractor shall furnish Owner with complete breakdown of subcontractor costs before employing subcontractor. Breakdown shall detail labor, equipment, and materials as required and approved by Owner. Required cost breakdown shall include, but is not limited to, the requirements detailed in Article 2.1 - Labor Costs and Article 2.2 - Material Costs as noted

above, along with all other items outlined in Section 01200 - Price and Payment Procedures, as applicable to the Work Order Request.

C. Subcontractor: Cost of services by others such as Subcontractors and Sub-subcontractors required in performance of Work will be paid on presentation of invoices or receipts, at cost times Subcontractor percentage markup. Material suppliers that do not have on-site labor to install a product or materials shall be paid as specified under Article 2.2, Material Costs.

2.4 CHARGES REIMBURSABLE AT COST

A. Charges for rubbish removal, storage equipment (such as dumpsters), transportation, and disposal fee.

B. Rental equipment and special machinery, such as backhoe, crane, bulldozer, elevator hoists, trenching machine, coring machine, concrete breakers, trucks used for hauling earth for an excavation or backfill, and other such equipment shall have prior approval. If Contractor owns equipment, payment will be at rental rate as approved. Rental or owned equipment used will be paid on basis of lower of daily, weekly, or monthly rate depending on usage. If equipment is not used for a period of time or no longer required, payment for equipment shall terminate and extended costs shall be responsibility of Contractor. "Down Time" on equipment and special machinery shall not be reimbursable.

1. Owned or rented equipment rental rates shall be competitive for Milwaukee area and subject to verification as requested and approved by Owner. Rates at cost apply to Subcontractors.

2. If agreement cannot be reached on equipment rates, rates shall not exceed rental rates contained in Rental Rate Blue Book, published by Dataquest, Inc., San Jose, California. Rental rates in effect on January of each year will be used throughout term of Contract. Rates will be adjusted for regional differences.

3. When Owner requests equipment to "stand-by" and remain on site for later use, only one-half of rate will be paid for "stand-by" period.

4. Equipment rate will apply to travel time for self powered equipment; when equipment is transported, transporting vehicle rate only will be paid. Equipment Mobilization/Demobilization travel time is actual time of move as monitored by Owner, but not to exceed 2 hours total.

5. Equipment having a replacement value of \$1,000 or less will be considered "small tools" and no allowance will be made for use.

6. Submit equipment name, model number, year, capacity, horsepower, and other data verifying rates.

7. Equipment rates not listed in Rental Rate Blue Book must have Owner approval before use to receive compensation.

C. Permits and fees with receipt. Work related deposits lost for causes other than Contractor's negligence.

D. Losses sustained by Contractor, not compensated by insurance, in connection with Work and not due to workmanship, fault or neglect of Contractor, including settlements made with written consent and approval of Owner. If such loss requires reconstruction and Contractor is placed in charge of Work, pay for services shall be on basis of original agreement.

- E. Costs incurred due to emergency affecting safety of persons and property.
- F. Other costs incurred in performance of work of and to extent approved in advance by Owner in writing.
- G. Following costs shall not be reimbursable without written approval of Owner and then reimbursement shall be at cost:
 - 1. Disposable safety and protective clothing and equipment.
 - 2. Scaffolding, swing stage, chutes, ramps, etc.
 - 3. Trucking necessary for delivery of large quantities of material required for work, as piping, lumber, sand and gravel, etc. and earth removal. With approval, truck as agreed upon and driver at same rate as specified under Article 2.1--Labor Costs. Reimbursement will be made only for time that truck is in use for project. No reimbursement for parked trucks.
 - 4. Use of service vehicle must have prior written approval of Owner before reimbursement can be made. Approval for 1 time shall not be construed to mean blanket approval. Limit service vehicle usage to emergency calls only; pay will be, with prior written approval, for not over two hours at a pre-fixed or competitive rate. If service vehicle is approved, payment will be for vehicle only.
 - a. Service vehicles shall have parts, tools, equipment, materials and items required for service and work to meet requirements for written approval and compensation.

2.5 NOT REIMBURSABLE

- A. Maintenance, repair, and inspection of machinery, equipment, and tools, including daily greasing, fueling and preparation of construction equipment and machinery.
- B. Worker's and Contractor's small power tools, hand tools, and their parts, such as saws, drills, hammers, sanders, trowels, staplers, grinders, cutters, routers, shears, polishers, wrenches, planes, etc., and worker's and Contractor's tools, such as levels and transits, lights, cords, shovels, ladders, wheelbarrows, hoses, etc., and normal complement of tools required for workers to perform work.
 - 1. Tools and equipment having a replacement value of \$1,000 or less are not reimbursable.
- C. Office expenses, including but not limited to, telephone service, postage, secretarial and office supplies, and cost required to operate and maintain Contractor's principal or branch offices.
- D. Trucking and transportation for personnel, tools, and small materials.
- E. Travel, meals, and lodging expenses of Contractor's personnel.
- F. Expense of Contractor's principal and branch offices other than field office. Contractor's capital expenses, including interest on Contractor's capital employment for the Work. Field Office requires Owner's written approval.
- G. Costs due to negligence of Contractor, Subcontractor, persons directly or indirectly employed by them, or for whose acts they are liable, including but not limited to, correction of defective and non-conforming work, disposal of materials and equipment wrongly supplied,

making good damage to property, warranties and correction of work.

H. Costs due to meetings, estimates and quotations, reports, submittals, schedules, shop drawings, reviews, Contractors inspections.

I. Costs in excess of Contract Rates, unless adjusted by and approved in advance by Owner in writing.

J. Safety equipment and apparel such as hard hats, special shoes, eye protection, gloves, aprons, guards and other items required to protect persons and property.

K. Cost of fuel used in machinery, equipment, trucks, service vehicles, etc., unless approved in advance by Owner in writing for each project or work order.

PART 3 EXECUTION - Not used

END OF SECTION

SECTION 01300
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Management and Coordination.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction Progress Documentation.

1.2 RELATED SECTIONS

- A. Section 01100 - Summary.

1.3 COORDINATION

- A. Coordinate scheduling, submittals, and Work of various Contractors to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various trades having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

1.4 PERFORMANCE

A. Projects will be assigned to Contractors by Owner's Work Order.

B. Start Work Orders when requested, and expedite to completion. Delays in starting or completion time without justification shall be cause to terminate Contract and/or deduct liquidated damages.

1.5 PRECONSTRUCTION MEETING

A. Prior to starting annual Contracts Owner will schedule a pre-construction meeting. No compensation will be paid for pre-construction meeting.

B. Attendance Required: Contractor.

C. Agenda:

1. Distribution of Contract Documents and wage rate forms.
2. Designation of personnel representing parties in Contract.
3. Use of premises by Owner and Contractor parking.
4. Procedures for starting and completing work orders and Time and Material projects, wage rates, scheduling, proposal requests, and applying for payments.
5. Owner's requirements and continued occupancy.
6. Construction facilities and controls provided by Owner.
7. Temporary utilities provided by Owner.
8. Security and housekeeping procedures.
9. Schedules, work conditions, administration of Work Orders.

D. Minutes will be recorded and copies distributed to participants and those affected by decisions made.

1.6 PROGRESS MEETINGS

A. Owner will schedule and administer meetings throughout progress of Work. Progress meetings are not reimbursable.

B. Attendance Required: Job superintendent, Subcontractors, and Owner as appropriate to agenda topics.

C. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Coordination of projected progress.
6. Maintenance of quality and work standards.
7. Other business relating to Work.

D. Owner will record minutes and distribute copies to participants and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Progress schedules.
- C. Products list.
- D. Product Data.
- E. Shop Drawings.
- F. Samples.
- G. Design data.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Erection drawings.
- K. Construction photographs.

1.2 RELATED SECTIONS

- A. Section 01700 - Contract Closeout.

1.3 COMPENSATION FOR SUBMITTALS

- A. Include cost for submittals in labor and material percents stated on bid form for the following: progress schedule, products list, product data, samples, certificates, manufacturer's instructions, and construction photographs.

B. Include compensation for Shop Drawings, design data, and erection drawings in percentages bid, unless Owner gives written approval to a pre-established fixed cost. Owner approval would require extensive and comprehensive drawings and data, and approval for 1 work order shall not be considered blanket approval.

1.4 SUBMITTAL PROCEDURES

A. Transmit submittals as directed.

B. Identify Work Order or Project, Contractor, Subcontractor or supplier.

C. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of Work.

D. Schedule submittals to expedite Work Order or Project, and deliver to Owner. Coordinate submission of related items.

E. Provide space for Contractor and Owner review stamps.

1.5 PROGRESS SCHEDULES

A. Submit progress schedule for each Work Order when requested by Owner. Progress schedule is not reimbursable.

B. Submit a horizontal bar chart with separate line for each portion of Work, identifying first work day of each week.

1.6 PRODUCTS LIST

A. When requested by Owner, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.7 PRODUCT DATA

A. For Review: Submit to Owner for review for limited purpose of checking for conformance with information given.

B. For Information: Submit for Owner's knowledge as Contract Administrator.

C. For Project Close-out: Submit for Owner's benefit.

D. Mark each copy to identify applicable products, models, and other data. Supplement manufacturers' data to provide information specific to this Project or Work Order.

1.8 SHOP DRAWINGS

A. Submit to Owner for review for limited purpose of checking for conformance with

information given and design concept.

B. Submit number of opaque reproductions which Contractor requires, plus two copies which will be retained by Owner.

1.9 SAMPLES

A. Samples For Selection:

1. Submit to Owner for aesthetic, color, or finish selection.

2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Owner selection.

B. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

C. Include identification on each sample, with Work Order information.

1.10 DESIGN DATA

A. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Work Order.

1.11 CERTIFICATES

A. When requested by Owner, submit certification by manufacturer, installation/application subcontractor, or Contractor in quantities sufficient for Owner to retain 2 copies.

B. Indicate that material or Product conforms to or exceeds requirements. Submit supporting data, affidavits, and certifications.

C. Certificates may be recent or previous test results on material or Product acceptable to Owner.

1.12 MANUFACTURER'S INSTRUCTIONS

A. When requested, submit two printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing to Owner.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.13 ERECTION DRAWINGS

A. Submit drawings for benefit of Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Owner.

1.14 CONSTRUCTION PHOTOGRAPHS

A. Construction photographs will not be required.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

Not Used. Please see Sample Submittal Form on next page for use if required.

END OF SECTION

**SECTION 01400
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control and control of installation.

B. Testing and inspection services.

C. Examination.

D. Preparation.

1.2 QUALITY ASSURANCE

A. Perform work, employ subcontractors and use material as directed by Owner or designate.

B. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce quality work.

C. Perform Work by persons qualified to produce required and specified quality.

1.3 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Comply with manufacturers' instructions, including each step in sequence.

B. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner before proceeding.

C. Comply with specified standards as minimum quality for Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise

workmanship.

D. Verify that field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.

B. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Owner 48 hours prior to expected time for operations requiring services.

2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

C. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

D. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by Owner. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify that utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces before applying next material or substance.

B. Seal cracks or openings of substrate before applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner before applying new material or substance in contact or bond.

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, sanitary facilities.
- B. Temporary Controls: Barriers, protection of the Work.
- C. Construction Facilities: Parking, progress cleaning, project signage.

1.2 RELATED SECTIONS

- A. Section 01505 - Construction Waste Management and Disposal.
- B. Section 01510 - Temporary Indoor Air Quality Controls.
- C. Section 01700 - Execution Requirements.

1.3 PERFORMANCE

- A. General: Establish and initiate use of temporary facilities when required for proper performance of Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed, or at direction of Owner.
- B. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be secure, safe, non-hazardous, sanitary, protective of persons and property, and free of deleterious effects.
- C. The types of temporary security and protection provisions required include, but are not limited to, fire protection, barricades, warning signs/lights, sidewalk bridges, environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at Work Site.

PART 2 PRODUCTS

2.1 ELECTRICITY

- A. Temporary electricity may be from existing 110-volt electrical service at locations as

directed. Furnish own electrical cords and lights at no cost to Owner.

B. Owner will pay cost of energy used from existing services. Exercise measures to conserve energy.

2.2 HEAT

A. Utilize Owner's existing heat plant, extend and supplement with temporary heat devices as required to maintain conditions for construction operations.

B. Owner will pay cost of energy used. Exercise measures to conserve energy.

2.3 VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

2.4 TELEPHONE SERVICE

A. Do not use Owner's phones. Use existing public pay phones where available.

2.5 WATER SERVICE

A. Water is available from Owner designated service where directed. Install and remove special fittings or connections as required for use of water. Prevent waste of water. Provide own hoses or pipes at no cost to Owner.

B. Owner will pay cost of water used.

2.6 SANITARY FACILITIES

A. Existing designated facilities may be used during construction operations. Maintain daily in clean and sanitary condition.

2.7 BARRIERS

A. Provide barriers to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage and from construction operations.

2.8 PROTECTION OF INSTALLED WORK

A. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

B. Protect finished floors and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects with durable sheet materials.

2.9 SECURITY

- A. Provide security and facilities to protect Work, existing facilities and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Guard will not be provided by Owner.
- C. Coordinate with Owner.

2.10 PARKING

- A. There is no parking permitted on Owner's property. Contractors shall inform their personnel and post notice on parking of vehicles. Owner will not pay for parking tickets or towing. Parking costs are not reimbursable.

2.11 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- C. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- D. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces prior to enclosing the space.
- E. Open free-fall chutes not permitted. Terminate closed chutes into appropriate containers with lids.

2.12 PROTECTION

- A. Provide, erect and maintain barricades, warning signs and guards as necessary for protection of material storage, drives, and adjoining property, public and building. Use caution to protect persons against injury resulting from job operations, movement of materials and standing equipment.
- B. Protect surrounding areas and materials when welding, flame cutting or other operations requiring use of flame, arcs, or sparking devices necessary in course of Work. Owner's approval is required before welding, flame cutting or arc or spark devices are used.

2.13 PROJECT IDENTIFICATION

- A. No individual advertising signs, plaques, or credits, temporary or permanent, will be permitted on buildings or about premises.

PART 3 EXECUTION

3.1 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Completion.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction.

END OF SECTION

SECTION 01505
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Section Includes:
 - 1. Construction waste management plan.
 - 2. Construction waste recycling.
 - 3. Construction waste adaptive reuse.
- B. Related Sections:
 - 1. Section 01300 - Administrative Requirements.
 - 2. Section 01330 - Submittal Procedures.
 - 3. Section 01500 - Temporary Facilities and Controls.
- C. Related Documents
 - 1. Construction Waste Management and Disposal Appendix and Forms.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E1609 - Standard Guide for Development and Implementation of a Pollution Prevention Program.

1.3 PLAN REQUIREMENTS

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct a meeting with the Owner and Architect to discuss the proposed Construction Waste Management Plan and to develop a mutual understanding regarding details of environmental protection.
 - 1. Develop and implement construction waste management plan in accordance with ASTM E1609 and as approved by Architect.
 - 2. The Contractor shall develop a Construction Waste Management Plan for this Project within 7 working days after Contract award or prior to any waste removal. The Owner and the Architect will furnish the Contractor with information that will assist in the development of the Construction Waste Management Plan. Submit the Construction Waste Management Plan to

the Architect for approval prior to implementing the Plan.

B. Intent:

1. The purpose of the Construction Waste Management Plan is to identify construction waste reduction goals, identify targeted materials, and explain specific waste reduction actions to be taken, by whom, and when.
2. Divert construction, demolition, and land clearing debris from landfill disposal.
3. Redirect recyclable material back to manufacturing process.
4. Generate cost savings or increase minimal additional cost to Project for waste disposal.

1.4 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Construction Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:

1. Transportation company hauling construction waste to waste processing facilities.
2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
3. Construction waste materials anticipated for recycling and adaptive reuse.
4. On site sorting and site storage methods.

C. Application for Payments: With each Application for Payment, the Contractor shall submit a Summary of Waste generated by the Project. Failure to submit this information shall render the Application for Payment void, thereby delaying the Progress Payment. The Summary of Waste shall contain the following information:

1. The amount (in tons and/or cubic yards) of material landfilled from the Project, the identity of the landfill, and the related disposal cost. Include corresponding manifests, weight tickets, receipts, and invoices.
2. For each material recycled from the Project, the amount (in tons and/or cubic yards), the date removed from the Project site, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of recycling. Include corresponding manifests, weight tickets, receipts, and invoices.

D. Submit documentation prior to Substantial Completion substantiating construction waste management plan was maintained and goals were achieved (see 01505 –Summary Form)

1. Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
2. Salvaged Material: Quantity by weight with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal. Also include reimbursements due to salvage resale.
3. Total Cost: Indicate total cost or savings for implementation of construction waste management plan.

1.5 CLOSEOUT SUBMITTALS

A. Section 01700 - Execution Requirements: Requirements for submittals.

B. Project Record Documents: Submit completed Summary of Solid Waste Disposal and Diversion Form indicating diverted waste quantity, total waste quantity and percentage of waste diverted from landfills.

1. Final construction waste management evaluation form: Provide a completed Summary of Solid Waste Disposal and Diversion Form with final payment application at Project completion for the purpose of summarizing how successfully goals were met, the methods worthy to retain or disregard, and to make suggestions for improvements to the Construction Waste Management Program.

1.6 CONSTRUCTION WASTE MANAGEMENT PLAN

A. Construction Waste Landfill Diversion: Minimum 50 percent by weight of construction waste materials for duration of Project through resale, recycling, or adaptive reuse.

B. Implement construction waste management plan at start of construction.

C. Review construction waste management plan at pre-construction meeting and progress meetings specified in Section 01300.

D. Distribute approved construction waste management plan to subcontractors and others affected by Plan Requirements.

E. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.

F. Purchase Products to prevent waste by:

1. Ensuring correct quantity of each material is delivered to site.
2. Choosing products with minimal or no packaging.
3. Requiring suppliers to use returnable pallets or containers.
4. Requiring suppliers to take or buy-back rejected or unused items.

1.7 CONSTRUCTION WASTE RECYCLING

A. Use source separation method or co-mingling method suitable to sorting and processing method of selected recycling center. Dispose non-recyclable trash separately into landfill.

B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.

C. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.

D. Materials suggested for recycling include:

1. Packing materials including paper, cardboard, foam plastic, and sheeting.
2. Recyclable plastics.
3. Organic plant debris.
4. Earth materials.
5. Native stone and granular fill.
6. Asphalt and concrete paving.

7. Wood with and without embedded nails and staples.
8. Glass, clear and colored types.
9. Metals.
10. Gypsum products.
11. Acoustical ceiling tile.
12. Carpet.
13. Equipment oil.

1.8 CONSTRUCTION WASTE ADAPTIVE RE-USE

A. Arrange with processing facility for salvage of construction material and processing for reuse. Do not reuse construction materials on site except as accepted by Owner/Architect/Engineer.

B. Materials suggested for adaptive reuse include:

1. Concrete and crushed concrete.
2. Masonry units.
3. Lumber suitable for re-sawing or refinishing.
4. Casework and millwork.
5. Doors and door frames.
6. Windows.
7. Window glass and insulating glass units.
8. Hardware.
9. Acoustical ceiling tile.
10. Equipment and appliances.
11. Fluorescent light fixtures and lamps.

1.9 ALTERNATIVE SUBMITTALS

A. As an alternate to transmitting a written Waste Management Plan and periodic written Summary of Waste to the Owner, at the Contractor's option, the Contractor may prepare and submit these reports using a web-based application - "WasteCapTRACE" - on this project to track and report Construction Waste and Demolition Waste disposition. Accessible at www.wastecaptrace.org/wct/wisconsin, WasteCapTRACE was developed and is maintained by WasteCap Resource Solutions. WasteCap TRACE is available at no cost for tracking C&D waste on Wisconsin projects. Contractor may utilize WasteCapTRACE to prepare Construction Waste Management Plan in lieu of the written submittal, and may edit and revise the Waste Management Plan using TRACE if significant changes are made to the Plan. Specific information regarding how to access the website and input data will be provided by Milwaukee County Environmental Services. Technical support will be provided by WasteCap Resource Solutions.

B. If using WasteCapTRACE, Contractor shall update the WasteCapTRACE website with the following information, prior to or concurrent with each Application for Payment:

1. Reuse/Recycling (diversion) goal.
2. Quantity of each material reused, recycled or trash in tons and cubic yards.
3. Actual diversion rate. (Total quantity of waste recovered (reused plus recycled) divided by total waste generated.)

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION

SECTION 01505 - APPENDIX CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for the evaluation of recycling operations.

1.3 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, sealant (caulk), or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Construction Waste Management Plan: A project-related plan for the collection, transportation, and disposal of waste generated at the construction site. The purpose of the plan is to reduce the amount of material being landfilled.
- D. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability,

corrosivity, toxicity or reactivity.

- E. Landfill Tipping Fees: Monies paid for burying non-recyclable waste in the landfills.
- F. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity.
- G. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- H. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse.
- I. Recycle: To remove a waste material from the Project site to another site for remanufacture into a new product for reuse.
- J. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- K. Return: To give back reusable items or unused products to vendors for credit.
- L. Reuse: To reuse a construction waste material in some manner on the Project site.
- M. Scrap Revenue: Monies received by the hauler for recyclable materials.
- N. Sediment: Soil and other debris that has been eroded and transported by storm, or well production runoff water.
- O. Trash: A product or material unable to be reused, returned, recycled, or salvaged.
- P. Volatile Organic Compounds (VOCs): Chemical compounds common in and emitted by many building products over time through outgassing: Solvents in paints and other coatings, wood preservatives, strippers and household cleaners, adhesives in particleboard, fiberboard, and some plywoods, and foam insulation. When released, VOCs can contribute to the formation of smog and can cause respiratory tract problems, headaches, eye irritations, nausea, and damage to the liver, kidneys, and central nervous system, and possibly cancer.
- Q. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.4 RECYCLING SERVICES AND EQUIPMENT

A. Recycling Service Options

1. Identify businesses that provide recycling services, determine which recycling services hauler(s) can provide, and identify other organizations that provide recycling or waste reduction services, such as education and documentation.
2. Option No. 1: Hire A Full-Service Recycling Contractor
 - a. Many or all source-separation and collection tasks are subcontracted to a recycling contractor. These contractors can provide training and on-site sorting services. Seek out the best service and the best fees (or prices) for materials targeted for recycling.
3. Option No. 2: Use A Hauler's Recycling Service
 - a. A hauler may offer recycling services. These services will generally be less complete than those of a full-service recycling contractor, but may be sufficient if the Contractor's own personnel can perform tasks the waste hauler does not. If the waste hauler does not provide re-sorting services or training to prevent future mis-sorting, establish an in-house training program to prevent mis-sorting. Mis-sorted materials will be treated as waste by the hauler, and recycling savings will be lost.
 - b. Ensure that the recycling goals are indicated in the Agreement made with the waste hauler. The Agreement shall include a list of materials intended to be recycled, the recycling markets to be used, the landfill that will be used for construction waste, acceptable contamination levels, a rate schedule, amount of time needed to respond to calls for pickup, and a requirement for monthly reports of quantities collected by volume and weight of each material, charges/revenues, and markets.

4. Option No. 3: Operate An In-House Recycling Program
 - a. The Contractor shall be responsible for source-separation, collection, and the ordering of drop-offs and pick-ups. This option employs waste haulers that provide direct recycling services of certain recyclables and may include pick-up. Their services, fees, and/or rebates may vary depending on the material involved and other applicable factors. Other recycling services may be negotiated with the hauler.
 5. Recycling by Major Subcontractors
 - a. Major Subcontractors, (e.g., Mechanical and Electrical Subcontractors), may assume responsibility for their respective recycling and waste reduction programs, including but not limited to source separating, maintaining bins, and arranging drop-offs and pick-ups. These major Subcontractors may participate in any of the options listed above.
 - b. Subcontractors who do their own recycling shall report applicable recycling/waste amounts to the General Contractor monthly. The General Contractor shall be responsible for tabulating quantities and submitting the results to the Owner and Architect at Substantial Completion of the Project.
 - B. Required Services and Equipment
 1. Provide services and equipment necessary for successful recycling including the following, without limitation:
 - a. Materials sorting.
 - b. Bins.
 - c. Signs.
 - d. Education and training.
 - e. Monitoring.
 - f. Pick-ups.
 - g. Documentation.
 2. If an in-house recycling program using a waste hauler is used, identify materials intended to be recycled off-site and document all recycling accomplished.
- 1.5 APPLICATIONS FOR RECYCLED MATERIALS
- A. Reuse and Recycling Information: Agencies having information regarding applications and destinations for reuse and recycling construction and demolition waste materials include the following:
 1. Business Materials Exchange of Wisconsin. www.bmex.org.
 2. Construction Material Recycling Association. <http://www.cdrecycling.org>.
 3. Dane County Dept. of Public Works.
<http://www.co.dane.wi.us/pubworks/recyc/markets.htm>.
 4. Habitat for Humanity. <http://www.restoredane.org>.
 5. Solid & Hazardous Waste Education Center, UW Extension.
<http://www.uwex.edu/shwec>.
 6. WasteCap Wisconsin, Inc. www.wastecapwi.org.
 7. Wisconsin Department of Natural Resources,
<http://www.dnr.state.wi.us/org/aw/wm/condemo/index.htm>
 - B. Examples of materials and potential applications for recyclable materials include the following, without limitation:
 1. Aluminum Cans, Straps, and Sheet: Recycle as a metal.
 2. Asphalt: Break up and transport asphalt-to-asphalt recycling facility or recycle on site.
 3. Brick: Can be reused if whole, crushed for use as landscape cover, sub base material, or fill.
 4. Building Components And Fixtures: Windows, doors, cabinets, hardware, plumbing and electrical fixtures may be salvaged. Porcelain plumbing fixtures may be crushed for fill.

5. Carpet and Carpet Pad: Store clean, dry carpet and pad in a closed container or trailer. Carpet may be able to be reused or recycled if sufficient quantities are generated.
6. Ceiling Panels: If sufficient quantities are generated, sort by size, palletize, and shrink-wrap for shipment to and recycling by a ceiling tile manufacturer.
7. Concrete: Can be crushed and graded for use as riprap, aggregate, sub base material, or fill. Neutralize alkalinity if planting above. Remove reinforcement and other metals from concrete and sort with other metals.
8. Concrete Block: Can be reused if whole, crushed for use as sub base material or fill.
9. Copper Pipe and Accessories: Recycle as a metal.
10. Corrugated Cardboard and Paper: Separate for recycling into new paper products. Painted, waxed or muddy cardboard or paper is unsuitable for recycling and should be discarded.
11. Dimensional Lumber, Oriented Strand Board, Plywood, Crates, and Pallets: Sort larger pieces for reuse. Wood unsuitable for reuse may be used to manufacture particleboard and other composite wood products. Chip or shred wood for use as animal bedding, landscape use, groundcover, mulch, compost, pulp, or process fuel. Do not chip or shred stained, painted or treated wood. Some recyclers have equipment to remove nails.
12. Doors and Hardware: If separated for reuse, brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
13. Glass Containers: Recycle as glass.
14. Gypsum Board: Gypsum wallboard to be processed and land spread must be new and clean construction scrap free of tape, joint compounds, paint, nails, screws, or other contaminants. Only regular ½" drywall, Type X drywall, and Plaster Base (standard blue board) may be used for a soil amendment. The following paper-faced gypsum panel cannot be used as a soil amendment: WR (Green Board), Sheathing (Brown/Black Board), Mold Resistant Panels or Specialty Type X. These contain additives, which may not be suitable as a soil amendment.
15. Land Clearing Debris: Can be chipped or shredded for use as ground cover, mulch, compost, pulp, or process fuel.
16. Lighting Fixtures: Separate lamps by type and protect from breakage. By Law fluorescent tubes must be recycled.
17. Miscellaneous Ferrous and Nonferrous Metals: Separate for recycling: banding, stud cut-offs, ceiling grid, ductwork, conduit, rebar, roofing, pipe, sheet metals, extruded metals, castings, miscellaneous steel shapes, and other metal parts.
18. Piping: If separated for reuse, reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinkler heads, and other components by type and size.
19. Precast Concrete Panels: May be able to be crushed and used for erosion control or landscape features.
20. Sheet Metal Scrap and Metal Duct Accessories: Recycle as a metal.
21. Structural Steel: Can be used in the manufacture of structural steel.
22. Vinyl: Siding, window extrusions, floor tiles, and sheet flooring may be able to be separated for recycling into new vinyl products.

END OF APPENDIX

**SECTION 01505 - SUMMARY
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Name: Contractor
Name:
Project #: Contractor License #: Contractor
Address:

Solid Waste Material Diverted from Landfill?
(If recycled or reused write YES;
If disposed state why not diverted) Date Diverted/
Disposed
(mm/dd/yy) Amount Diverted/
Disposed
(tons or cubic yards) Waste Facility
Name City/State Phone Number

- Appliances
- Asphalt
- Cardboard
- Carpet
- Concrete
- Gypsum Drywall
- Land Clearing/Soil
- Masonry
- Metals: Ferrous
- Metals: Non-ferrous
- Mixed/Co-mingled Waste
- Plastic
- Roofing: Asphalt-Based
- Roofing: EPDM
- Salvaged/Surplus Materials for Reuse
- Wood: Landclearing Debris
- Wood: Scrap Lumber
- Other (specify):

Signature: Date:

END OF SUMMARY

END OF SECTION

**SECTION 01510
TEMPORARY INDOOR AIR QUALITY CONTROLS**

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Construction indoor air quality (IAQ) management plan.
 - a. Control of emissions during construction.
 - b. Moisture control during construction.
2. HVAC air filters.
3. Building flush-out.

B. Related Sections:

1. Section 01300 - Administrative Requirements.
2. Section 01330 - Submittal Procedures.
3. Section 01400 - Quality Requirements.
4. Section 01500 - Temporary Facilities and Controls.

1.2 REFERENCES

A. American Society of Heating, Refrigerating & Air Conditioning Engineers.

1. ASHRAE 52.2 - Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

B. Sheet Metal and Air Conditioning National Contractors Association.

1. SMACNA IAQ - Guideline for Occupied Buildings under Construction, Chapter 3: Control Measures.

C. US Environmental Protection Agency:

1. EPA 600-4-90-010 - Compendium of Methods for the Determination of Air Pollutants in Indoor Air.

1.3 DEFINITIONS

A. Definitions pertaining to sustainable development: As defined in ASTM E2114.

B. Adequate ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of particulates, dust, fumes, vapors, or gases.

C. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261. Throughout this specification, hazardous material includes hazardous chemicals.

1. Hazardous materials include: pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).

- D. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.
- E. Interior final finishes: Materials and products that will be exposed at interior, occupied spaces; including flooring, wallcovering, finish carpentry, and ceilings.
- F. Packaged dry products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging; including carpets, resilient flooring, ceiling tiles, and insulation.
- G. Wet products: Materials and products installed in wet form, including paints, sealants, adhesives, special coatings, and other materials which require curing.

1.4 PLAN REQUIREMENTS

- A. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Architect to discuss the proposed IAQ Management Plan and to develop mutual understanding relative to details of environmental protection.
- B. Develop and implement construction IAQ management plan in accordance with SMACNA IAQ Guidelines as approved by Architect.
- C. Intent:
 - 1. Prevent indoor air quality problems resulting from the construction and renovation process.
 - 2. Protect HVAC system during construction and renovation, control pollutant sources and interrupt contamination pathways.

1.5 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit description and performance data for filters, including MERV ratings.
- C. Construction Plan: Submit (not less than 3 days before the Pre-construction meeting) construction IAQ management plan describing methods and procedures for implementation and monitoring compliance.
 - 1. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.

1.6 CONSTRUCTION IAQ MANAGEMENT PLAN

- A. Implement Construction IAQ Management Plan at start of construction.
- B. Review Construction IAQ management plan at pre-construction meeting and progress meetings specified in Section 01300.
- C. Distribute approved Construction IAQ Management Plan to subcontractors and others affected by Plan Requirements.
- D. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- E. Address the following requirements in construction IAQ management plan:
 - 1. Meet or exceed design approaches of SMACNA IAQ.
 - 2. Permitting adequate airing-out of new materials.
 - 3. Proper curing of concrete before covering.
 - 4. Avoidance of building occupancy while construction related pollutants are present.
 - 5. Smoking inside the building.
 - 6. Dust control.
 - 7. Debris removal.

1.7 SEQUENCING

- A. Section 01100 - Summary: Requirements for sequencing.
- B. Sequence material delivery and installation to avoid exposing insulation, carpeting, acoustical ceilings, gypsum board and other absorptive materials to contamination and moisture.
 - 1. Enclose building before storing and installing moisture sensitive products within building under construction.

PART 2 PRODUCTS

2.1 HVAC AIR FILTERS

- A. Return Filters: Filtration media rated for minimum efficiency reporting value (MERV) when tested in accordance with ASHRAE 52.2.
 - 1. Construction Return Filters: MERV of 8, minimum.
 - 2. Flush-Out Return Filters: MERV of 8, minimum.

PART 3 EXECUTION

3.1 IAQ MANAGEMENT - EMISSIONS CONTROL

- A. During construction operations, follow the recommendations in SMACNA IAQ Guidelines for Occupied Buildings under Construction.
- B. HVAC Protection:
 - 1. Seal return registers during construction operations.
 - 2. Provide temporary exhaust during construction operations
 - 3. To the greatest extent possible, isolate and/or shut down the return side of the HVAC system during construction. When ventilation system must be operational during construction activities, provide temporary filters.
- C. Source Control: Provide low and zero VOC materials as specified.

- D. Pathway Interruption: Isolate areas of work as necessary to prevent contamination of clean or occupied spaces. Provide pressure differentials and/or physical barriers to protect clean or occupied spaces.
 - E. Housekeeping: During construction, maintain project and building products and systems to prevent contamination of building spaces.
 - F. Temporary Ventilation: Provide an ACH (air changes per hour) of 1.5 or more and as follows:
 - 1. Provide minimum 48 hour pre-ventilation of packaged dry products prior to installation. Remove from packaging and ventilate in a secure, dry, well-ventilated space free from strong contaminant sources and residues. Provide a temperature range of 60 degrees F minimum to 90 degree F maximum continuously during the ventilation period. Do not ventilate within limits of Work unless otherwise approved by Architect.
 - 2. Provide adequate ventilation during and after installation of interior wet products and interior final finishes.
 - 3. Provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 as determined by ASHRAE 52.2 during construction and during Owner occupancy. Coordinate with work of Division 23, Heating Ventilating and Air Conditioning (HVAC).
 - G. Scheduling: Schedule construction operations involving wet products prior to packaged dry products to the greatest extent possible.
 - H. Flush-Out: After construction ends, prior to occupancy and with all interior finishes installed, operate HVAC air system to supply minimum until 3,500 cf/sf floor area total outdoor air volume to spaces before occupancy is permitted.
- 3.2 IAQ MANAGEMENT - MOISTURE CONTROL
- A. Housekeeping:
 - 1. Keep materials dry. Protect stored on-site and installed absorptive materials from moisture damage.
 - 2. Verify that installed materials and products are dry prior to sealing and weatherproofing the building envelope.
 - 3. Install interior absorptive materials only after building envelope is sealed and weatherproofed.
 - B. Inspections: Document and report results of inspections; state whether of not inspections indicate satisfactory conditions.
 - 1. Examine materials for dampness as they arrive. If acceptable to Architect/Owner, dry damp materials completely prior to installation; otherwise, reject materials that arrive damp.
 - 2. Examine materials for mold as they arrive and reject materials that arrive contaminated with mold.
 - 3. Inspect stored and installed absorptive materials regularly for dampness and mold growth. Inspect weekly and after each rain event.
 - 4. Where stored on-site or installed absorptive materials become wet, notify Architect /Owner. Inspect for damage. If acceptable to Architect/Owner, dry completely prior to closing in assemblies; otherwise, remove and replace with new materials.
 - 5. Site drainage: Verify that final grades of site work and landscaping drain surface water and ground water away from the building.
 - 6. Weather-proofing: Inspect moisture control materials as they are being installed. Include the following:
 - a. Air barrier: Verify air barrier is installed without punctures and/or other damage. Verify air barrier is sealed completely.
 - b. Flashing: Verify correct shingling of the flashing for roof, walls, windows, doors, and

- other penetrations.
- c. Insulation layer: Verify insulation is installed without voids.
- 7. Plumbing: Verify satisfactory pressure test of pipes and drains is performed before closing in and insulating lines.
- C. Schedule:
 - 1. Schedule work such that absorptive materials, including but not limited to porous insulations, paper-faced gypsum board, ceiling tile, and finish flooring, are not installed until they can be protected from rain and construction-related water.
 - 2. Weather-proof as quickly as possible. Schedule installation of moisture-control materials, including but not limited to air barriers, flashing, exterior sealants and roofing, at the earliest possible time.
- 3.3 FILTER INSTALLATION AND REPLACEMENT
 - A. Install construction return filter at each return grille before operating permanent air handlers during construction.
 - B. Replace filters after completing construction and before conducting building flush-out.
 - 1. Replace construction return filters with flush-out return filters.
 - C. Replace filters after completing construction and before occupancy.
 - 1. Replace construction return filters with permanent filters.

END OF SECTION

SECTION 01600
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Provide products of qualified manufacturers suitable for intended use. Provide products of each type by a single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Owner.

- C. Provide interchangeable components of same manufacturer or components being replaced.

1.3 SUBSTITUTIONS

- A. Owner shall retain absolute right to product selection and may reject substitutions for reasons including but not limited to dimensional compatibility, function, and appearance.
- B. Use of products other than those required, without written approval of Owner, shall constitute a violation of Agreement. Owner shall have right to require removal of such products and their replacement with required products at Contractor's expense.

1.4 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide off-site storage and protection when site does not permit on-site storage or protection. If required by Owner, provide bonded storage.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Field Engineering
- B. Closeout procedures
- C. Materials for Patching
- D. Final cleaning
- E. Adjusting
- F. Project record documents
- G. Operation and maintenance data
- H. Warranties
- I. Extra stock and maintenance materials
- J. Cutting and Patching
- K. Alteration Procedures

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals

1.3 FIELD ENGINEERING

- A. Verify amounts, locations, grades, lines, dimensions, and elevations.
- B. Provide field engineering services as required. Establish elevations, lines, and levels utilizing recognized engineering survey practices.

1.4 CLOSEOUT PROCEDURES

- A. Submit certification that work order is complete in accordance with Owner's requirements and ready for Owner's inspection.
- B. Work Order Submittals: Provide following when requested:
 - 1. Project Record Drawings.
 - 2. Operation and Maintenance Manuals.
 - 3. Warranties and Bonds.
 - 4. Extra Stock and Maintenance Manuals.
 - 5. Keys and Keying Schedule.
- C. Provide submittals to Owner required by governing and other authorities.
- D. When Owner approves Work, submit final Application for Payment identifying total work order, previous payments, and sum remaining due.

PART 2 PRODUCTS

2.1 MATERIALS FOR PATCHING

- A. Materials shall match existing. Verify.

2.2 FINAL CLEANING

- A. Execute cleaning of Work prior to inspection for final payment.
- B. Use materials which will not create hazards to health or property, and which will not damage surfaces. Materials and methods used for cleaning shall be as recommended by manufacturer of material being cleaned.
- C. Final cleaning of work, as applicable, shall not be limited to following:
 - 1. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted surfaces, mop resilient flooring and sweep concrete.
 - 2. Clean equipment and fixtures to a sanitary condition. Remove excess lubrication.
 - 3. Clean finishes free of dust, stains, films and other foreign substances.
 - 4. Clean light fixtures and lamps.
 - 5. Remove waste, foreign matter, and debris from roofs, gutters, downspouts, area ways, and drainage systems.
 - 6. Clean site; remove foreign substances and sweep paved areas, rake clean landscaped surfaces.
 - 7. Remove waste and surplus materials, rubbish, and construction facilities from building and site.
 - 8. Remove temporary protection and labels not required to remain.

2.3 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- B. Put through 5 complete operating cycles.

2.4 PROJECT RECORD DOCUMENTS

- A. When requested by Owner, maintain one set of record documents; record actual Work done.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finished floor datum.
 - 2. Measured horizontal and vertical locations of utilities and appurtenances; reference to permanent visible construction.
 - 3. Field dimensions and detail.

2.5 OPERATION AND MAINTENANCE DATA

- A. Submit text pages and data bound in 8-1/2 inch x 11 inch three ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", and subject matter of binder.
- C. Contents:
 - 1. List names, addresses, and telephone numbers of Contractor and major equipment suppliers.
 - 2. Operation and maintenance instructions, arranged by system and subdivided. Identify names, addresses, and telephone numbers of suppliers. Identify following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts listed for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- D. Submit 3 sets of operation and maintenance data, prior to final payment.

2.6 WARRANTIES

- A. Identify Warranty with Work Order, name and address of Contractor furnishing warranty, material or installation requiring warranty and date warranty takes effect, as established in Certificate of Substantial Completion.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Submit one copy of warranty to Owner.

2.7 EXTRA STOCK AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities requested by Owner and useable materials left over.
- B. Deliver to place as directed, obtain receipt prior to final payment.

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete works and to:
 - 1. Fit the several parts together to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Provide openings for penetrations of Work by others.
- D. Execute work by methods to avoid damage to other work and provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Maintain integrity of wall, ceiling, or floor construction.
- H. Refinish surfaces to match adjacent finishes.

3.2 ALTERATION PROCEDURES

- A. Materials: Match existing Products and work for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- D. Remove, cut, and patch Work in a manner to minimize damage and to restore Products and finishes to original condition.

- E. Refinish existing visible surfaces to remain with a neat transition to adjacent finishes.
- F. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- G. Patch or replace existing surfaces that are damaged.

END OF SECTION