

DATE: 11/23/2022

To: All Interested Consultants

**PROJECT: COUNTY WIDE TIME AND MATERIAL –
ASBESTOS AND REGULATED MATERIALS
REMEDICATION**

SUBJECT: Amendment 1 to Request for Proposal (RFP)

Amend this RFP as follows:

- 1) Section 01200 2.5 NOT REIMBURSABLE: E.

Replace: “Training of employees and medical monitoring of employees. Abatement contractors air sampling.”

With: “Training of employees and medical monitoring of employees. Abatement contractors’ personal air sampling.”

- 2) Remove in Section 01100 Summary, Section 1.3 C.: “Prime Contractor shall have permanent local (Milwaukee County and the four border counties) representation to perform work throughout life of Contract.”
- 3) See questions with answers in red.
- 4) Notes: Check Covid-19 requirements and security requirements at certain facilities.

Sincerely,

Michael Brill
Project Manager

Questions Answered in Red

Is there an estimated value of this contract? Both p/p bonding and bid bonding typically depends on estimated contract value.

There is no estimate of value for this contract.

The RFP evaluation criteria states that a singular labor markup will apply to all labor, whether performed by prime or subcontractor. Is the County requiring the contractors to invoice our subcontractors based on the actual rates and hours that they are paying their employees versus a lump sum quote that they may provide to us?

Primes should apply a markup to both their own and their subs actual rates and hours that they are paying their employees. Actual subcontractors hours are required for residency requirements. See labor invoice forms.

See section 01200 2.3 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 Quote Request.

Subcontractor: Cost of services by others such as Subcontractors and Subsubcontractors required in performance of Work will be paid on presentation of invoices or receipts, at wage rates submitted with proposal. 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.

Can work requested by Milwaukee County be turned down by the prime contractor for any reason?

See section 01200 Once Quote is approved, start requested Work by Owner within 48 hours of request, unless directed otherwise. Emergency work responses and approved requested Work shall begin within 4 hours of request as indicated in Section 01100, article 1.9. Failure to expedite required quotations and perform Work responses as noted above shall be cause to terminate Contract.

If a bidder cannot or refuses to meet insurance coverage requirements for performing work at MKE, can they still perform work at other Milwaukee County locations?

If a contractor is only bidding on select locations, please make that clear in your proposal. A contractor may still be awarded for those locations.

Is it Milwaukee County's intention that each of the three awarded firms are qualified to perform work at every facility including the airport and other high risk facilities?

Milwaukee County intends to have three qualified firms for airport and high risk facilities.

The RFP states that work shall be performed within 48 hours of request. Is this 48 hours following the request, submission of a quote, or issuance of a PO? In other words, will this require the contractor to perform work without a contract/PO?

The award of this RFP is a contract. See section 01200 1.6 B Once Quote is approved, start requested Work by Owner within 48 hours of request, unless directed otherwise. Emergency work responses and approved requested. Work shall begin within 4 hours of request as indicated in Section 01100, article 1.9.

Do quotes have to be submitted when emergency work is requested? Also, would work emergency work commence without a PO/contract?

The award of this RFP is a contract. See section 01200 1.6 B Once Quote is approved, start requested Work by Owner within 48 hours of request, unless directed otherwise. Emergency work responses and approved requested. Work shall begin within 4 hours of request as indicated in Section 01100, article 1.9.

Labor costs

Are hours expended by yard or trucking personnel reimbursable under labor mark-up?

See section 01200 2.4 CHARGES REIMBURSABLE AT COST: Charges for rubbish removal, storage equipment (such as dumpsters), transportation, and disposal fee.

Following shall not be reimbursable without written approval of Owner and then reimbursement shall be at cost:

1. Trucking necessary for delivery of large quantities of material required for work, as lumber, scaffold, etc. 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.

See section 01200 2.5 NOT REIMBURSABLE: Trucking and transportation for personnel, tools, and small materials.

To clarify, the same mark-up percentage shall be applied to subcontractors wage rates as there is to the prime contractors wage rates?

A singular labor markup % to hourly rate must apply to and all labor, whether performed by prime or subcontractor.

To clarify, time spent on walkthroughs, estimating, entering information into LCP Tracker and B2G Now, are not reimbursable (billable)?

See section 01200 2.5 NOT REIMBURSABLE: Costs due to meetings, estimates and quotations, reports, submittals, schedules, shop drawings, reviews, Contractors inspections.

To clarify, if a project is delayed due to no fault of the contractor, costs expended for yard, trucking, permitting, use of subcontractors, etc. Is not reimbursable? (billable?)

See section 01200 2.5 NOT REIMBURSABLE 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.

Are the costs (application/fingerprint) associated with the airport work reimbursable? For instance, if we prequalify 5 employees to work at the airport and incur \$500.00 in application/fingerprint costs, are those costs reimbursable?

See section 01200 2.5 NOT REIMBURSABLE: Training of employees and medical monitoring of employees.

Additionally, are the labor costs incurred during MKE airport required training, reimburseable?

See section 01200 2.5 NOT REIMBURSABLE: Training of employees and medical monitoring of employees.

Subcontractors

Are waste hauling, lab and third party air monitoring services considered subcontractors and subject to the labor mark-up?

If a department requests a job requiring waste hauling, lab and third party air monitoring services, primes giving quotes on that job would (either perform the labor themselves except for third party required service) or have a subcontractor perform the work.

How shall waste be billed? Waste haulers typically bill by the dumpster. If only a small amount of waste is generated from a project (1 or 2 bags), how should that be billed?

See section 01200 CHARGES REIMBURSABLE AT COST. A. Charges for rubbish removal, storage equipment (such as dumpsters), transportation, and disposal fee.

Where City of Milwaukee regulations require final air sampling to be performed, who will those services be performed and paid for by?

If a department requests a job with final air sampling required, primes giving quotes on that job would have a subcontractor perform the work.

Material costs

Material billing is typically taken out of stock. What proof of purchase/cost is required? Do receipts need to be provided for items taken out of stock, for example, for a roll of duct tape or for a single glovebag?

See section 01200 2.2. If materials are taken from stock, submit receipts and invoices of stock items and unit prices. 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, i.e., HEPA filters, plywood, other wood, removable fasteners.

Covid policy

Is it the intent of Milwaukee County to have all contractors adopt Milwaukee County's Covid-19 policy in its' entirety, including vaccine and booster mandates, as written in document 00 73 19 of this RFP?

Covid-19 policies as stated in 00 73 19 for contractors must be adhered to in order for contractors to work on the specific Milwaukee County facilities.

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