

City of Milwaukee  
Department of Neighborhood Services  
**HYBRID DECONSTRUCTION**  
Request for Proposals  
Proposal Specifications

1.0.0 **SCOPE OF WORK:**

- 1.1.0 The City of Milwaukee Department of Neighborhood Services is seeking proposals from qualified, experienced and innovative contractors for the deconstruction of six (6) city-owned residential buildings. The work includes careful deconstruction and removal of the existing buildings in a manner that will allow maximum recycling/reuse of said buildings' materials and the stringent documentation of the processes and results. Work performed at the sites will be compliant with current Demolition and Site Clearance General Specifications (1999 revision) and Chapter 218 of the Milwaukee Code of Ordinances. Proposers are encouraged to be creative in their approach to this project.

The six parcels may be awarded to one contractor or may be split between multiple contractors at the sole discretion of the Commissioner of Neighborhood Services. Contract(s) will be awarded to that/those responsible Proposer(s) whose proposal conforms to the Request for Proposal, will be most advantageous to the City of Milwaukee, price and other factors considered.

**ALL PROPOSERS MUST ATTEND A MANDATORY PREPROPOSAL WORKSHOP TO REVIEW PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS FOR PROPOSAL ACCEPTANCE**

- 1.1.1 The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform Hybrid Deconstruction services on public or privately owned residential property. The contract(s) will be awarded to the lowest proposer(s) within the designated areas as determined by the Commissioner of Neighborhood Services.
- 1.1.2 The work shall consist of: Hand and mechanical demolition of all elevated structures and components thereof as necessary to meet the needs of the city. Material identified as recyclable shall be dismantled, segregated and deposited at pre-determined locations to be used as recycled material. The Contractor will be responsible for removal, transport and recycling of all material identified as part of the deconstruction. Non-recyclable materials shall be compacted and disposed of at acceptable locations as determined by the City.
- 1.1.3 The worksite shall be clean and left free of debris of any kind related to the work being performed by the contractor (i.e., scrap lumber, screws, broken glass, etc.)

2.0.0 **LOCATION OF WORK:**

- 2.1.0 All work to be performed within the corporate limits of the CITY as divided into the areas as shown on the map.
- 2.1.1 The City may be divided into four or more areas for the purpose of assigning service areas. Copies of the maps so divided will be provided at the Pre-proposal workshop and to the successful proposers, hereinafter referred to as "CONTRACTOR".

3.0.0 **WORK TO BE DONE:**

3.1.0 **Parcel Deconstruction:**

- 3.1.1 Deconstruction and removal of 6 parcels. Locations TBD
- 3.1.2 All deconstruction and removal to conform to the requirements of Milwaukee Code of Ordinances, Chapter 218-6 and Demolition and Site Clearance General Specifications.

3.2.0 **Work Requirements:**

3.2.1 **Deconstruction and Recycling:**

The CONTRACTOR shall, BY HAND DEMOLITION, raze, remove and recycle all elevated structures in a workman like manner. All work shall start at the top and be removed one story at a time. No building component shall be allowed to fall in mass except that when the surrounding area is vacant and of sufficient size and when approved by the commissioner, if no persons are exposed to the hazards of falling or flying materials. All material shall be removed from the site and the site restored to a dust free erosion free condition unless otherwise requested by the commissioner. The work site shall be left in a clean and hazard free condition.

**The cleanup, removal and disposal of debris shall be the responsibility of the CONTRACTOR'S work force. Any cost of cleanup or removal of debris left on the site after demolition will become a cost to the contractor and be cleaned up by city forces the cost thereof collected as a lien against the bond.**

3.2.2 **Salvage & Recycling:**

All deconstruction will be done by hand, when possible, with all salvageable materials (shingles, wood, metals, masonry, glass, concrete, etc.) diverted from land-fills and sent to appropriate facilities for recycling. The Department (DNS)

will provide a resource guide to assist contractors in locating suitable salvage streams for recycled material.

### 3.2.3 **Grading and Site Clearance:**

All demolished sites must be graded and restored to a dust-free erosion-free condition as required per 218-6 of Milwaukee Code of Ordinances. All paved surfaces and driveway approaches must be removed and restored to a dust-free and erosion-free condition.

### 3.2.4 **Technical Assistance:**

The DEPARTMENT will provide technical assistance in the methods of Hand Demolition, pre-proposal training and technical assistance during the work phase of the deconstruction process for CBO's interested in participating in this project once the CBO has submitted a qualifying proposal. Participation in this training will allow CONTRACTORS to meet one of the rating criteria necessary to become a successful proposer.

### 3.3.0 **Equipment Requirements:**

3.3.1 CONTRACTOR shall provide the City with a telephone number that shall be staffed during City business hours - 7:00am to 4:45pm. In addition, CONTRACTOR MUST maintain a working **Facsimile machine**. All telephones are to be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by City Personnel within one (1) hour after contact to CONTRACTOR. Difficulty contacting the CONTRACTOR may result in termination of the contract.

**CONTRACTOR must consistently demonstrate to the satisfaction of the DEPARTMENT that he/she has sufficient equipment and personnel available to complete the required work within the specified time frame.**

3.3.2 Equipment on hand, or to be purchased/leased upon award of contract, and committed for use in this contract must be declared by the CONTRACTOR on Equipment Inventory. False or misleading information regarding equipment availability or intent shall result in proposal withdrawal and permanent disqualification from future proposal solicitations. Proof of declared equipment committed for each Proposal Area must be provided to the City before a Notice to Proceed is granted. All declared equipment is subject to verification at any time during the contract period.

### 3.3.3 **Vehicles:**

Each contractor must have a mechanical equipment sufficient to handle removal, loading and transport of disassembled material. Each piece of equipment must be fully insured and the insurance policy must include an indemnity clause holding the City harmless for any/all loss or damage caused by their operation.

3.3.4 **Hand Tools:**

All Contractors must have the tools and accessories needed to assist in the deconstruction of buildings. That equipment shall include, but is not limited to; generators, ladders, hammers, pry bars, saws, brooms, trash receptacles, bags, etc.

3.3.5 All CONTRACTOR employees or personnel working under the direction of the CONTRACTOR in the execution of this contract must be fully clothed and wear all safety apparel or equipment as required by federal, state and local (OSHA) laws and regulations.

3.4.0 **Starting Work:**

3.4.1 The DEPARTMENT will initiate a "Notice to Proceed" to the CONTRACTOR when the Deconstruction work is to be performed. The approximate start date is May 1, 2013. The CONTRACTOR is required to have the designated minimum pieces of equipment/tools ready and available for use on each project.

4.0.0 **PROPOSALS:**

**ALL PROPOSERS MUST ATTEND A MANDATORY PREPROPOSAL WORKSHOP TO REVIEW PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS FOR PROPOSAL ACCEPTANCE.**

Pre-Proposal workshops date and location: TBD.

4.1.0 **Basis of Proposals:**

4.1.1 **Deconstruction and clean-up:**

The CONTRACTOR shall base their proposal on labor, equipment, time and material relative to the building volume and material transport and any disposal cost. Disposal cost for abandoned debris and garbage not part of the deconstruction shall be based on cost per cubic yard. The CONTRACTOR shall be prepared to remove and dispose of any and all debris (garbage and furnishings) located inside the dwelling and not designated as deconstruction material at a predetermined cost per cubic yard.

4.1.2 **Waste Stream Monitoring and Reporting:**

The CONTRACTOR is responsible for identification, quantification and distribution of all disassembled material to designated recycling locations and maintaining a report on said distribution. The CONTRACTOR shall assist the DEPARTMENT in developing a final report identifying all material diverted from landfills.

4.1.3 **Market Phase Collaboration**

The CONTRACTOR will collaborate with the department, the consultant and other waste stream companies to help create a permanent marketplace and jobs using material salvaged from this and other deconstruction project. The successful proposer shall supply documentation of efforts and contacts generated in an effort to identify and create these permanent markets.

4.2.0 **Acceptance or Rejection of Proposals:**

4.2.1. The contract shall be awarded to the lowest responsible proposer whose proposal complies with the proposal specifications (to include but is not limited to the experience requirements). The Commissioner reserves the right to reject all proposals if it appears that the lowest proposal for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the proposal of any proposer who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work proposal or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all proposals.

4.2.2 If the contract is to be awarded, the Commissioner shall give the successful proposer a Notice of Award within 60 days after the day of the proposal opening.

4.2.3. The CONTRACTOR shall submit with the executed contract, the required performance and payment bonds and proof of required insurance coverage within ten (10) days after contract award notification.

4.3.0 **Modification and Withdrawal of Proposals:**

Proposers are expected to examine the proposed deconstruction sites, drawings, maps, specifications and all instructions pertaining to services described herein. A proposer may withdraw a proposal because of error, omission or mistake at any time before the opening of the proposals. In such case, the proposal shall be

returned unopened, and the proposer shall not be entitled to a proposal on the contract unless it is readvertised and re-let.

After opening proposals, a proposer may only withdraw or correct a proposal if the proposer meets the requirements of 66.29(5), State Statutes.

4.4.0 **Late Proposals:**

Proposers are cautioned to allow ample time for transmittal of any Proposal by mail, hand delivery, courier, or otherwise by the proposal deadline to Frank P. Zeidler Municipal Building, 841 N. Broadway, Room 105, Milwaukee,

Wisconsin 53202. Contractor must submit sealed proposals ONLY. Fax proposals are NOT permitted. Proposals received after the due date and time will be rejected.

4.5.0 **Certification of Eligibility for Federal Funds:**

The proposer and any of their SubCONTRACTORS must not have any outstanding Federal, State, County, City or other taxes and are therefore considered to be eligible to receive Federal Funds.

4.6.0 **Contract Administrator:**

Whenever used herein and for purpose of administering any contract resulting from this Invitation to Proposal, the Contract Administrator shall be:

Chris Kraco, Contract Administrator,  
Department of Neighborhood Services  
841 N. Broadway, Room 105  
Milwaukee, WI 53202  
(414) 286-2500

4.7.0 **Site Inspection:**

Submission of a proposal on this project shall imply that the Proposer has examined the sites of work upon which they are proposing and are aware of any existing and probable conditions under which they will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of any Proposer to have examined the sites. Proposers who wish to be shown representative work within the work area may do so by contacting the Contract Administrator.

4.8.0 **Proposal Form (Attachment "A"):**

CONTRACTOR shall complete and submit, Proposal Form Attachment "A" for each proposal area. CONTRACTOR must submit a price for the complete removal and disposal of materials and debris existing or generated as part of the deconstruction.

4.9.0 **Proposal Form Attachment "A-1", Inventory of Equipment:**

CONTRACTOR shall complete and submit, Attachment "A-1" inventory of declared equipment for each proposal area. This document shall list the quantity, make, year, and type of equipment that is committed for continuous use during the term of this contract.

4.10 **Asbestos Abatement:**

The CONTRACTOR is responsible for identification and removal of all asbestos containing material during any deconstruction activity. An asbestos survey and sampling in compliance with Milwaukee's Asbestos Sampling and Abatement Protocol will be conducted by the DEPARTMENT. The CONTRACTOR will be responsible for any permits and removal of any Asbestos Containing Material.

4.11 **Contractor's Proposal Submittal Checklist (Important):**

In addition to submitting a signed first page of the Proposal and the Binding Signature Page, CONTRACTOR(S) is required to sign and complete all of the following documents and to submit them with their proposal in order to be considered for award:

- SBE Compliance Form
- Affidavit of Non Collusion
- Proposal Form (Attachment "A") for each area proposal
- Proposal Form (Attachment "A-1") for each area proposal
- Certification of Eligibility for Federal Funds (**CONTRACTOR must submit this documentation on company letterhead**)

**NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE WILL RESULT IN PROPOSAL REJECTION.**

5.0.0 **DAMAGE:**

5.1.0 The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.

5.2.0 **Replacement of Damaged Plantings and Other Property:**

The CONTRACTOR shall be responsible for the replacement of any plantings or other property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated activities. In such case, the Contract Administrator shall specify when replacement is to be made.

**6.0.0 LIABILITY AND INSURANCE REQUIREMENTS:**

**6.1.0 Protection Against Liability:**

CONTRACTOR covenants and agrees that CONTRACTOR shall save and indemnify and keep harmless the City against all liability, judgments, costs, and expenses, which may in any way come against the City in consequence of the granting of the contract, or which in anyway results from the carelessness or neglect of the CONTRACTOR or the agents, employees, or workers of the CONTRACTOR or SubCONTRACTORS in any respect whatever, and in every such case where judgment is recovered against the City by reason of the carelessness or negligence of the CONTRACTOR or the CONTRACTOR's agents, employees or workers, or SubCONTRACTORS, such judgments shall be conclusive against the CONTRACTOR, not only as to the amount of damages, but as to CONTRACTOR's liability to the City.

6.2.0 THE CONTRACTOR, the CONTRACTOR's agents, employees, workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work, and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the construction or execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges, and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the execution of the work.

Each Prime CONTRACTOR must furnish to the City of Milwaukee, prior to the start of work, certificates of insurance which confirm that the Prime CONTRACTOR has the types and amounts of insurance referenced in Sections (a) through (d). The Prime CONTRACTOR shall require all of its subCONTRACTORS to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subCONTRACTORS. The Prime CONTRACTOR is fully responsible for assuring subCONTRACTOR compliance with all the insurance requirements specified herein.



a) Workers' Compensation And Employers' Liability

Coverage Amounts

Workers' Compensation		Statutory
Employers' Liability		
Bodily Injury By Accident	Each Accident	\$100,000
Bodily Injury By Disease	Each Employee	\$100,000
Bodily Injury By Disease	Policy Limit	\$500,000

To Include

Other State's Coverage

b) Commercial General Liability

Limits Of Liability

Bodily Injury/Property	Each Occurrence	\$1,000,000
Damage	General Aggregate	\$2,000,000
	Products/Completed	
	Operations Aggregate	\$1,000,000
Personal Injury	Aggregate	\$2,000,000

To Include

Occurrence Form

Premises/Operations Coverage

Products/Completed Operations Coverage Including Extension of Coverage for Two (2) Years

After Acceptance of Work by The City

Contractual Liability for Risks Assumed In This Agreement

c) Automobile Liability

Limits of Liability

Bodily Injury/Property Damage	Each Accident	\$1,000,000
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To Include

Coverage on All Owned, Non-owned, and Hired Vehicles

d) Umbrella Liability \$5,000,000

Limits Of Liability \$5,000,000

Personal Injury/Property	Each Occurrence	\$1,000,000
Damage	Aggregate	\$1,000,000

To Include

Occurrence Form

First Dollar Defense Coverage

Insuring Agreement Which Will Provide Excessive Protection to the Primary Coverage (Exclusive Of Professional Liability)

e) Professional Liability

Limits Of Liability

Wrongful Act	Per Incident	\$1,000,000
	Aggregate	\$1,000,000

To Include

Insuring Agreement To Cover Errors And Omissions Including Loss, Costs And Expenses, Which Result From The Operations Of The Service Provider. If Insuring Agreement Is Claims Made, The Coverage Must Be Continued For The Duration Of The Contract Or For A Period Of Time After The Contract Completion Date As Required By The City.

**Notice:** All policies shall provide not less than ten (10) days notice of material change, termination or cancellation shall be given by registered mail to the City of Milwaukee, Department of Neighborhood Services;

Attention: Art Dahlberg, Commissioner  
841 N Broadway, Room 104  
Milwaukee, WI 53202

and the City Attorney's Office,

Attention: Katherine Block, Assistant City Attorney  
Frank P. Zeidler Municipal Building  
841 N Broadway, Room 707  
Milwaukee, WI 53202

7.0.0 **PERFORMANCE:**

7.1.0 The CONTRACTOR shall provide the DEPARTMENT, within thirty (30) calendar days after completion of deconstruction, documentation that services

were completed as required by the Contract and Specifications; such documentation will contain the date the services were completed in the respective contract area.

8.0.0 **INSPECTION:**

8.1.0 All work shall be subject to inspection, examination, or test by the CITY, and/or the DEPARTMENT at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. The DEPARTMENT shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge to the DEPARTMENT or CITY.

8.2.0 Notice of unsatisfactory work shall be provided in writing.

9.0.0 **LIQUIDATED DAMAGES:**

9.1.0 **Work Not Performed:**

9.1.1 In the event the CONTRACTOR fails to execute the work with such diligence as to insure its completion in accordance with the Work Requirements, the DEPARTMENT may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable for Work Not Performed, including the difference between the CONTRACTOR'S proposal price and the SECONDARY CONTRACTOR'S proposal price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the SECONDARY CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced. If after reassignment of work the CONTRACTOR continues to demonstrate his inability to perform the work in accordance with the Work Requirements, the CONTRACTOR will be considered in DEFAULT in accordance with 4.3.12 Demolition General Specifications and the contract will be terminated.

9.2.0 **Non-Timely Performance:**

9.2.1 **Deconstruction/Demolition.** Any contract not completed within 30 days of the contract being awarded will result in referral to a SECONDARY CONTRACTOR. The CONTRACTOR and his/her sureties shall be financially liable to pay any difference between CONTRACTOR'S proposal price and the reassigned CONTRACTOR'S proposal price.

10.0.0 **TERM OF CONTRACT:**

10.1.0 The term of this contract shall be from May 1, 2013 to December 31, 2013. The contract shall be subject to termination for any violations of the contract specifications.

11.0.0 **CANCELLATION:**

11.1.0 If after an award is made and Notice to Proceed issued, the CONTRACTOR refuses to do the work or fails to fully initiate the work according to the specifications, the contract will be subject to cancellation. Upon such cancellation, the CONTRACTOR and CONTRACTOR'S sureties shall be liable for all Liquidated Damages and shall pay to the CITY a sum amounting to the administrative cost of procuring another CONTRACTOR and any and all such costs above and beyond those specified in the contract.

12.0.0 **CHANGES IN WORK:**

12.1.1 Except for the purpose of affording protection against any emergency endangering life or property, the CONTRACTOR shall make no change in the specified work without a written notice from the DEPARTMENT or CITY authorizing the change.

13.0.0 **AWARD OF CONTRACT:**

13.1.0 **Bonding:**

13.1.1 **Proposal Security:**

Proposal security required is One Thousand Dollars (\$1000.00) for each area proposal, unless otherwise stated in the Official Notice and Invitation to Propose. The required security must be in the form of a certified or bank cashier's check made payable to Commissioner, or when indicated in said Notice or Invitation to Propose, a proposal bond issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The proposal bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the proposal bond. The proposal security of the successful proposer shall be retained until the proposer has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute

and deliver the contract and furnish the required contract security within ten days of Notice of Award, the Commissioner may annul the Award and the proposal security of that proposer shall be forfeited and the City reserves the right to pursue any available remedies against the proposer. The proposal security of all except the two lowest proposers shall be returned after the opening of proposals. The balance of the proposal deposits, except that of the lowest responsible proposer, will be returned after the Commissioner has made an award to the lowest responsible proposer.

**13.1.2 Performance Bond/Payment Bond:**

The successful proposer shall submit to the Commissioner, prior to or at the time of execution of the contract, a performance bond and a payment bond in an amount equal to \$10,000. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the provisions of the contract.

**13.2.0 Non-Appropriation:**

City shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract, then City shall immediately notify the successful Proposer of such occurrence and this contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

**14.0.0 MINIMUM WAGES**

14.1.0 The CONTRACTOR shall comply with all applicable provisions of Federal and Wisconsin laws pertaining to payment of living wages.

**15.0.0 INVOICING:**

15.1.0 The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract, upon receipt of an invoice from the CONTRACTOR.

15.2.0 The CONTRACTOR shall submit invoices within thirty (30) calendar days following the completion of Deconstruction. Invoices must include documentation that services were completed as required by the Contract and Specifications and the date(s) the services were completed in the respective contract area.

15.3.0 Final payment is predicated upon an inspection and service performed in a workmanlike manner as deemed acceptable by the DEPARTMENT.

15.4.0 All payments will be made on work ordered by the "Notice to Proceed", and/or "Change Orders" completed by the CONTRACTOR and accepted by the DEPARTMENT. It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45<sup>th</sup> day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a property submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8<sup>th</sup> calendar day. Reference Common Council File No. 101137 adopted January 2011.

15.5.0 Invoices shall be subject to adjustment for **Work Not Performed, Non-Timely Performance, and Damages**, if any, for which CONTRACTOR is liable, whether actual or projected. The DEPARTMENT shall retain adjustments for projected damaged until such time as the actual cost of the adjustment can be determined.

16.0.0 **PERMITS:**

16.1.0 The CONTRACTOR assumes all responsibility for obtaining and paying for any certificates, permits, or any and all other documents required by municipal, state, or federal authorities for the work to be performed.

17.0.0 **VEHICLE/EQUIPMENT RESPONSIBILITY:**

17.1.0 The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

18.0.0 **GENERAL CONDITIONS:**

18.1.0 **Contractual Disputes:**

If the CONTRACTOR has a claim against the CITY, whether for money or other relief, the CONTRACTOR shall give written notice of intent to file a claim within 48 hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the

CONTRACTOR shall submit an invoice for final payment within 30 calendar days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Administrator shall make a decision regarding the resolution of claims. Under no circumstances may the CONTRACTOR suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the CONTRACTOR shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the CITY.

18.2.0 **Inclement Weather/Holidays:**

18.2.1 The CONTRACTOR assumes all risk of loss or additional costs caused by or in any way relating to weather. There shall be no time extensions granted due to holidays or inclement weather for any reason.

18.3.0 **Company Personnel Standards and Resource Commitment:**

19.3.1 Only qualified personnel shall supervise and perform services in this contract. If in the CITY'S sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the CITY, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Administrator may require replacement of CONTRACTOR'S supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on the work-site at all times that speaks fluent English.**

19.3.2 The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The CITY retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of the Contract Administrator shall be considered a breach of contract, and subject to termination.

END





**EXHIBIT A: DOCUMENT 10**

**April 3, 2013**

**CITY OF MILWAUKEE DEPARTMENT OF NEIGHBORHOOD SERVICES**

**HYBRID DECONSTRUCTION**

**REQUEST FOR PROPOSALS RATING CRITERIA**

All proposals will be evaluated by a team conversant with deconstruction and/or demolition practices. An award will be made to the highest ranked proposer based on the following criteria:

- 5 Points** Ability of the contractor(s) to meet or exceed the requirements defined in the RFP.
- 10 Points** Contractor's/team's experience with similar projects (includes "conventional demolition" incorporating extraordinarily high levels of recycling and/or salvage diverted from waste stream.)
- 20 Points** Ability for contractor to realistically demonstrate that they can and will create sustainable employment opportunities or to provide a comprehensive, accredited training program that will leave participants with significant and relevant 'real-world' skills and a knowledge base applicable to other avenues of employment.
- 10 Points** Ability of contractor to effectively demonstrate a true commitment to creating a deconstruction/salvage/re-use program through team selection, training/education, planning, and short and long term program planning.
- 20 Points** Cost to complete the deconstruction.
- 10 Points** Overall proposed estimated percentage of waste diverted from landfill.
- 10 Points** Ability to identify markets and end uses for salvaged materials diverted from waste stream.
- 10 Points** Participation, effectiveness and aptitude for training in the deconstruction environment.
- 5 Points** Creativity: Innovative techniques or unique approach to this project or elements thereof (includes partnering for the purpose of deconstruction, job development and reuse/recycling of salvaged products).

**The Commissioner of Neighborhood Services reserves the right to select the Proposal that best meets the City's needs. The Commissioner of Neighborhood Services reserves the right to reject any and all proposals, to waive any informality in the proposals and to**

**EXHIBIT A: DOCUMENT 10**

**accept or reject any or all items in the proposal. A contract will be awarded to that responsible Proposer whose proposal conforms to the Request for Proposal and will be most advantageous to the City of Milwaukee.**