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March 27, 2015

HAND DELIVERY

Administrative Determination Review Committee (TPWT)
Ms. Shanin Brown, Committee Coordinator
Committee on Transportation, Public Works, and Transit
Courthouse, Rm. 105
901 North Ninth Street
Milwaukee, WI 53233

**Re: Project No. 0433-13447: Criminal Justice Facility – Protective Glass Barrier
William Sackerson Construction Co., Inc.
Ordinance 110 Appeal – Milwaukee County DAS-A&E Position Statement**

Dear Ms. Brown:

The Milwaukee County Office of Corporation Counsel, on behalf of the Milwaukee County Department of Administrative Services, Architecture and Engineering Division ("DAS-A&E"), submits this position statement in support of DAS-A&E's determination that the William Sackerson Construction Co., Inc. ("Sackerson") was not a "responsible" bidder on Project No. O433-13447, as the term "responsible" is defined in Sections 43.03(2) and (3) of the Milwaukee County Code of General Ordinances ("MCO").

INTRODUCTION

Presently before this Committee is an appeal of DAS-A&E's determination that Sackerson was not a "responsible" bidder on Project No O433-13447. (*See Exhibit 1: February 16 letter from DAS-A&E notifying Sackerson of its determination; See Exhibit 2: February 19 letter from Sackerson appealing the determination.*) Aside from appealing DAS-A&E's determination, and trying to explain away its poor past performance, Sackerson's letter does not provide any clear legal arguments as to why it believes DAS-A&E's decision is erroneous and should be set aside, nor does it request any specific remedy. (*See Exhibit 2.*) Nonetheless, the County will show that DAS-A&E acted within its discretion in rejecting Sackerson's bid after making the determination that Sackerson, while the lowest bidder in monetary value, was not a "responsible" bidder; and,

therefore, not the “lowest responsible bidder,” as required by Wis. Stat. Section 59.52(29)(a) and MCO Section 44.01. This Committee should affirm DAS-A&E’s determination and quash Sackerson’s appeal because DAS-A&E kept within its jurisdiction, and its determination was not contrary to law, arbitrary or oppressive, and was supported by substantial evidence.

BACKGROUND

In November 2014, DAS-A&E solicited sealed bids for Project No. O433-13447 (the “Project”). The sealed bids were due in the Office of the Milwaukee County Clerk on December 17, 2014. On December 17, Sackerson submitted a bid in response to the invitation to bid. (*See* Exhibit 3.) Burkhart Construction and KPH Construction also submitted bids. (*See* Exhibits 4 and 5.) On that same date, DAS-A&E opened the bids. Sackerson was the apparent low bidder, followed by Burkhart Construction and KPH Construction. (*See* Exhibit 6.)

After evaluating the bids, reviewing the past performance of the bidders, and receiving feedback from the Milwaukee County Sheriff’s Office, the department on whose behalf the bids were sought, DAS-A&E determined that Sackerson, the apparent low bidder, was not a “responsible” bidder based on its past performance. Specifically, it was determined that:

The Protective Glass Barrier project is in a high security location within the Criminal Justice Facility and the continuous operation of the public information center is critical. The shortest and seamless construction period is a requirement of the Criminal Justice Facility Administration and Milwaukee County Sheriff’s Office. Based on their requirements and past performance of the apparent low bidder, WM Sackerson Construction’s bid is determined to be a non-responsible [bid].

(*See* Exhibit 7, p. 7. Attachment: Apparent low bid; non-responsible determination.) Therefore, on January 21, 2015, DAS-A&E circulated a bid recommendation or *Administrative Contract Award* to the interested county departments recommending the contract award to Burkhart Construction—the “lowest responsive responsible bidder.” (*See id.*)

On February 16, 2015, DAS-A&E notified Sackerson that it was rejecting its bid. (*See* Exhibit 1.) DAS-A&E based its decision on Sackerson’s past performance on two recent County projects. Sackerson was informed that “Milwaukee County has no confidence that [Sackerson] can complete the project within the specified time frame in this high security area. Milwaukee County has deemed [Sackerson] non-responsible on this particular bid and therefore is rejecting [Sackerson’s] bid.” (*Id.*) Immediately thereafter, on February 19, Sackerson appealed DAS-A&E’s determination to this Committee. (*See* Exhibit 2.)

ARGUMENT

This Committee’s review of this matter is restricted to the County record, which forms the only evidence before the Committee. MCO § 110.09. In undertaking its review, the Committee is to apply the following 4-part test: (1) did the department keep within its jurisdiction; (2) did the department act according to law; (3) was the action of the department arbitrary, oppressive, or unreasonable, representing its will and not its judgment; and (4) is the evidence such that the department might reasonably make the determination in question. (*Id.*) There is a “presumption

that the [department] acted according to law and the official decision is correct.” *State ex re. Ruthenberg v. Annuity and Pension Bd. of City of Milwaukee*, 89 Wis. 2d 463, 473, 278 N.W.2d 835, 840 (1979) (citations omitted).

In its appeal filed with the department on February 19, 2015, Sackerson provides no clear legal arguments as to why it believes DAS-A&E’s decision is erroneous and should be set aside, or under which of the four parts it is appealing the decision. (See Exhibit 2.) Therefore, the County will analyze each factor to show that DAS-A&E kept within its jurisdiction, its determination was not contrary to law, arbitrary or oppressive, and was supported by substantial evidence.

I. DAS-A&E KEPT WITHIN ITS JURISDICTION.

Wisconsin Stat. Section 59.52(29)(a) requires counties to solicit bids for any public contract that exceeds \$25,000, and to award the contract to the ‘lowest responsible bidder.’” Milwaukee County Ord. Sections 44.03 and 44.04 authorize DAS-A&E to prepare and solicit bids. The ordinances also authorize DAS-A&E to open bids and award contracts. MCO §§ 44.06 & 44.14. Prior to making an award, DAS-A&E is required to review the bids and evaluate the bidders to determine if the low bidder is responsive and responsible to perform the work. MCO § 43.03(1). Once that determination is made, DAS-A&E may award the contract. MCO § 44.14. Thus, at all times DAS-A&E had jurisdiction over this bid process.

II. DAS-A&E ACTED ACCORDING TO LAW.

Wisconsin Stat. Section 59.52(29)(a) requires that contracts for public works be let by contract to the “lowest responsible bidder.” Statutes conferring a power to let contracts to the lowest responsible bidder imply the exercise of discretion. *Aqua-Tech., Inc. v. Como Lake Prot. & Rehab. Dist.*, 71 Wis. 2d 541, 552, 239 N.W.2d 25, 31 (1976). The public bidding authority owning the project has in fact a great deal of discretion in determining whether a bidder is “responsible.” *Menzl v. City of Milwaukee*, 32 Wis. 2d 266, 145 N.W.2d 198 (1966). The amount of discretion is so great that the Supreme Court has found it “difficult to conceive of a situation arising under statute where mandamus would lie.” *Aqua-Tech.*, 71 Wis. 2d at 552 (quoting *Menzl*, 32 Wis. 2d at 276). In such a circumstance, the only option available is for the committee to enjoin the authority from awarding the contract to another bidder, and compel it to either award the contract to the disappointed bidder or call for new bids. *Id.*

As noted in Section I. above, DAS-A&E is required to review the bids and evaluate the bidders to determine if the low bidder is responsive and responsible. MCO § 43.03(1). The extent of discretion vested in DAS-A&E is spelled out in detail in the County ordinances:

All construction, repair, remodeling or improvement contracts for any public work shall be awarded by competitive bids to the lowest qualified, responsible, responsive bidder when the estimated project cost exceeds twenty thousand dollars (\$20,000.00). A responsible bidder is hereby defined as one qualified in conformance with chapter 43 and who responds to all the terms and conditions of the bid solicitation.

MCO § 44.01. In defining a “responsible” bidder, MCO section 43.03(2) provides, “[t]he concept of lowest responsible bidder includes the definition of two terms – responsible and responsive.

The term “responsible” refers to the bidder’s integrity and *reliability*. (*Id.*) (emphasis added.) The term “responsive” refers to the bidder’s ability to meet the contract requirements.” (*Id.*) One of the essential criteria in determining the lowest responsive and responsible bidder is a “[d]emonstrated ability to satisfactorily perform the work in a *prompt* and *conscientious* manner.” MCO § 43.03(3)(d). (emphasis added.)

In this case, all of DAS-A&E’s actions pertaining to the rejection of Sackerson’s bid were based on the exercise of its bidding discretion. After opening the bids DAS-A&E recognized Sackerson was the lowest bidder. However, before DAS-A&E could make a determination as to whether Sackerson was a “responsible” bidder, it reviewed Sackerson’s past performance on two recent County projects. Upon review, DAS-A&E established that Sackerson understaffed the Partial Third Floor Renovation project at the Safety Building (Domestic Violence Unit) causing significant delay in completing the project. (See Exhibit 8, pp. 3-7. November 4, 2013 Letter from DAS-A&E to Sackerson.) On another project, the waterproofing membrane repair at the Martin Luther King, Jr. Community Center (“MLK”), the department established that Sackerson’s construction methods, which were not approved, damaged the facility again resulting in significant delays. (See Exhibit 9.) Substantial completion of the waterproofing membrane repair project has still not yet been achieved. In addition to Sackerson’s poor past performance, the Sheriff’s Office communicated to DAS-A&E that given the sensitive and highly secure location of the Project, it could not afford any delays. (See Exhibit 10.) Therefore, given the totality of the circumstances, DAS-A&E lawfully acted within its discretion, and rejected Sackerson’s bid as not “responsible.”

This is not to say that DAS-A&E’s discretion is absolute. A reviewing body will only interfere with the public bidding authority’s discretionary act if it is arbitrary and unreasonable. *Glacier State Distrib. Servs., Inc. v. Dep’t of Transp.*, 221 Wis. 2d 359, 366-67, 585 N.W.2d 652, 655 (Ct. App. 1998) (citing *Aqua-Tech*, 71 Wis. 2d at 550-551). An arbitrary action or decision is one that is “either so unreasonable as to be without a rational basis, or one that is the result of unconsidered, willful or irrational choice of conduct—a decision that has abandoned the ‘sifting and winnowing’ process so essential to reasoned and reasonable decisionmaking.” *Glacier*, 221 Wis. 2d at 369-70 (quoting *Nelson Bros. Furniture Corp. v. Dep’t of Revenue*, 152 Wis. 2d 746, 757, 449 N.W.2d 328, 332 (Ct. App. 1989)).

Applying these principles to the present case, Sackerson’s appeal fails to show that DAS-A&E abused its discretion in rejecting Sackerson’s bid, or that it acted unreasonably. Rather, DAS-A&E’s decision to reject Sackerson’s bid was based upon DAS-A&E’s lack of confidence in Sackerson to complete the project within the specified time frame, and the Sheriff’s need for the Project to be completed in a prompt and conscientious manner. Those factors are certainly reasonable considerations when determining a “responsible” bidder.

III. DAS-A&E’S DECISION WAS NOT ARBITRARY, OPPRESSIVE OR UNREASONABLE, AND THE EVIDENCE SUPPORTS ITS DECISION.

The third factor, whether the department’s decision was arbitrary, oppressive, or unreasonable and represented its will and not its judgment, is controlled by the fourth factor, whether the evidence was such that it might reasonably make the determination in question. See *State ex rel. Harris v. Annuity and Pension Bd., Emp. Ret. Sys. of City of Milwaukee*, 87 Wis. 2d 646, 652, 275 N.W.2d 668 (1979). “The question is one of the sufficiency of the evidence.” *Id.* The test is whether the evidence reasonably supports the decision. *Id.* To reach this determination,

the Committee is to examine whether the evidence on which the department relied was sufficiently reasonable to support the decision that was made. *Id.* In this review, the Committee is limited to the record on appeal, and the allegations in the appeal cannot add facts to the record. *State ex rel. Irby v. Israel*, 95 Wis. 2d 697, 703, 291 N.W.2d 643, 646 (Ct. App. 1980).

It is well settled case law in Wisconsin that: “bid statutes are primarily intended for the benefit and protection of the public, and the individual bidder has no fixed, absolute right to the contract.” *Aqua-Tech., Inc.*, 71 Wis. 2d at 552. Indeed, “a public bidding authority cannot be compelled to award the contract to the lowest bidder.” *North Twin Builders, LLC v. Town of Phelps*, 2011 WI App 77 ¶ 13, 334 Wis. 2d 148, 800 N.W.2d 1 (citations omitted). The bidder must also be deemed responsive and responsible. MCO § 44.01. As noted in Section II. above, a public bidding authority has broad discretion in determining whether a bidder is responsible. *Menzl*, 32 Wis. 2d at 276. However, “the determination of the question of who is the lowest responsible bidder does not rest in the exercise of an arbitrary and unlimited discretion, but upon a bona fide judgment, based upon facts tending to support the determination.” *Aqua-Tech.*, 71 Wis. 2d at 552 (quoting 10 McQuillin, Municipal Corporations (3d ed.) pp. 425, 426, sec. 29.73.)

Further, it is important to note that a “reasonable” interpretation of the evidence by DAS-A&E does not need to be the only interpretation. See *Hamilton v. DILHR*, 94 Wis. 2d 611, 617 (1980). Reasonable minds can differ, and the Committee is not to substitute its own assessment of the evidence for DAS-A&E’s, as long as DAS-A&E’s interpretation is reasonable. Because the substantial evidence test is highly deferential to DAS-A&E’s findings, the Committee may not substitute its view of the evidence for that of DAS-A&E when reviewing the sufficiency of the evidence on appeal. *Van Ermen v. State Dep’t of Health and Social Servs*, 84 Wis. 2d 57, 64, 267 N.W.2d 17 (1978); see also *Clark v. Waupaca Cnty. Bd. of Adjustment*, 186 Wis. 2d 300, 304-05, 519 N.W.2d 782 (Ct. App. 1994) (“If any reasonable view of the evidence would sustain the board’s findings, they are conclusive...[e]ven if we would not have made the same decision”).

The evidence in the record clearly supports DAS-A&E’s determination that Sackerson was not a “responsible” bidder on Project O433-13447. The Protective Glass Barrier project is in a high security area within the Criminal Justice Facility. The shortest and seamless construction period is a requirement of the Sheriff’s Office, so the bidder’s ability to be prompt and conscientious, i.e. responsible, is critical. On two recent occasions Sackerson has proven itself to be anything but prompt and conscientious regarding the County’s timetables.

With respect to the Partial Third Floor Renovation project at the Safety Building (Domestic Violence Unit), Sackerson requested an extension of time on the project and additional money. (See Exhibit 8, pp. 1-2. August 22, 2013 Letter from Sackerson to DAS-A&E.) DAS-A&E responded by communicating to Sackerson the numerous deficiencies in its work and the significant delays in the project caused by Sackerson understaffing the project. (See Exhibit 8, pp. 3-7. November 4, 2013 Letter.) An independent architectural firm, the County’s designer of record, was called in to review the project. (See Exhibit 8, pp. 8-17. Letters of November 21, 2013 & April 3, 2014 from Boer Architects, Inc. to DAS-A&E and Sackerson.) DAS-A&E and Sackerson negotiated a close out of the project. Also, the Sheriff’s Office discussed Sackerson’s performance on that project with the District Attorney’s Office, and the DA’s Office expressed serious doubt as to whether Sackerson could meet the required timetable of the Protective Glass Barrier project based on its past experience.

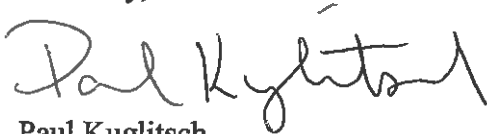
As to the waterproofing membrane repair project, which is still incomplete, Sackerson failed to notify MLK staff of its construction activities, which greatly impacted them and MLK patrons. (See Exhibit 9, p. 2.) Moreover, Sackerson's subcontractors punched holes through the existing structural precast concrete tees in three places. (*Id.*, ¶ 7a.) Sackerson also power washed existing concrete topping causing numerous leaks into the weight room, resulting in damage and MLK having to close the weight room. (*Id.*, ¶ 7c.) As a result of Sackerson's lack of oversight at the project site, DAS-A&E is requiring mandatory progress meetings to be held weekly and Sackerson must submit a written outline of construction activities for the upcoming week in advance to inform MLK staff of its activities. (*Id.*, p. 2)

In the instances cited, Sackerson was given an opportunity to respond to the County's concerns, and in each case its response required additional time to complete the projects. The evidence is clearly sufficient to support DAS-A&E's determination that Sackerson was not a "responsible" bidder on Project O433-13447. Therefore, DAS-A&E properly excised its discretion in making its determination. Its actions were neither arbitrary nor capricious.

CONCLUSION

Based on the forgoing, the DAS-A&E respectfully requests that this Committee affirm the department's determination, and quash Sackerson's appeal, because DAS-A&E acted within its discretion in rejecting Sackerson's bid after determining Sackerson was not a "responsible" bidder.

Sincerely,



Paul Kuglitsch
Assistant Corporation Counsel

cc: Jim Sackerson (via email)



DEPARTMENT of ADMINISTRATIVE SERVICES

Milwaukee County



Teig Whaley - Smith
Gregory High

◦ Director of Administrative Services
◦ Director of Architectural, Engineering & Environmental Services

February 16, 2015

Attention: John Sackerson
William Sackerson Construction Co., Inc.
4749 South Whitnall Ave.
Cudahy, Wisconsin 53110

Re: Criminal Justice Facility
PROTECTIVE GLASS BARRIER
Project No. O433-13447

Dear Mr. Sackerson:

The Protective Glass Barrier project has stringent requirements, established because of the high security location and demanding construction schedule as stated in the bid documents. Upon reviewing your submitted bid (December 17, 2014) for the protective glass barrier project using the above stated stringent requirements, William Sackerson Construction Co., Inc., the apparent low bidder, was determined to be non-responsible. Based on past performance by William Sackerson Construction on two recent Milwaukee County projects, Milwaukee County has no confidence that your firm can complete the project within the specified time frame in this high security area. Milwaukee County has deemed your firm is non-responsible on this particular bid and therefore is rejecting your bid.

The Milwaukee County Sheriff, Criminal Justice Facility Administration and the Milwaukee County AE&ES Section of DAS-FM have thoroughly reviewed the submitted bids and we are pursuing an alternative bidder at this time. Milwaukee County wishes to thank you for interest in working with Milwaukee County.

Pursuant to Milwaukee County Ordinance sections 43.03(1), 110.06 and 110.07(b), if you wish to appeal DAS-FM's determination, a written notice must be filed with the department within five (5) working days of the mailing of this letter. Your appeal should be sent to:

Greg High, P.E., Director, AE&ES Section
Facilities Management Division
Milwaukee County Dept. of Administrative Services
633 W. Wisconsin Ave, Suite 1002
Milwaukee, WI 53203

Once received, your appeal will be filed and a copy forwarded to the Milwaukee County Transportation, Public Works and Transit Committee for hearing.

Sincerely,

Phillip J. Schmidt, AIA
Milwaukee County | DAS-FM, AE&ES
633 West Wisconsin Ave.
Milwaukee, Wisconsin 53203
(414) 278-4936

| | | | | | | |
|----|--|--------------------------|---|-------------------------|----------------|----|
| Cc | Maj. Debra Burmeister, Greg High, Brian Engel, | Sheriff AE&ES CBDP | Dennis O'Donnell, William Banach, Gary Drent, | Sheriff AE&ES DAS | Paul Kuglitsch | CC |
|----|--|--------------------------|---|-------------------------|----------------|----|

**WILLIAM SACKERSON
CONSTRUCTION CO., INC.**

GENERAL CONTRACTOR

4749 S. WHITNALL AVE.

PO BOX 100318

CUDAHY, WI 53110



February 19, 2015

Milwaukee County Dept. of Administrative Services
Facilities Management Division
633 W. Wisconsin Ave., Suite 1002
Milwaukee, WI 53203

Attn: Greg High, P.E., Director, AE&ES Section

**In re: Criminal Justice Facility
Protective Glass Barrier
Project No. 0433-13447**

Dear Sir:

We are in receipt of Milwaukee County's Letter from Philip Schmidt, dated February 16, 2015, pertaining to the above project and our low bid for this project being rejected. The reason stated for this rejection was that our company has been declared Non-Responsible. Within this letter it is stated that this determination was based on our Company's performance on two recent Milwaukee County Projects, but it does not specify which projects or the alleged performance issues. We have requested this information a number of times but to-date we have not received any clarification.

We understand that one of the projects is Domestic Violence Unit, Project No. C070-11421. This project, without the original allowance amount of \$30,000.00, was awarded for \$646,500.00. There were 16 Allowance Authorizations which included 19 Separate Items for a Total of \$26,460.77 and 6 Change Orders which included 16 Separate Items for a Total of \$77,096.98. This was a net change of \$103,577.75 to our contract. These are obviously major changes in the scope of this work and obviously results in a very significant time extension implications.

Our Notice to Proceed was dated January 28th, 2013. The punchlist for this project was on November 1st, 2013 with Substantial Completion dated November 21st, 2013. Change Order #4 was issued December 10th, 2013, Change Order #5 was issued February 10th, 2014 and Change Order #6 was issued April 28th, 2014. These Change Orders were processed well after the work had been completed. It has been our experience that there is an unusually long period of time from the time we issue a RFI, the resulting issuing of a Construction Bulletin and the authorization to perform the work with a change order.

2/19/15

There were 10 Construction Bulletins issued for this project. Construction Bulletin #10 was issued on September 26th, 2013 which added a significant amount of work and impacted the schedule of all the finishes. Some of these Construction Bulletins modified or changed previous issued Construction Bulletins. In addition there were numerous proposals and changes that were not part of these 10 Construction Bulletins. There were 30 RFI's issued by our company.

One of the major issues was the redesigning of the steam lines. Construction Bulletin #7, issued on June 21st, 2014, was issued to correct the original design. Construction Bulletin #9 issued September 12, 2014 was issued to correct Construction Bulletin #7. Construction Bulletin #10, issued September 26th, 2014 was issued to correct Construction Bulletin #9. All this Steam Line Work was being accomplished after the finish trades were started and well underway. All the finishes had to be stopped and could not continue until the completion of these steam lines. This situation had a great impact on the completion of this project.

Our company was denied access to this site for over a month due to the Courthouse Electrical Fire.

This is a very short synopsis of the events that occurred with Domestic Violence Unit. Again we have not received, from Milwaukee County, any official notification of the two Projects involved or the issues with these projects that have result in our Company being declared non-responsible. We are anxiously waiting to address the alleged performance issues but cannot address them until they are made available.

Our Company has successfully performed countless projects for Milwaukee County for over 60 years and we have never received any type of sanction whatsoever. We feel that our Company being declared Non-Responsible is totally unjust and is without any merit. We hereby appeal this Non-Responsible Declaration by Milwaukee County.

Sincerely,



Jim Sackerson, PE
William Sackerson Constr. Co., Inc.

O433-13447

Notice No. 6976

DOCUMENT 00 40 00

BID FORM

Bidding of:
Criminal Justice Facility
PROTECTIVE GLASS BARRIER

Site Number: 240
Building Number: 76
949 North 9th Street
Milwaukee, Wisconsin 53233

Project No. O433-13447

Bids Due: December 17, 2014 - at 2:00 PM

CONTRACT - 1: Criminal Justice Facility
PROTECTIVE GLASS BARRIER

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

We, W. Sackerson Const. Co., Inc.
(A Corporation) (A Partnership) (An Individual) (Cross Out Inapplicable)

of 4849 S. Whitnell Ave
Street

Cudahy City WI State 53110 Zip Code

414-768-0088 Telephone No. 414-768-0763 Fax Number Sackerson256c@kabel.net e-mail address

Hereby agree to execute contract and furnish a satisfactory surety bond in the amount specified to complete the above project in strict accordance with Contract Documents dated November 03, 2014.

CONTRACT - 1, Bid Package 1: Protective Glass Barrier

Base-Bid: The Work for the sum of:

one hundred & fifty two thousand, nine
(In words)

hundred & 01 Dollars \$ 152,900
(In figures)

MISCELLANEOUS ALLOWANCE-1, (Add to Base-Bid from Section 01 21 00)
\$ 11,500.00

TOTAL BASE BID - (Contract - 1): one hundred & sixty four thousand
(In words)

four hundred & 02 Dollars \$ 164,400
(In figures)

ALTERNATIVES

Fill in Alternatives as listed. Where no changes in Base Bid occurs for Alternative, mark "No Change" or if "Add" to or "Deduct" from Base Bid occurs, cross out description that does not apply. See Section 01 23 00, of this project manual. If an Alternative is left blank it shall mean Contractor shall perform the Work without addition or deduction in the Contract Sum.

SUBSTITUTION OF MATERIALS

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

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

ADDENDUM RECEIPT

We acknowledge the receipt of Addendum 1 to 3 inclusive.

SCHEDULE OF VALUES SUBMITTAL

We acknowledge including the required Schedule of Values per requirements specified in Section 01 20 00, PRICE AND PAYMENT PROCEDURES.

John J. Sackerson
(Signature of Authorized Representative)

BID SECURITY ACCOMPANYING PROPOSAL

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

The amount and type of bid security is as follows:

10% Cash

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if signatory to the Contract, to commence work on receipt of Notice to Proceed and achieve Substantial Completion of Work on May 20, 2015.

NOTE! See Document 00800 - Supplementary Conditions - 8.2.3, for Liquidated Damages associated with the contract work.

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

W. Sackerson Const. Co. Inc. Certifies that they have examined and carefully prepared this bid from Bid Documents and have checked same in detail before submitting bid to Milwaukee County.

O433-13447

Notice No. 6976

In submitting this bid, the bidder also acknowledges, understands and agrees that the submission of a bid shall commit the bidder to comply with Milwaukee County's requirements as outlined in the Contractor Residency Program provisions. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for the Contractor Residency Program Participation on this project is 50%.

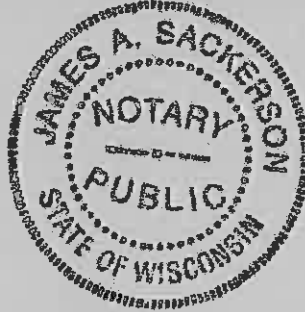
John Sackerson
(Signature of Authorized Representative)

President
(Title)

X Subscribed and sworn to before me this 17 day of December, 2012

My commission expires 7/24/16, 201

James A. Sackerson
(Notary Public)



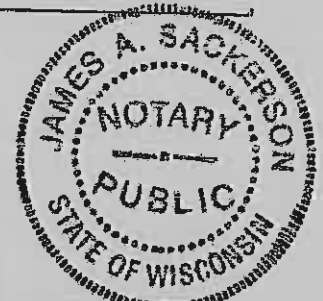
AFFIDAVIT

State of Wis.County of MilwaukeeJohn Sackerson being duly sworn, deposes and states that
(Name)they are the President of
(Official Capacity)W. Sackerson Const. Co. Inc.
(Name of Firm)

and that Contractors Qualification Statement filed with County Clerk on File
for said firm remains true and correct. I understand that the willful falsification of information may result
in a civil or criminal penalty pursuant to Chapter 101 Statutes.

John Sackerson President
(Signature and Title)

X
Subscribed and sworn to before me this 17 day of December
2018.

My commission expires 7/24/16, 201 .James A. Sackerson
(Notary Public)

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

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

Substitution Request Form during Bidding

Project: CRIMINAL JUSTICE FACILITY
Protective Glass Barrier

Project No.: 0433-13447

To: Milwaukee County | DAS - FM - AE&ES Section
2711 West Wells Street, Suite 200
Milwaukee, WI 53208

Substitution Request No.: _____

From: _____

Date: _____

Contract For: _____

Specification Section: _____

Description: _____

Section No.: _____ Page: _____

Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____

Phone: _____ Fax: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____

Phone: _____ Fax: _____

Differences between proposed and specified product: _____

History: ☐ New ☐ 2 - 5 years old ☐ 5 - 10 years old ☐ Greater than 10 years old
☐ Point-by-point comparison attached - Required

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Design Professional: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed Substitution affects which other portions of the Work: ☐ No ☐ Yes - Explain: _____

Proposed Deduction in Contract Price: _____ (\$ _____)

Proposed Substitution Changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] Days _____

Supporting Data: Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ Other _____

Substitution Request Form during Bidding

The Undersigned Certifies:

Proposed substitution has been fully investigated and determined to be equal or superior in all aspects the specified product.

Same Warranty will be furnished for proposed substitution as for specified product.

Same maintenance service and source of replacement parts, as applicable, is available.

Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.

Cost data as stated above is complete. Claims for additional costs related to accepted substitution, which may subsequently become apparent are to be waived.

Proposed substitution does to affect dimensions and functional clearances.

Payment will be made for changes to building design, including architectural design, detailing, and construction costs caused by the substitution.

Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed By: _____

Firm: _____

Address: _____

Telephone: _____

Fax/Email: _____

Attachments: _____

ARCHITECT'S REVIEW AND ACTION

- ☐ Substitution approved. Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted. Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected. Use specified materials.
- ☐ Substitution Request received too late. Use specified materials.

Signed By: _____

Date: _____

Additional Comments:

☐ Contractor ☐ Subcontractor ☐ Supplier ☒ Manufacturer ☐ Architect



Project No: 0433-13447

SUB CONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Pursuant to State Statute Chapter 66.0901(7), Milwaukee County requires the following collection of information on all subcontractors, Sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

[illegible]

(*) Check if this firm's quote has been used in your bid/proposal.

(*) Annual Gross Receipts:

A: Less than \$250,000

D: \$1 million to \$5 million

B: \$250,000 to \$500,000

E: \$5 million to \$15 million

C: \$500,000 to 1 million

F: More than \$15 million

Note: Federal Regulation protects Information gathered on the background and financial status of firms from disclosure.

00 45 00-1

Minimal Justice Facility Effective Glass Barrier

DBE-02 (08/01/13) Previous Editions Obsolete



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: 0433-13447

PROJECT TITLE: Protective Glass Barrier -

TOTAL CONTRACT AMOUNT \$ 152,900

DBE Goal: _____

| Name & Address of DBE(s) | Scope of Work Detailed Description | DBE Contract Amount | % of Total Contract |
|--------------------------|---------------------------------------|------------------------|------------------------|
| <u>D/I Contractors</u> | <u>Glass</u> | <u>\$85,000</u> | <u>56%</u> |

(* Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm Li Sackerson Const. Co., Inc. (Phone No. 414-742-0082), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

John Sackerson
Signature of Authorized Representative

John Sackerson President
Name & Title of Authorized Representative

12/17/14
Date

Subscribed and sworn to before me this 17 day of December, 20 14

James A. Sackerson
Signature of Notary Public

State of WI. My Commission expires 7/24/16

[SEAL]

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

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative

Name & Title of Authorized DBE Representative

Date

FOR CBDP USE ONLY

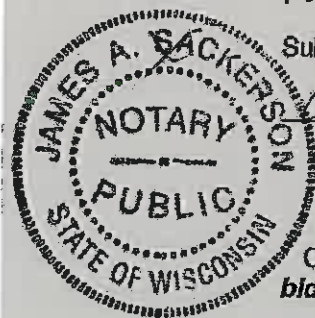
Commitment number _____ of _____

Project Total: (A) _____ (V) \$ _____ Total % _____

Verified with: _____

Authorized Signature

Date





COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.myicm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** Prime contractor/consultant shall maintain the approved DBE participation level during the term of the contract with Milwaukee County to include additional work on the contract, e.g., use of allowance, change orders, addendums, extra work, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed, or execution of the Purchase Order. By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. **VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP. Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet (AIA form G703) the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. Payments will be withheld from all prime contractors/consultants not in compliance.

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact

CBDP Compliance Team / cbdpcompliance@milwcnty.com / 414.278.4747



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
William Sackerson Construction
Company, Inc
4749 So Whitnal Ave
Cudahy, WI 53110

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OWNER:

(Name, legal status and address)
Milwaukee County,
Clerk Courthouse-RM#105
901 N 9TH St
Milwaukee, WI 53233

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: TEN PER CENT (10%) OF THE AMOUNT OF THE BID—

PROJECT:

(Name, location or address, and Project number, if any)

CONTRACT 1, Bid Package 1, Protective Glass Barrier, Criminal Justice Facility, Site # 240, Building Number : 76, 949 N 9TH St, Milwaukee, WI 53233
BID DATE 12/17/14

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be considered as a statutory bond and not as a common law bond.

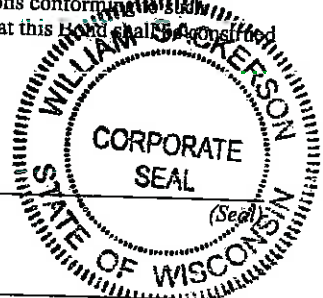
Signed and sealed this 4 day of December, 2014


(Witness)

WM Sackerson Construction Co, inc.
(Principal)


(Title)

The Ohio Casualty Insurance Company
(Surety)



Principal: WM Sackerson Construction Co, Inc.

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Goetsch Bucholtz, Inc.

Obligee: Milwaukee County, Clerk, Courthouse

Agent Code: 480322

Bond Number:

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Thomas R. Bucholtz, Robert P. Bucholtz, Jack E. Bucholtz, Jeffrey A. Lambert of WEST ALLIS, Wisconsin its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 4 day of December, 2014.



Thomas R. Bucholtz

O433-13447

EXHIBIT

4

Notice No. 6976

DOCUMENT 00 40 00

BID FORM

Bidding of:
Criminal Justice Facility
PROTECTIVE GLASS BARRIER

Site Number: 240
Building Number: 76
949 North 9th Street
Milwaukee, Wisconsin 53233

Project No. O433-13447

Bids Due: December 17, 2014 - at 2:00 PM

CONTRACT - 1: Criminal Justice Facility
PROTECTIVE GLASS BARRIER

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

We, BURKHART CONSTRUCTION CORPORATION
(A Corporation) (A Partnership) (An Individual) - (Cross Out Inapplicable)
of 12800 W. SILVER SPRING DRIVE P.O. Box 498
Butler WI 53007
City State Zip Code
(262) 783-4333 (262) 783-5829 MIKE@BURKHARTCONSTRUCTION.COM
Telephone No. Fax Number email address

I hereby agree to execute contract and furnish a satisfactory surety bond in the amount specified to complete the above project in strict accordance with Contract Documents dated November 03, 2014.

CONTRACT - 1. Bid Package 1: Protective Glass Barrier

Base-Bid: The Work for the sum of:

ONE HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED
(in words)
THIRTY Dollars \$ 158,830.00
(in figures)

MISCELLANEOUS ALLOWANCE-1, (Add to Base-Bid from Section 01 21 00)
\$ 11,500.00

TOTAL BASE BID - (Contract - 1): ONE HUNDRED SEVENTY THOUSAND THREE
(in words)
HUNDRED THIRTY Dollars \$ 170,330.00
(in figures)

ALTERNATIVES

Fill in Alternatives as listed. Where no changes in Base Bid occurs for Alternative, mark "No Change" or if "Add" to or "Deduct" from Base Bid occurs, cross out description that does not apply. See Section 01 23 00, of this project manual. If an Alternative is left blank it shall mean Contractor shall perform the Work without addition or deduction in the Contract Sum.

SUBSTITUTION OF MATERIALS

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


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

ADDENDUM RECEIPT

We acknowledge the receipt of Addendum 1 to 3 inclusive.

SCHEDULE OF VALUES SUBMITTAL

We acknowledge including the required Schedule of Values per requirements specified in Section 01 20 00, PRICE AND PAYMENT PROCEDURES.


(Signature of Authorized Representative)

BID SECURITY ACCOMPANYING PROPOSAL

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

The amount and type of bid security is as follows:

10% Bid Bond

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if signatory to the Contract, to commence work on receipt of Notice to Proceed and achieve Substantial Completion of Work on May 20, 2015.

NOTE! See Document 00600 - Supplementary Conditions - 8.2.3, for Liquidated Damages associated with the contract work.

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

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

O433-13447

Notice No. 6976

In submitting this bid, the bidder also acknowledges, understands and agrees that the submission of a bid shall commit the bidder to comply with Milwaukee County's requirements as outlined in the Contractor Residency Program provisions. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for the Contractor Residency Program Participation on this project is 50%.

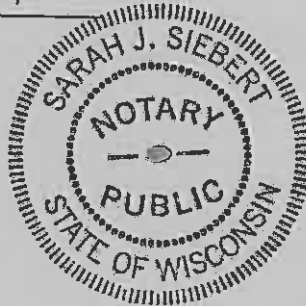
Michael W. Schumacher
(Signature of Authorized Representative)

Vice President
(Title)

Subscribed and sworn to before me this 17th day of December, 2014

My commission expires July 24, 2016.

Sarah J. Siebert
(Notary Public)



AFFIDAVIT

State of WISCONSIN
County of WAUKESHA

MICHAEL R. SPANHEIMER being duly sworn, deposes and states that
(Name)
they are the VICE PRESIDENT of
(Official Capacity)
BURKHART CONSTRUCTION CORPORATION
(Name of Firm)

and that Contractors Qualification Statement filed with County Clerk on 2/18/14
for said firm remains true and correct. I understand that the willful falsification of information may result
in a civil or criminal penalty pursuant to Chapter 101 Statutes.

Michael R. Spanheimer, VICE PRESIDENT
(Signature and Title)

Subscribed and sworn to before me this 17th day of December
2012 2014.

My commission expires July 24, 2016.

Sarah J. Siebert
(Notary Public)



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

Disclosure of Ownership

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

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

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

(1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if both (A) and (B) are met

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for

Other Construction Business

| | | | |
|---------------------------|--|------|----------------|
| Name of Business | | | |
| NONE | | | |
| Street Address or P O Box | | City | State Zip Code |
| Name of Business | | | |
| Street Address or P O Box | | City | State Zip Code |
| Name of Business | | | |
| Street Address or P O Box | | City | State Zip Code |
| Name of Business | | | |
| Street Address or P O Box | | City | State Zip Code |

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

Print the Name of Authorized Officer

| | | | |
|---|--|-------------|----------------|
| Signature of Authorized Officer | | Date Signed | |
| MICHAEL R. SPANHEIMER | | 12/17/2014 | |
| Name of Corporation, Partnership or Sole Proprietorship | | | |
| BURKHNER CONSTRUCTION CORPORATION | | | |
| Street Address or P O Box | | City | State Zip Code |
| P.O. Box 498 | | BURKHNER | WI 53007 |

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

Substitution Request Form during Bidding

Project: CRIMINAL JUSTICE FACILITY
Protective Glass Barrier

Project No.: 0433-13447

To: Milwaukee County | DAS - FM - AE&ES Section
2711 West Wells Street, Suite 200
Milwaukee, WI 53208

Substitution Request No.: _____

From: _____

Date: _____

Contract For: _____

Specification Section: _____

Description: _____

Section No.: _____ Page: _____

Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____

Phone: _____ Fax: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____

Phone: _____ Fax: _____

Differences between proposed and specified product: _____

History: ☐ New ☐ 2 - 5 years old ☐ 5 - 10 years old ☐ Greater than 10 years old
☐ Point-by-point comparison attached - **Required**

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Design Professional: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed Substitution affects which other portions of the Work: ☐ No ☐ Yes - Explain: _____

Proposed Deduction in Contract Price: _____ (\$ _____)

Proposed Substitution Changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] Days _____

Supporting Data: Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ Other _____

Substitution Request Form during Bidding

The Undersigned Certifies:

Proposed substitution has been fully investigated and determined to be equal or superior in all aspects the specified product.

Same Warranty will be furnished for proposed substitution as for specified product.

Same maintenance service and source of replacement parts, as applicable, is available.

Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.

Cost data as stated above is complete. Claims for additional costs related to accepted substitution, which may subsequently become apparent are to be waived.

Proposed substitution does to affect dimensions and functional clearances.

Payment will be made for changes to building design, including architectural design, detailing, and construction costs caused by the substitution.

Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed By: _____

Firm: _____

Address: _____

Telephone: _____

Fax/Email: _____

Attachments: _____

ARCHITECT'S REVIEW AND ACTION

- ☐ Substitution approved. Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted. Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected. Use specified materials.
- ☐ Substitution Request received too late. Use specified materials.

Signed By: _____

Date: _____

Additional Comments: _____

☐

Contractor

☐

Subcontractor

☐

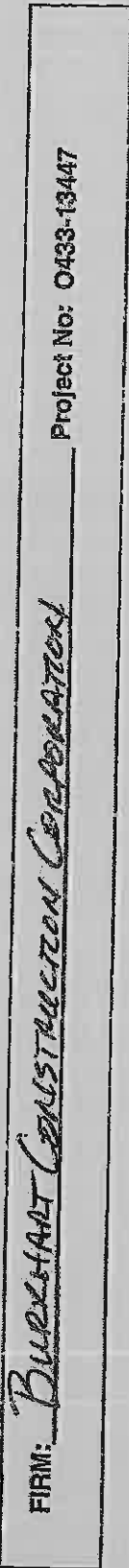
Supplier

☐

Manufacturer

☐

Architect



Pursuant to State Statute Chapter 66.0901 (7), Milwaukee County requires the following collection of information on all subcontractors, Sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

[illegible]

DBE-02 (08/01/13) Previous Editions Obsolete



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: 0433-13447

PROJECT TITLE: CRIMINAL JUSTICE FACILITY
PROTECTIVE GLASS BARRIER

TOTAL CONTRACT AMOUNT \$ 170,330.00

DBE Goal: 25%

| Name & Address of DBE ^(*) | Scope of Work Detailed Description | DBE Contract Amount | % of Total Contract |
|--|---------------------------------------|------------------------|------------------------|
| B&D CONTRACTORS, INC 17020 W. ROBERTS DR. NEW BERLIN, WI 53151 | BALLISTIC STOPPESUIT | 428,500 | 49 |

(*) Separate commitment form must be completed for each DBE firm

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm BARKHART CONSTRUCTION CORPORATION (Phone No. 262-783-4333), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CDBP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative

MILAN R. SPANHEIMER, VICE PRESIDENT
Name & Title of Authorized Representative

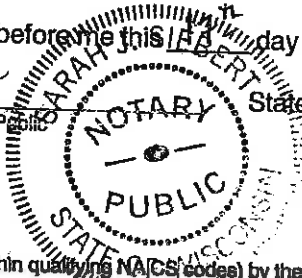
12/17/2014
Date

Subscribed and sworn to before me this 14th day of December, 20 14.

Signature of Notary Public

State of WI. My Commission expires 7-24-16.

[SEAL]



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

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CDBP.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative

Name & Title of Authorized DBE Representative

Date

FOR CDBP USE ONLY

Commitment number _____ of _____

Project Total:

(A) _____

(V) \$ _____

Total % _____

Verified with: _____

Authorized Signature

Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named DBE firm and that they will be hired if awarded the contract by the County. **VIOLATION OF THE TERMS OF THIS COMMITMENT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. The successful Bidder/Proposer shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact
CBDP Compliance Team / cbdpcompliance@milwcnty.com / 414.278.4747

12/1

Fidelity and Deposit Company of Maryland

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we **Burkhart Construction Corporation**
P.O. Box 498
Butler, WI 53007

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto

Milwaukee County
901 N. 9th Street
Milwaukee, WI 53233

as Oblige, hereinafter called Oblige, in the sum of **Ten Percent (10%) of Principal's Bid**
Dollars () or (10 %) percent of the amount bid, whichever is less,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Criminal Justice Facility Protective Glass Barrier
Contract 1, Bid Package 1
Official Notice No. 6976

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of December, 2014

Dennis L. Manhe
(Witness)

Melissa Babusik
(Witness)

Burkhart Construction Corporation

(Principal) _____ (Seal)
By: *Michael R. Spanheimer*
Michael R. Spanheimer, Vice President (Title)

THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By: *Randy L. Brehmer*
Randy L. Brehmer, (Attorney-in-Fact)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Randy L. BREHMER, Lawrence A. MICHAEL, Terence R. GESZVAIN, Jason A. BRAATZ, Chris BREHMER, Cynthia J. BREHMER, Linda A. PUPP and Melissa BABIAK**, all of Butler, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of October, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Assistant Secretary
Eric D. Barnes*

State of Maryland
City of Baltimore

Gerald F. Haley

*Vice President
Gerald F. Haley*

On this 7th day of October, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President**, and **ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.


RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of December, 2014.




Michael Bond, Vice President

O433-13447

Notice No. 6976

DOCUMENT 00 40 00

BID FORM

Bidding of:
Criminal Justice Facility
PROTECTIVE GLASS BARRIERSite Number: 240
Building Number: 76
949 North 9th Street
Milwaukee, Wisconsin 53233

Project No. O433-13447

Bids Due: December 17, 2014 - at 2:00 PM

CONTRACT - 1: Criminal Justice Facility
PROTECTIVE GLASS BARRIERAt the Office of: MILWAUKEE COUNTY CLERK
Room 105 - Courthouse
901 North 9th Street
Milwaukee, Wisconsin 53233We, KPH Construction(A Corporation) ~~(A Partnership)~~ ~~(An Individual)~~ (Cross Out Inapplicable)of 1237 W. Bruce Street

Street

Milwaukee

City

WI

State

53204

Zip Code

(414) 647-1530

Telephone No.

(414) 647-1540

Fax Number

estimating@kphwi.com

email address

Hereby agree to execute contract and furnish a satisfactory surety bond in the amount specified to complete the above project in strict accordance with Contract Documents dated November 03, 2014.

CONTRACT - 1, Bid Package 1: Protective Glass Barrier

Base-Bid: The Work for the sum of:

One Hundred Sixty Five thousand Eight Hundred Eighty Seven
(In words)Dollars \$ 165,887.00

(In figures)

MISCELLANEOUS ALLOWANCE-1, (Add to Base-Bid from Section 01 21 00)
\$ 11,500.00TOTAL BASE BID - (Contract - 1): One Hundred Seventy Seven thousand
(In words)Three Hundred Eighty Seven Dollars \$ 177,387

(In figures)

ALTERNATIVES

Fill in Alternatives as listed. Where no changes in Base Bid occurs for Alternative, mark "No Change" or if "Add" to or "Deduct" from Base Bid occurs, cross out description that does not apply. See Section 01 23 00, of this project manual. If an Alternative is left blank it shall mean Contractor shall perform the Work without addition or deduction in the Contract Sum.

SUBSTITUTION OF MATERIALS

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

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

ADDENDUM RECEIPT

We acknowledge the receipt of Addendum 1 to 3 inclusive.

SCHEDULE OF VALUES SUBMITTAL

We acknowledge including the required Schedule of Values per requirements specified in Section 01 20 00, PRICE AND PAYMENT PROCEDURES.

(Signature of Authorized Representative)

BID SECURITY ACCOMPANYING PROPOSAL

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

The amount and type of bid security is as follows:

10% Bid Bond

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if signatory to the Contract, to commence work on receipt of Notice to Proceed and achieve Substantial Completion of Work on May 20, 2015.

NOTE! See Document 00800 - Supplementary Conditions - 8.2.3, for Liquidated Damages associated with the contract work.

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

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

O433-13447

Notice No. 6976

In submitting this bid, the bidder also acknowledges, understands and agrees that the submission of a bid shall commit the bidder to comply with Milwaukee County's requirements as outlined in the Contractor Residency Program provisions. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for the Contractor Residency Program Participation on this project is 50%.

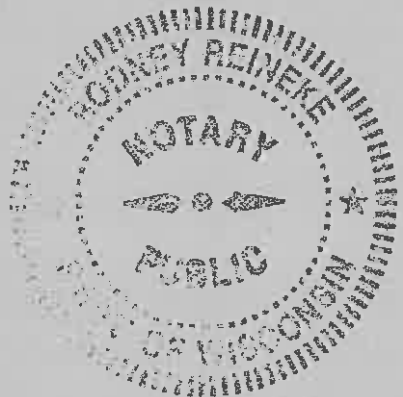

(Signature of Authorized Representative)

President
(Title)

Subscribed and sworn to before me this 17 day of December, 2012

My commission expires May 10, 2015

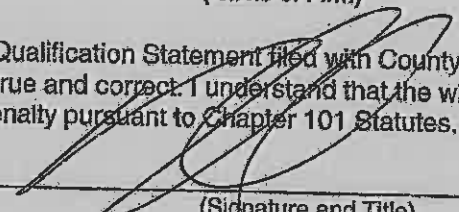

(Notary Public)



AFFIDAVIT

State of WICounty of MilwaukeeKeith Hanender
(Name) being duly sworn, deposes and states thatthey are the President
(Official Capacity) ofKPA Construction
(Name of Firm)

and that Contractors Qualification Statement filed with County Clerk on _____
for said firm remains true and correct. I understand that the willful falsification of information may result
in a civil or criminal penalty pursuant to Chapter 101 Statutes.


(Signature and Title)Subscribed and sworn to before me this 17 day of December, 2011.My commission expires _____, 2015.
(Notary Public)

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

Disclosure of Ownership

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

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

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

(1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.60(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if both (A) and (B) are met

(A) The contractor, or a shareholder, officer or partner of the contractor;

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for

Other Construction Business

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

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

Print the Name of Authorized Officer

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

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

Substitution Request Form during Bidding

Project: CRIMINAL JUSTICE FACILITY
Protective Glass Barrier

Project No.: 0433-13447

To: Milwaukee County | DAS - FM - AE&ES Section
2711 West Wells Street, Suite 200
Milwaukee, WI 53208

Substitution Request No.: _____

From: _____

Date: _____

Contract For: _____

Specification Section: _____

Description: _____

Section No.: _____ Page: _____

Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____

Address: _____

Phone: _____ Fax: _____

Trade Name: _____

Model No.: _____

Installer: _____

Address: _____

Phone: _____ Fax: _____

Differences between proposed and specified product: _____

History: ☐ New ☐ 2 - 5 years old ☐ 6 - 10 years old ☐ Greater than 10 years old
☐ Point-by-point comparison attached -- Required

Reason for not providing specified item: _____

Similar Installation: _____

Project: _____

Design Professional: _____

Address: _____

Owner: _____

Date Installed: _____

Proposed Substitution affects which other portions of the Work: ☐ No ☐ Yes -- Explain: _____

Proposed Deduction in Contract Price: _____ (\$ _____)

Proposed Substitution Changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] Days _____

Supporting Data: Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ Other _____

Substitution Request Form during Bidding

The Undersigned Certifies:

Proposed substitution has been fully investigated and determined to be equal or superior in all aspects the specified product.

Same Warranty will be furnished for proposed substitution as for specified product.

Same maintenance service and source of replacement parts, as applicable, is available.

Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.

Cost data as stated above is complete. Claims for additional costs related to accepted substitution, which may subsequently become apparent are to be waived.

Proposed substitution does to affect dimensions and functional clearances.

Payment will be made for changes to building design, including architectural design, detailing, and construction costs caused by the substitution.

Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed By: _____

Firm: _____

Address: _____

Telephone: _____

Fax/Email: _____

Attachments: _____

ARCHITECT'S REVIEW AND ACTION

- ☐ Substitution approved. Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted. Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected. Use specified materials.
- ☐ Substitution Request received too late. Use specified materials.

Signed By: _____

Date: _____

Additional Comments: _____

☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ Architect



FIRM:

WHA Construction

Project No: 0433-13447

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Pursuant to State Statute Chapter 66.0901 (7), Milwaukee County requires the following collection of information on all subcontractors, Sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

| (*) | Name | DBE Yes/No | Address | Date Firm Established | Annual Gross Receipts (**) | Work or Service to be Performed |
|-----|-------------|---------------|---|-----------------------------|-------------------------------|---------------------------------|
| ✓ | B&D Glazing | Yes | 19920 W. Rogers Dr. New Berlin, WI 53151 | | | Glass & Glazing |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(*) Check if this firm's quote has been used in your bid/proposal.

(**) Annual Gross Receipts:

A: Less than \$250,000

D: \$1 million to \$5 million

B: \$250,000 to \$500,000

E: \$5 million to \$15 million

C: \$500,000 to 1 million

F: More than \$15 million

Note: Federal Regulation protects information gathered on the background and financial status of firms from disclosure.

00 45 00-1



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT \$ _____ DBE Goal: _____

| Name & Address of DBE ^(*) | Scope of Work Detailed Description | DBE Contract Amount | % of Total Contract |
|--------------------------------------|---------------------------------------|------------------------|------------------------|
| | | | |

(^{*} Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

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

Signature of Authorized Representative _____ Name & Title of Authorized Representative _____

Date _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Signature of Notary Public _____

State of _____. My Commission expires _____.

[SEAL]

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

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CDBP.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative _____

Name & Title of Authorized DBE Representative _____

Date _____

FOR CDBP USE ONLY

Commitment number _____ of _____

Project Total: (A) _____ (V) \$ _____ Total % _____

Verified with: _____

Authorized Signature _____

Date _____



COMMUNITY BUSINESS DEVELOPMENT PARTNERS **MILWAUKEE COUNTY**

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDiretory.aspx>
2. **CONTRACT ADJUSTMENTS:** Prime contractor/consultant shall maintain the approved DBE participation level during the term of the contract with Milwaukee County to include additional work on the contract, e.g., use of allowance, change orders, addendums, extra work, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed, or execution of the Purchase Order. By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. **VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP. Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet (AIA form G703) the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. Payments will be withheld from all prime contractors/consultants not in compliance.

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact

CBDP Compliance Team / cbdpcpliance@milwcnty.com / 414.278.4747

Bid Bond



AIA Document A310™ - 2010

CONTRACTOR:

(Name, legal status and address)

KPH CONSTRUCTION, CORP.
1237 W Bruce St
Milwaukee, WI 53204

Bid Bond No. LM00311

SURETY:

*(Name, legal status and principal
place of business)*

Liberty Mutual Insurance Company
175 Berkeley St
Boston, MA 02116

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

Milwaukee County
949 North 9th Street
Milwaukee, WI 53204

BOND AMOUNT: Ten Percent of the Bid Amount (10.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Milwaukee County Criminal Justice Facility Protective Glass Barrier;
Project No. 0433-13447

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of December, 2014

(Witness)

(Witness) Karla K. Hetffron

KPH CONSTRUCTION, CORP.
(Principal)

(Seal)

(Title)

Liberty Mutual Insurance Company
(Surety)

(Seal)

(Title) Robert Downey, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6661732

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chris Steinagel; Christopher M. Kemp; Connie Smith; Michael J. Douglas; Robert Downey

all of the city of Hudson, state of WI, each individually if there be more than one named, his true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of July, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 28th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12: Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5: Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of December, 2014.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

BID SUMMARY**PROJECT NAME:*****CJF Protective Glass Barrier*****PROJECT NO.**

O433-13447

BIDS DUE:

Wednesday, December 17, 2014 at 2:00PM

CONTRACT #1:

Protective Glass Barrier

BASE BID**DBE REC'D**

KPH Construction

\$177,387.00

☒

Burkhart Construction

\$170,330.00

☒

WM Sackerson Co.

\$164,400.00

☒☐☐☐☐☐DBE 25%
ADDENDUMS 3**BASE BID DESCRIPTION:**

Includes removal of existing aluminum frame and doors at the public information counter located at the main entry to the Criminal Justice Facility, ground level. Replacement of existing frames and doors shall be with a ballistic resistant aluminum framing system meeting UL Standard 752, Level 3, protection rating.

CBDP concurs with the DBE participation for the above recommended Bid. Please refer to the approved Form DBD-014C attached to the bid recommendation.

O433-13447



**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

Date: **January 21, 2015**

To: **Director:
Department of Administrative Services**


From: **Architecture, Engineering and
Environmental Services Section**

SUBJECT: **TRANSMITTAL OF ADMINISTRATIVE CONTRACT AWARD**

For: **CRIMINAL JUSTICE FACILITY
Protective Glass Barrier
Site Number: 240
Building Number: 76
949 North 9th Street
Milwaukee, Wisconsin 53233**

Project No.: **O433-13447**

Attached is Administrative Contract Award for the above project. Please sign attached Administrative Contract Award Authorization under Owner Department Concurrence and return to my attention.


William J. Banach, NCARB, LEED AP
Principal Architect

Attachments: **Administrative Contract Award**

| | | |
|-----|-------------------------|-----------|
| cc: | Gary Drent, | DAS-FM |
| | Greg High, | AE&ES |
| | Major Debra Burmeister, | CJF |
| | Dennis O'Donnell | Sheriff's |
| | File | |

O433-13447

DEPARTMENT OF ADMINISTRATIVE SERVICES
ARCHITECTURE, ENGINEERING AND ENVIRONMENTAL SERVICES SECTION

ADMINISTRATIVE CONTRACT AWARD

(Authorization: County Ordinance 44.14(2), Award of Public Works Contracts, Amended November 6, 1997)

I. PROJECT DESCRIPTION

Project No.: O433-13447
Project Name: CRIMINAL JUSTICE FACILITY
Protective Glass Barrier
Project Location: 949 North 9th Street
Milwaukee, Wisconsin 53233
Description of Project: CONTRACT-1, Bid Package 1

The Protective Glass Barrier construction includes removal of existing aluminum frame and doors at the public information counter located at the main entry to the Criminal Justice Facility, ground level. Replacement of the existing frames and doors shall be with a ballistic resistant aluminum framing system meeting UL Standard 752, Level 3, protection rating.

II. BID OPENING

December 17, 2014 – at 2:00 PM

III. BIDS RECEIVED

CONTRACT-1, Bid-Package 1:

Three (3) bids were submitted; 12/17/2014.

Apparent low bidder was determined to be non-responsible based on past construction performance of the General Contractor on Milwaukee County projects. See attached determination.

See attached recommendation by the Milwaukee County Sheriff's Office and the Criminal Justice Facility Administration.

IV. RECOMMENDED BID; RESPONSIVE and RESPONSIBLE CONTRACTOR

CONTRACT-1, Bid-Package 1:

Burkhart Construction

Base Bid \$158,830.00

Miscellaneous Allowance \$11,500.00

Contract Amount \$170,330.00

V. FISCAL NOTE:

Sufficient funds are available for construction of this project in the following account:

CRIMINAL JUSTICE FACILITY
Protective Glass Barrier

Agency: 120
Project Code: WO433012

Org. No.: 1850
Function: N/A

Object: 8509
Category: N/A

REVIEWED BY SLP
DATE 1-21-15

DEPARTMENT OF ADMINISTRATIVE SERVICES
ARCHITECTURE, ENGINEERING AND ENVIRONMENTAL SERVICES SECTION

VI. SPECIAL NOTE:

1. Under this Administrative Contract Award; project team members from the Milwaukee County Sheriff's Office, Criminal Justice Facility Administration, and the Milwaukee County DAS (Architecture, Engineering and Environmental Services Division) have reviewed the bids. The recommended bid, responsive and responsible contractor was found to be in order and acceptable.

VII SUSTAINABILITY & ENERGY CONSERVATION – "Green Print"

- 1) Construction Waste Management and Disposal plan: waste reduction goals, divert debris from landfill disposal, and redirect recyclable material back to manufacturing process.
- 2) Painting and coating products used on this project shall meet or exceed specified sustainable design requirements of Indoor Air Quality.

O433-13447

DEPARTMENT OF ADMINISTRATIVE SERVICES
ARCHITECTURE, ENGINEERING AND ENVIRONMENTAL SERVICES SECTION

REVIEWED AND RECOMMENDED BY:

DocuSigned by:

Greg High

Gregory G. High, Director
Architecture, Engineering and
Environmental Services

Date: 1/22/2015

OWNER DEPARTMENT CONCURRENCE
Contract Award(s) Approved:

DocuSigned by:

Debra Burmeister

Major Debra Burmeister
Criminal Justice Facility Administration

Date: 1/27/2015

AWARD ACTION BY DIRECTOR OF ADMINISTRATIVE SERVICES
Contract Award(s) Approved:

DocuSigned by:

Trig Whaley-Smith

Trig Whaley-Smith, Director
Department of Administrative Services

Date: 1/30/2015

Attachment: Summary of Bids
Commitment to Contract with DBE
Contractor Residency Recommendation Form
Apparent low bid; non-responsible determination
Recommendation from CJF Administration and Sheriff's Office

COPIES AFTER APPROVAL

| | | |
|-----|--------------------|-----------|
| Cc: | Greg High | AE&ES |
| | Gary Drent | DAS-FM |
| | Dennis O'Donnell | Sheriff's |
| | Richard R. Schmidt | Sheriff's |
| | William Banach | AE&ES |
| | Philip Schmidt | AE&ES |
| | Project File | Original |



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: 0433-13447 PROJECT TITLE: Criminal Justice Facility - Protective Glass Barrier

TOTAL CONTRACT AMOUNT \$ 170,330.00

DBE Goal: 25%

| Name & Address of DBE ¹⁾ | Scope of Work Detailed Description | DBE Contract Amount | % of Total Contract |
|---|--|------------------------|------------------------|
| B+D Contractors Inc. 17020 W. Rogers Dr, New Berlin WI 53151 | Ballistic Sprockfront (Demolition + Installation) | \$ 84,500 | 49.6% |

(¹⁾ Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (to be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm Burkhart Construction Corporation (Phone No. (262) 783-4333) or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CDBP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative

Michael R. Spanheimer, Vice Pres
Name & Title of Authorized Representative

12/17/14

Date

Subscribed and sworn to before me this 17th day of December, 20 14

State of Wisconsin. My Commission expires May 31, 2015

* Only firms certified as a DBE (with qualifying NAICS codes) by the State of Wisconsin UCP prior to bid/proposal opening will be credited on this contract

DBE Affirmation (to be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by Burkhart Construction Corporation.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CDBP.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative

Brian Holmes, President
Name & Title of Authorized DBE Representative

12/17/14

Date

FOR CDBP USE ONLY

Commitment number 1 of 1

Project Total:

(A)

(M)

Total % 49.6%

Verified with:

Brian 1/12

Authorized Signature

1/12/15
Date

0433-13447

COUNTY OF MILWAUKEE
Contractor Residency Recommendation Form

County Contract / Project Manager: **Philip J Schmidt**

Date: **January 08, 2015**

Project Name: **CRIMINAL JUSTICE FACILITY
Protective Glass Barrier**

Project Number: **0433-13447**

Project Code: **WO433012**

Fund: **1850**

Agency: **120**

Org No. **1850**

Object No. **8509**

Work/Project Description (Scope):

The Protective Glass Barrier construction includes removal of existing aluminum frame and doors at the public information counter located at the main entry to the Criminal Justice Facility, ground level. Replacement of the existing frames and doors shall be with a ballistic resistant aluminum framing system meeting UL Standard 752, Level 3 protection rating.

Government Funding (State, Federal)? Yes ___ No **X** If Yes, Type/Dept. _____
[State or Federal (i.e. UMTA, DOT, FAA, etc.)]

Is Project/Contract: New ___ Existing **X** Amendment ___ Continuing ___ Extension ___ Non Profit ___

If Non-profit, please provide confirmation of Non-Profit Agency _____

Estimated Contract Amount _____

Recommended Residency Percentage (*)

\$ 170,330.00

50 %

(*) A recommendation of less than the fifty (50%) percent minimum requires a detailed explanation and the Department/Division Administrator signature below:

Department/Division Administrator

=====

(DAS Administration ONLY) Indicate Determination and Return Copy to Writer

Concur with Recommendation: _____, or provide the following goal: _____ %

The contract is exempt from the Residency Requirement: Yes _____ No _____

Approved: DocuSigned by:
Trig Whaley-Smith
C8B4211B15E6447...

Date: 1/9/2015

Form

Rev. 06/10/10

O433-13447

DEPARTMENT OF ADMINISTRATIVE SERVICES
ARCHITECTURE, ENGINEERING AND ENVIRONMENTAL SERVICES SECTION

CRIMINAL JUSTICE FACILITY

Protective Glass Barrier

Project No.: **O433-13447**

III. Apparent low bid; non-responsible determination is based on past construction performance on Milwaukee County projects as listed below:

Project: Domestic Violence Unit
- Partial third floor renovation at the Safety Building.
Project Number: C070-11421
General Contractor: WM Sackerson Construction
Project Coordinator: John Abbott
Project Manager: Phillip J Schmidt
Contract Agreement: 12/24/2012
Required completion (per Bid Documents) was 8/28/2013. Time Extension Request by the General Contractor was 11/01/2013.
Substantial Completion: 8/11/2014

Comments:

- 1). Project was under staffed by the General Contractor to meet the project scope, construction schedule, time extension, and existing conditions.

Project: Martin Luther King Jr. – Community Center
- Waterproofing Membrane Repair
Project Number: P172-10457
General Contractor: WM Sackerson Construction
Project Coordinator: John Abbott
Project Manager: Phillip J Schmidt
Notice-to-Proceed: 6/19/2014
Required completion (per Bid Documents) was 8/25/2014. Time Extension Request by the General Contractor was 10/15/2014.
Substantial Completion: Project is still under construction, substantial completion has not yet been achieved.

Comments:

- 1). On 7/18/2014 a sub-contractor on the project damaged the existing building structure (punched three (3) holes through the existing pre-cast concrete tee's, structural framing member), while removing the existing concrete topping. This delayed the project until repaired.
- 2). On 7/22/2014 the General Contractor power washed the existing concrete topping over the MLK Weight Room, which was scheduled to receive a new concrete topping and waterproofing membrane. This caused damage to the weight room below, adjacent mechanical room, adjacent storage room, and corridor from leaking water.
- 3). At the beginning of the project the General Contractor repeatedly did not notify the MLK staff of construction activities that will impact them and patrons of MLK.
- 4). In summary, the MLK – Waterproofing Membrane Repair project has lacked General Contractor project supervision and supervision over sub-contractors leading to property damage. The General Contractor has used construction methods, which were not approved in preparation of the existing concrete surface, causing water damage and closure of the MLK Weight Room to the public for approximately 17 weeks. This in-turn has delayed the waterproofing membrane repair project from being completed.

Determination:

The Protective Glass Barrier project is in a high security location within the Criminal Justice Facility and the continuous operation of the public information counter is critical. The shortest and seamless construction period is a requirement of the Criminal Justice Facility Administration and Milwaukee County Sheriff's Office. Based on their requirements and past performance of the apparent low bidder, WM Sackerson Construction's bid is determined to be a non-responsible.

PREPARED BY: Phillip J Schmidt, AIA
Project Manager / Architect

Schmidt, Philip

From: O'Donnell, Dennis
Sent: Tuesday, January 06, 2015 1:11 PM
To: Schmidt, Philip
Cc: Burmeister, Debra
Subject: Re: CJF - Protective Glass Barrier project

Phillip,

Major Debra Burmeister and I have discussed the bid proposals at length.

We would like to use Burkhardt Construction.

WM Sackerson has been given satisfactory ratings by the people we have questioned. They stated that the work was satisfactory but that they were way off on their timetable. (This is what I witnessed with the work done on the 3rd floor of the Safety Building for the District Attorney's office.) With our project being in such a sensitive and highly secure location we cannot take the chance that the work drags on. We do not feel comfortable using WM Sackerson.

KPH Construction was used in a major renovation project in the Milwaukee County Jail (Officer Work station upgrade). I found their work to be satisfactory, but barely. The project lagged on because they "couldn't get the materials" as required. This caused the technical/computer/software work to be delayed. We do not feel comfortable using KPH Construction with the first hand knowledge that we have.

Burkhart Construction was given high marks by the people we interviewed. They did work for Milwaukee County at the McKinley Marina and the project managers stated that they did a good job.

We would rather work with Burkhardt construction on this project.

Thank you for this opportunity and please continue to keep myself involved as the project moves forward as I will be the liaison for the Milwaukee County Sheriff in this matter.

Dennis
Deputy Dennis F. O'Donnell
Milwaukee County Sheriff's Office
Special Projects
414-226-7064

From: Schmidt, Philip
Sent: Tuesday, January 6, 2015 11:20 AM
To: O'Donnell, Dennis
Subject: CJF - Protective Glass Barrier project

Dennis:

Sorry, I thought I had sent you a copy of the bid summary sheet. I have attached a copy for your review and recommendations. Please review with Debra Burneister, because she had some concerns with one of the bidders.

Sincerely,

Philip J Schmidt, AIA

Project Manager / Architect

Milwaukee County | DAS-FM, AE&ES

2711 West Wells Street – room 228

Milwaukee, Wisconsin 53208

p. (414) 278-4968

e. Philip.Schmidt@milwaukeecountywi.gov

**WILLIAM SACKERSON
CONSTRUCTION CO., INC.**

GENERAL CONTRACTOR

4749 S. WHITNALL AVE.

PO BOX 100318

CUDAHY, WI 53110



August 22, 2013

Milwaukee County-City Campus
2711 West Wells Street
Milwaukee, WI 53208

Attn: Paul Montalto

In Re: Renovation to the 3rd Floor – Safety Building Domestic Violence Unit
Time Extension Request Letter

Dear Sir,

The following is to address your letter dated August 20, 2013.

While it has been clear for some time that a time extension request is necessary; the degree of added work, work to be done that is unavailable, changes pending and suspension of work on site by order of the County, would have made any attempt at a time extension request a piecemeal attempt to anticipate the completion of the project.

An updated schedule (dated July 9, 2013) was presented at the last progress meeting on July 10, 2013. This schedule was prepared with the anticipation that the suspension of work on site due to the Courthouse fire was to resume immediately and that the work as described in CB5 and CB7 would be approved and would also proceed immediately. These assumptions proved not to be true. Since that meeting, we were not allowed access to the site until August 2, after which lag time to remobilize the workforce is required. Work for CB5 was not authorized until Aug 21 and an executed Change Order #2 provided on Aug 21. Work for CB7 was given verbal authorization to proceed at our on-site meeting on Aug 19, however it was determined that modifications to CB7 are necessary. Areas of work are on hold and additional work will be required which will be provided for in a separate CB. An executed Change Order #1 for CB7 was provided on Aug 21. I do not believe I have been in a position to provide an accurate schedule or time extension letter until this time.

A partial list of specific issues that have resulted in progress delays include;

- Leaking steam pipes in wall cavities; resulting in additional work.
- Unavailable work resulting in disrupted work flow.
- Existing piping in wall lines, pipes required relocation so that walls could be built.
- Room 205 Ceilings that were to allow access above ceiling for plumbing rough-in work were plaster in lieu of concealed spline as noted on the plan; this resulted in extra work to remove plaster, locate proposed pipe penetrations, and patch plaster.

- Structural members in location of planned plumbing penetrations resulting in redesign of both toilet rooms 303T and 303R.
- Per City of Milwaukee Building Inspector the existing plaster/book tile walls must be sealed to the deck for the purpose of fire stopping resulting in additional work.
- The fire in the Courthouse resulted suspension of work from July 8 thru August 2.
- The scope of the tile work in rooms 303R and 303T was not authorized until August 20, tile work could not proceed until that time.
- The steam piping work per CB7 was not authorized until August 19.
- The fire dampers added per CB5 was not authorized until Aug 21, preventing the completion of the ductwork.

The official notice to proceed was January 28, 2013 with completion within 100 business calendar days, excluding weekends and Memorial Day May 27, results in a completion date of June 18. An updated schedule is attached with a completion date of November 1, 2013. Thus a time extension of 96 business calendar days is requested.

As the delays have been accounted for during the period in which the scaffolding has been in place, we are requesting the reimbursement for scaffold rental and public way permit costs for this period. The costs for the scaffold rental and permit are daily expenses, thus the 96 business calendar days computes to 135 consecutive calendar days, at a combined rate of \$122.35 per day, and a total cost of \$16,517.25.

Sincerely,

Dave Sackerson
WM. SACKERSON CONSTR. CO., INC.



DEPARTMENT OF ADMINISTRATIVE SERVICES
Milwaukee County

November 4, 2013

Mr. David Sackerson
William Sackerson Construction Co., Inc.
4749 South Whitnall Avenue
Cudahy, WI 53110

RE: Time Extension Request Letter 8-22-13
Milwaukee County Safety Building Domestic Violence Unit Renovation
Project No. C070-11421

Dear Mr. Sackerson:

An official Notice To Proceed Letter was issued to your firm on January 28th, 2013 and was the commencement date of your contract. According to the time limits stated in the bid form the project completion date for this contract shall be within 100 business days. This established a project completion date of approximately June 18th, 2013.

In your time extension request letter dated August 22nd, 2013 you noted that an updated project schedule (dated July 9th, 2013) was presented at the progress meeting held on Wednesday July, 10th 2013. However, this schedule was prepared prior to the Wednesday July 10th progress meeting. William Sackerson Construction employees were not directed to stop work on the project at the Safety Building Facility until later that day on Wednesday July 10th, 2013. Therefore, the July 9th, 2013 project schedule is an accurate depiction of just how far behind schedule William Sackerson Construction Co., Inc. was with the Domestic Violence Unit Renovation prior to the Milwaukee County Courthouse fire the weekend of July 6th, 2013. A time extension request letter was requested of William Sackerson Construction Co., Inc. on numerous occasions and most recently at both the Wednesday July 10th, 2013, and the Friday July 19th, 2013 progress meetings. A letter for time extension request was not received until August 22nd, 2013.

The updated project schedule dated July 9th, 2013 lists project durations and activities William Sackerson Construction Co., Inc. had anticipated for the completion of the project. This schedule was created without any possible anticipation of a work stoppage. The July 9th, 2013 project schedule lists the anticipated project occupancy date of September 12, 2013. This is a total of 59 business days beyond the original project contract completion date.

A review of progress and pre-construction meeting minutes and notes reveals the following:

- Progress meeting minutes of February 6th, 2013 note that William Sackerson Construction Co., Inc. had not provided a project schedule. The initial project schedule submittal dated February 12, 2013 listed a project completion date of June, 17 2013.
- Progress meeting minutes of March 27th, 2013 note that an updated project schedule was requested to be provided by William Sackerson Construction. It was also at this meeting that Dave Sackerson stated the demolition work was currently behind schedule.

- At the July 10, 2013 progress meeting Sackerson Construction Co., Inc. was informed that Milwaukee County required removal of project scaffolding staged on 9th Street no later than August 15, 2013 for an upcoming construction project. Sackerson Construction Co., Inc. stated scaffolding would be removed no later than the August 15, 2013 deadline with the anticipation that all drywall work would be completed at the date in time.

The following updated project schedules were submitted and the following has been noted:

- An updated project schedule dated April 9th, 2013 was provided and listed a project completion date of June 14, 2013. A subsequent project schedule was submitted on May 7th, 2013 which had now indicated a project completion date of July 17th, 2013. The difference is an increase of 27 calendar days.

A review of the two schedules indicates that the steel studs, drywall, & drywall tape and finish work activities increased in duration from 25 calendar days to 59 calendar days in total. This is a difference of 34 calendar days. HVAC piping work in the schedule also changed from an original start of April 10th, 2013 in the April 9th, 2013 schedule submittal to a May 15th start in the May 7th, 2013 updated project schedule. An analysis of the two schedules HVAC work activities indicates that the April 9th, 2013 schedule listed a 64 calendar day HVAC work duration. However, the May 7th, 2013 schedule shows a reduced HVAC work duration of 31 days. The discrepancy in the two schedules would further lead me to suspect that the May 7th, 2013 schedule submittal was much farther behind in HVAC completion than stated within the schedule submittal.

- A June 4th schedule submittal lists the same 31 day HVAC work duration. Again, I question the accuracy of this duration and the completion dates for the HVAC work. Assuming a 64 HVAC calendar day duration and a May 15th, 2013 start as listed on your May 7th and June 4th updated project schedules this would establish an HVAC test and balance completion date of August 14th, 2013. The June 4th updated project schedule submittal lists August 7th, 2013 for completion of HVAC test and balancing.

Furthermore, the June 4th schedule submittal was altered to now list 85 calendar days for the steel studs, drywall, & drywall tape and finish work activities. This duration increased from the May 7th 2013 updated project schedule submittal which had previously listed a 59 calendar day duration. The difference is an increase of 26 calendar days. The June 4th, 2013 updated project schedule submittal lists an August 12, 2013 project completion date.

- A review of your July 9th, 2013 schedule submittal lists a total duration of 109 workdays for steel stud, drywall, & drywall tape and finish work activities. This is a total duration increase of 84 calendar days from the original 25 calendar days listed on your initial February 12, 2013 project schedule. The July 9th, 2013 schedule submittal lists an HVAC work duration of 37 days. This is a six calendar day increase from the 31 calendar day work duration shown on the June 4th, 2013 project schedule submittal.

With regard to project additional scope and time extensions as they relate to CB5 & CB7 changes I would offer the following. Your August 22, 2013 time extension request letter states that it was anticipated work as described in CB5 and CB7 would be approved immediately and proceed thereafter. Please remember that on Wednesday July 10, 2013 a Construction Change Directive was issued to William Sackerson Construction Co. for the work as described in CB#7. See project specification section, "Exhibit A: Change Orders, Extra Work and Claims", Paragraph 9, "Owner may direct the Contractor to proceed with the changes without waiting for the Contractor's proposal or the formal change order to be issued."

Formal written change orders for CB#5, & CB#7 were executed and sent via email transmittal to William Sackerson Construction Company on August 21, 2013. Necessary field modifications to CB#7 condensate piping were not pointed out by William Sackerson Construction Co. Inc. until crews arrived back on-site in mid August 2013. Consultant's met on site August 19, 2013 to verify a condensate pump, pump closet, additional condensate piping and pipe insulation would be required. A formal construction bulletin was issued on September 12, 2013 and pricing was received on September 18, 2013. An onsite meeting was held on September 20, 2013 and it was noted the contractor had installed additional condensate piping not shown on the original CB#9 dated September 12, 2013. Pricing submitted on September 18, 2013 was rendered invalid and rejected at that time. A revised CB#10 was issued on September 26th, 2013. To date, no contractor pricing has been received for CB#10 and work has been completed.

The following items in your time extension request letter dated August 22nd are agreed to have created additional project scope. Each item has been analyzed as to how the additional project scope has affected the project critical path towards completion. Items directly altering the critical path of the project schedule would be granted additional contract time extensions.

- Leaking steam piping in wall cavities resulted in additional drywall scope. Additional scope would be quantified and analyzed as to the affect on the project critical path. Steam repairs did not impede the contractor progress other than adding additional project drywall scope.

- Additional plaster ceiling demolition and replacement in rooms 205 and 201 added additional project scope. Additional scope would be quantified and analyzed as to the affect on the project critical path.

- Additional project scope associated with the VAV steam re-heat, condensate pump, condensate piping and smoke dampers added additional project scope and time. Additional contract time will be quantified.

- Additional plaster/book tile walls sealed with drywall to deck for fire stopping purposes per City Of Milwaukee building inspector added additional project scope. Additional scope would be quantified and analyzed as to the affect on the project critical path.

- The fire in the Courthouse resulted in project suspension from Wednesday July 10th, 2013 through August 2nd, 2013. Additional contract time will be quantified.

It is not believed that the relocation of plumbing pipes from the proposed wall layout authorized in allowance authorization #6 in any way created a project delay, affected the work sequence, or altered the critical path of the project. Therefore, a time extension request for this work is denied.

It is not believed that the relocation of structural members of planned plumbing penetrations resulting in the re-design of both toilet rooms 303T and 303R in any way created a project delay, affected the work sequence, or altered the critical path of the project. Therefore, a time extension request for this work is denied.

It is not believed that the increased scope of tile work in rooms 303R and 303T in any way created a project delay, affected the work sequence, or altered the critical path of the project. Therefore, a time extension request for this work is denied.

Additional project scope associated with the following steel stud & drywall repairs and actual man hours are listed below:

| | |
|--|-----------------|
| Room 201 plaster demolition and repair. | 29.5 man hours. |
| Room 205 plaster demolition and repair. | 76.0 man hours. |
| Drywall fire stopping exterior walls to deck | 88.0 man hours. |
| Drywall work associated with steam repairs | 48.0 man hours. |
| Demolish unstable column provide drywall enclosure | 9.0 man hours. |
| Install fire stop south side public corridor | 2.0 man hours. |
| Install gypsum board for fire rating 300M | 8.0 man hours. |
| Install CMU infill at public corridor | 14.0 man hours. |

Total:

274.5 man hours

This amounts to 17 working days or 23 calendar days for a two men crew. The additional 23 calendar days of steel stud & drywall work added to the original 25 calendar days of steel stud & drywall work listed on your initial February 12, 2013 schedule would now total to a duration of 48 calendar days. Subtracting the October 3rd drywall duration requested of 109 calendar days from the 48 calendar days shows a 61 calendar day difference, or a two month project schedule delay tied to the drywall work activities prior to the July 10th, 2013 work stoppage. This delay in drywall work activities continued to be projected out with each subsequent updated schedule submittal. The additional steam piping, condensate piping, and smoke damper installations could proceed concurrently with the steel stud & drywall installations.

Therefore, the additional steel stud & drywall scope of work and/or time extension would run concurrently with any smoke damper or steam and condensate piping VAV re-heat installations and/or time extension. An additional time extension for condensate pump, pump closet and associated work would also be added as an addition to scope time extension.

Additional project scope associated with CB#5 smoke dampers work and estimated man hours are listed below:

| | |
|---|----------------------|
| Sackerson Drywall Installation | 15 man hours. |
| J&H Smoke Damper Installation | 36 man hours. |
| 3 day shipping smoke dampers | |
| 2 days controls & Honeywell programming | |
| Dairyland Electric | 45 man hours. |
| Total: | 96 man hours. |

This amounts to a total of 96 man hours or twelve (12) working days. An additional 5 working days required for smoke damper shipping, controls, and fire alarm programming would accumulate to a total of 17 working days or 23 calendar days of additional work. An additional 2 weeks for shop drawing review and approvals would provide a duration increase related to the additional smoke damper scope of work and would amount to a total of 37 calendar days.

Additional project scope associated with CB#7 VAV steam re-heat work and estimated man hours are listed below:

| | |
|--|----------------|
| Mawi Steam & Condensate Piping (Steam Re-heat) | 120 man hours. |
| D&G Piping Insulation (Steam Re-heat) | 18 man hours. |

This amounts to a total of 138 man hours which is equivalent to seventeen (17) working days or 23 calendar days. This additional scope of work and time extension would run concurrently with any additional drywall added scope of work and/or time extension and any additional smoke damper work and/or time extension.

Additional project scope associated with CB#10 condensate pump, condensate piping, and condensate piping insulation.

| | |
|--|-----------------------|
| Sackerson Construction | 21 man hours |
| Mawi Condensate Pump & Additional Piping | 52 man hours. |
| J&H Heating | 5 man hours. |
| D&G Piping Insulation | 8 man hours. |
| Dairyland Electric | 8 man hours. |
| Thomas Mason Painting | 6 man hours. |
| Total: | 100 man hours. |

This amounts to a total of 100 man hours which is equivalent to twelve (12) working days or 16 calendar days. This additional scope of work and time extension would run concurrently with any additional drywall added scope of work and/or time extension and any additional smoke damper work and/or time extension. The twelve (12) working days would be in addition to the seventeen (17) working days to complete the steam piping, condensate piping and piping insulation associated with the VAV steam re-heat work activities. This is a total time extension of 29 working days or 39 calendar days for all the work associated with the VAV steam re-heats and condensate pump closet. The 39 calendar days associated with this work would be granted as a time extension to the contract as it exceeds both the drywall and the smoke damper installations work activities which ran simultaneously. Excluding the July 4th holiday the contract extension would total a 40 calendar day time extension from the original contract start date.

Based on the original contract completion date of June 18th, 2013 21 calendar days have expired pre Courthouse fire to a date of July 9th, 2013. A total of 19 calendar days would have expired post Courthouse fire beginning Monday August 5th, 2013 through Friday August 22nd, 2013. Assuming a project completion Certificate of Substantial Completion date of Monday November 18th, 2013 a total additional 57 business days or 79 calendar days have been incurred to complete this project. With a total liquidated damage clause of \$250 per day this amounts to a total of \$19,750.00 of contract liquidated damages.

With regard to your request for reimbursement for scaffold rental and public way permit costs your request has been denied. Please refer to project specification section 00 80 00 Supplementary Conditions page 00 80 00-6 Section 8.3 Delays and Extensions of Time, "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 the above paragraphs."

A total additional Milwaukee County construction management fee for the project has also been incurred beyond the time extension date in the months of September 2013 & October 2013 in the amount of \$8,313.08. These costs are the result of contractor delay and inadequate staffing of the construction project.

Lastly, members of Milwaukee County met with William Sackerson Construction on September 9th, 2013 to discuss contamination that was already occurring in the Safety Building due to the Domestic Violence Renovation construction project being performed by William Sackerson Construction. Dust particulate was escaping the construction area and traveling into the skywalk. Had these issues not have been addressed immediately Milwaukee County would have had to close off and cleanup the skywalk and all connecting rooms at a cost well over \$10,000.

During the meeting William Sackerson Construction Co. was informed of their responsibility to provide containment of their construction area and the use of air scrubbers to create negative air pressure in the area they were working and venting the filtered air to the exterior. Had a complaint been filed by anyone OSHA would have visited the site and issued a fine of \$7,000 to both William Sackerson Construction Co. and Milwaukee County.

In addition, this issue caused a substantial delay in the carpet installation schedule on the skywalk. Due to the fact that William Sackerson Construction Co. was still in the process of hauling materials through the skywalk the carpet installation required a crew remobilization. The cost of shutting down and remobilizing crews, materials, and equipment almost 2 months later is \$3,400.

Sincerely,



Paul J. Montalto, P.E.
Managing Engineer Field Operations
Milwaukee County DAS-FM_AE&ES
2711 West Wells Street
Milwaukee, WI 53208
Office Phone: 414-278-4826



JOB SITE OBSERVATION REPORT

PROJECT: Milwaukee County District Attorneys Office
Domestic Violence Unit
Renovation of the Third Floor – Safety Building
821 West State Street
Milwaukee, WI 53233-1427

PROJECT NO: C070-11421

OBSERVATION DATE: November 21, 2013 – Punch List Review Observation

ARCHT'S PROJ. NO: 11 348

OBSERVER: Paul Doperalski

This report itemizes observed portions of the work that do not meet the intent of the Contract Documents. This report shall not be construed as having any other purpose than to notify the Contractor of visible deviations from the requirements of the Contract Documents that were observed on the date first noted above. Omissions or unnoted items herein do not relieve the Contractor of his or her responsibility to provide all work in accordance with the requirements of the Contract Documents.

This observation is a follow-up review of deficient items listed at the JSO of 11/1/2013. Items in bold are still incomplete or in need of attention. Items highlighted in yellow are scheduled to be reviewed by Noel Cervantes on 11/26/2013. Additional comments on the highlighted items will be forwarded as necessary when they become available.

General Comments:

- 1.1 Window Treatments missing throughout.
- 1.2 Glass Glazing missing throughout. – *Completed.*
- 1.3 Transaction Window between Rooms 303U/303W is missing. – *Transaction window has been provided. Touch up scratches in finish.*
- 1.4 Heating does not appear to be functional – space is cold.
- 1.5 Carpet/Base/Wall finishes missing at Public Corridor alcove at Door 303U. – *Carpet and base have been installed, wall covering is missing.*
- 1.6 Carpet/Base/Wall finishes missing at Public Corridor alcove at Door 303. – *Carpet and base have been installed, wall covering is missing.*
- 1.7 Final Cleaning of project areas has not been performed. – *Final cleaning in 1A area near door 304 needs to be performed.*
- 1.8 Cylinder Cores have not been installed in locksets throughout. – *Cylinder cores at doors 300, 300M, 303 and 303U need to be installed. Locksets at doors 303 and 303U have not been installed – these doors are still on construction locksets.*
- 1.9 Card readers have not been installed throughout. – *Completed.*
- 1.10 Top and bottom of flush wood doors need to be sealed – all doors. – *Completed.*
- 1.11 Repair the reported actuator malfunction at the damper to the corridor.
- 1.12 Repaint damaged finishes on HM frames in public corridor. – *Minor touch ups of paint finish at these frames was in progress during this observation.*
- 1.13 Provide system identification to pipe and ductwork systems.
- 1.14 Remove job boxes and excess materials from project site. – *Some materials and tools related to the punchlist work were still on site.*

- 1.15 Check and verify that the automatic temperature controls sequence is operating as specified and to the satisfaction of the Owner.
- 1.16 Check and verify that the integration between the fire alarm detection devices and HVAC systems are working properly.
- 1.17 Align diffuser vanes to throw air flow parallel to the bottom of the ceiling to prevent cold air dumping to occupants.

Specific Deficiencies;

- 2.1 Room 303A:
Paint on base – NE corner – clean. – *Completed.*
Paint overspray on sill stone – clean. – *Completed.*
- 2.2 Room 303B:
Paint overspray on sill stone – clean. – *Completed.*
There is an exposed metal plate on the gypsum board at the southeast corner of the room, just above the base. This needs to be patched to match the surrounding gypsum board work. (This item was omitted from the 11/1/2013 list in error.)
- 2.3 Room 303C:
Hardware installation unfinished at Door 303C. – *Escutcheon plate on lockset at door 303C has not been installed.*
Patch/repair holes at gypsum board at window. Touch up paint. – *Completed.*
Repair/replace sealant work at window frame. – *Completed.*
- 2.4 Room 303D:
Remove paint on window frame. – *Completed.*
Clean finish on coat hook. – *Completed.*
Repair/replace sealant work at window frame. – *Completed.*
- 2.5 Room 303E:
Repair damage to gypsum board, east and west walls near base. Touch up paint. – *Completed.*
Adjust coat hook mounting plumb. – *Completed.*
- 2.6 Room 303F:
Repair plaster and repaint at east window jamb. – *Completed.*
- 2.7 Room 303H:
Repair plaster and repaint at west window jamb. – *Completed.*
North wall - repair gypsum board. Touch up paint. – *Completed.*
Clean dirt on base west wall. – *Completed.*
- 2.8 Room 303J:
Repair damaged paint at window sill, both sides. – *Completed.*
Repair gypsum board at north wall next to outlet. Touch up paint. – *Completed.*
- 2.9 Room 303K:
Clean overspray off window frames. – *Completed.*
West wall - repair gypsum board. Touch up paint. – *Completed.*
Replace damaged HV diffuser. – *Completed.*
- 2.10 Room 303L:
West wall - repair gypsum board – 2 locations. Touch up paint. – *Completed.*
Clean overspray at window frame. – *Completed.*
Repair damaged paint at window sill. – *Completed.*

- 2.11 Room 303M:
Clean overspray at window frame. – *Completed.*
- 2.12 Room 303N:
East wall, left of outlet – remove mark on wall. Touch up paint. – *Completed.*
- 2.13 Room 303P:
Fill gaps between top of chair rail and out of plane wall surface at south and west walls. – *Completed.*
Adjust wood ceiling tile work so reveals between tiles are equal and tile surfaces lie plane. Repair finish on tile with damaged edges.
Paint unfinished vertical sealant joints at west wall. – *Completed.*
Clean stain off of west wall at upper cabinet scribe. – *Completed.*
Provide finish work for unfinished/open ceiling box at west wall.
Provide finish work for unfinished/open boxes in base casework – west end.
Adjust butts in upper casework to be in alignment. – *Completed.*
Repair damage to gypsum board finish south and west walls. Touch up paint. – *Completed.*
- 2.14 Room 303R:
East wall, top, center – remove mark on wall. Touch up paint. – *Completed.*
Poor workmanship on sealant around water closet. Sealant smeared on floor tile. – *Completed.*
Touch up wall paint at door frame. – *Completed.*
Adjust open time on metering faucets. – *Completed.*
Replace damaged toilet seat. – *Completed.*
- 2.15 Room 303S:
Touch up paint next to windows. – *Completed.*
Repair defects in wall finishes, several locations. Touch up paint. – *Completed.*
- 2.16 Room 303T:
Install missing ceiling tile. – *Completed.*
Adjust ceiling tile work to provide tight fit at all grid locations. – *Completed.*
Adjust Floor drain cover to align with tile joints. – *Completed.*
Replace damaged toilet seat. – *Completed.*
Repair gaps in fire caulking at ductwork penetrations. – *Completed.*
Install door threshold at door 303T. – *Completed.*
Poor workmanship on sealant around water closet. Sealant smeared on floor tile. – *Completed.*
Adjust open time on metering faucets. – *Completed.*
Clean off grout on wall tile next to sink. – *Completed.*
- 2.17 Room 303U:
Adjust sealant joints at countertop to wall intersections. – *Completed.*
Provide finish work at open box – west wall. – *Completed.*
Borrowed light glazing missing. – *Completed.*
Repaint HM frame 303V. – *Touch up of paint at this frame was in progress during this observation.*
Repair gypsum board defects at west wall. Touch up paint. – *Completed.*
Thermostat cover missing. – *Completed.*
Provide finish at open wall boxes. – *Completed.*
- 2.18 Corridor 303:
Provide missing corner guards at gypsum board corners. – *Completed.*
Clean dirt out of light fixtures. – *Completed.*

Install open ceiling tiles near door 303B. – *Completed.*
Adjust butts in casework to be in alignment. – *Completed.*
Install locking hardware at access panel to condensate pump closet.
Repair exposed screw head in gypsum board east of east casework. – *Completed.*
Poor workmanship on side splash to countertop joint. Adjust to close gap. – *Completed.*

- 2.19 Corridor 304-2:
Painting incomplete at door and frame 304. – *Painting needs to be touched up at this door and frame.*
Clean paint off of finish hardware. – *Paint removal from the hardware at this door was in progress during this observation.*
Provide backer rod and sealant work at frame and panel joints. – *Completed.*
Vertical suspended ceiling panels need to be clipped to prevent them from falling out of grid. – *Completed.*
The bottom flush bolt at door 304 was found to be not functional at this observation in that there was no hole in the frame to accept the throw of the bolt. This was in the process of being completed during this observation.

- 2.20 Room 300W:
Adjust butts in casework to be in alignment. – *Completed.*
Paint unfinished at column – south. – *Completed.*
Provide finish at open box at wall below transaction counter. – *Completed.*

- 2.21 Condensate pump closet:
Clean up debris and excess materials in closet.
Condensate drain pan provided is the wrong dimension.
Electric water sensor is missing.
Overflow and drain pipe to be installed directly above the drain pan to prevent leaks and spillage onto the floor.

Closeout Requirements;

Although not a part of the punch list, the contractor is reminded to review the project manual to determine the requirements for the close out submittals for the project, including O&M manuals, test reports, warranties, permits and record documents, and to provide complete and prompt submittal of these documents.

C070-11421 DOMESTIC VIOLENCE UNIT - NOEL CERVANTES OBSERVATION OF 20131126

Paul Doperalski

to:

dave.sackerson

11/26/2013 05:51 PM

Cc:

Paul.Montalto, John.Abbott

Show Details

Dave;

See below listed the remaining punch list items from Noel Cervantes observation of the work on 11/26/2013.

Item 1.7: Final Cleaning of Project has not been performed.

- Ceiling light lenses/diffusers are still dirty. Dead bugs, debris and smudges still evident.

Item 1.17: Align diffuser vanes to throw air flow parallel to the bottom of the ceiling and prevent "cold air" dumping to occupants.

- We are concerned with the throw capacities of the diffusers provided. The airflow are still too vertical for comfort. As it is the diffuser turning vanes will create a noticeable draft at the occupied zone.

Item 2.21: Condensate Pump Closet:

- The contractor did not provide the specified water leak sensor. The specification calls for a sensor to be 120 Volts rather than the installed battery operated model.
- Access door still not provided with hardware.
- Provide a valved drain from the square drip pan to the removable bucket.

-pd

Paul Doperalski
Architect

Boer Architects Inc.
414-223-3353
414-223-3348 FAX

pdoperalski@boerarch.com

file://C:\Documents and Settings\paulmontalto\Local Settings\Temp\notesA881E2\~web1... 11/27/2013

B O E R



ARCHITECTS
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April 3, 2014

Mr. David Sackerson
William Sackerson Construction Co., Inc.
4749 S. Whitnall Avenue
PO Box 100318
Cudahy, WI 53110

Mr. Paul Montalto, PE
Managing Engineer Field Operations
Milwaukee County DAS-FM AE & ES
2711 West Wells Street
Milwaukee, WI 53208

VIA EMAIL & USPS

Re: Wm. Sackerson Construction Company letter dated March 20, 2014
Requesting resolution of claims
C070-11421 Domestic Violence Unit

David;
Paul;

Please consider as follows my response to the issues raised in the letter of Claims forwarded by Sackerson Construction (Contractor) dated March 20, 2014 for miscellaneous issues related to the construction of the Domestic Violence Unit project at the Milwaukee County Safety Building – Milwaukee County Project Number C070-11421.

For convenience I have condensed the Contractors description of the Claims made to topical titles as listed below;

1. Delays to construction due to inaccessibility of and structural conflicts with scheduled plumbing tie-ins at room 205.
2. Delays to construction due to request for information regarding the construction of the fire damper and vestibule (lacking further description in Contractors letter of claim – this is thought to be the area around door 303U).
3. Delays to construction due to request for information regarding electrical requirements for secured doors.
4. Delays to construction due to the Courthouse fire.
5. Delays to construction due to changes to the steam piping work.
6. Dispute to the date established for substantial completion for the project by the County, and request for relief from Liquidated Damages.
7. Request for recovery of scaffolding, chute and permit fees.
8. Request for recovery of interest for late payments due on Applications for payments throughout the project.

Claims 1, 2, 3, 4 and 5;

It is my understanding that Contractor forwarded a request for time extension due to these issues on August 22, 2013. It is my further understanding that the County made response to this request in its letter to the Contractor dated November 4, 2013, and that it is that response that is being disputed and has formed the substance of the Claims summarized as 1, 2, 3, 4 and 5 above.

With regard to Claims procedure, AIA A201-1997, General Conditions of the Contract for Construction states at Article 4.3.2:

“4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.”

In the case of Claims 1, 2, 3, 4 and 5, the County's November 4, 2013 written response to Contractors August 22, 2013 request letter is the latest possible occurrence which gave rise to the Claim. Clearly by the time of these Claims made on March 20, 2014, more than the 21 day time allowed by the Conditions of the Contract had lapsed.

Therefore Contractors Claims 1, 2, 3, 4 and 5 are rejected.

Claim 6;

Even though the allowable time for making a Claim for this item has also long since lapsed as described above, it is essential that the correct date of Substantial Completion of the Work be established for purposes of Contract closeout and fair and equitable determination of warranty periods.

Architects observation of the Unit on November 1, 2013 indicate that several items of the Work that were a part of the Contractors responsibility were incomplete or missing;

1. Glass glazing at the doors – missing
2. Transaction window unit at room 303U – missing
3. Heat throughout the Unit was not functional – space was too cold to be inhabited.

The state of the work was not Substantially Complete as of November 1, 2013. The missing glazing work and transaction window made the secure nature of the functions in the Unit impossible. The lack of heat also made the work uninhabitable. Upon notification of the Contractor, a subsequent observation of the work was made by the Architect to determine the state of completion. This observation, made on November 21, 2013, confirmed that the 3 outstanding items from the previous observation had been satisfactorily completed. It should be noted however, that as of November 21, 2013, the construction cylinders at the doors were still in place. It was the responsibility of the County to furnish the final bitted and keyed change cylinders to the contractor for installation, and this had not been done at that time. Also, electronic door security devices required for the proper security of the Unit were either not in place, or not yet functional. This also was the responsibility of the

County. Therefore, as of November 21, 2013, while the Unit was not in a state where it could be used, in terms of work under the responsibility of the contractor it was Substantially Complete, even though the County still had work to self perform before the Unit could be used for its intended purpose.

Therefore, pursuant to Claim 6, the date of Substantial Completion of the Work should be established as November 21, 2013.

Also at Claim 6, contractor seeks relief from Liquidated Damages being sought by the County by mechanism of time extensions to align the actual length of the construction period with the actual Substantial Completion date. As a part of these Claims, the contractor has not given sufficient justification or detail to support such a wholesale time extension.

However, it is believed that the County is restricted from assessing Liquidated Damages against the Contractor as a part of the terms of the Conditions of the Contract.

Reference AIA A201-1997, General Conditions of the Contract for Construction, Article 8.2.3.3(b) (incorporated in the General Conditions by reference and written as a part of the Supplementary Conditions – Project Manual page 00 80 00-6) which reads (in part);

“.3 Contractor shall not be charged with liquidated damages when delay in completion is due to:

(b) 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;

(c) etc.,”

Clearly, the courthouse fire delayed the work of this contractor. Also, untimely Owner requests for changes to the work which could be construed of “acts of Owner” also caused significant delays to the project which could not be foreseen at the time of execution of the Contract for Construction. Assessment of Liquidated Damages for this project appears to be harsh and punitive, as significant delays to the project schedule were clearly not caused solely by the contractor, and were, in many cases, out of his control.

Therefore, pursuant to a part of Claim 6, contractor shall be relieved of burden of payment of Liquidated Damages being assessed by the County.

Claim 7;

While means and methods of construction of the Work are normally the sole responsibility of the Contractor, by inclusion of the requirements contained in Article 1.5 of Section 01 10 00 SUMMARY of the Project Manual, the Owner has instructed the Contractor in certain terms how the work may be accessed, how the staging area is to be set up, and how materials handling was to be executed for the project. Contractor is not given flexibility to determine the most efficient way to access the project. (Reference specifically Article 1.5(A.)(9.) on page 01 10 00-3 of the project manual.)

Inasmuch as the County directed the means and methods of this access by specification in the first place, and that the county directly benefited from its use by

the contractor (as it allowed the contractor to deliver more cost-effective pricing for changes to the work which utilized this access), it is equitable for both parties to share the cost of this installation past the originally intended time period of the installation. The contractor should not be solely penalized for maintaining an access platform that the County definitely benefitted from, and required him to utilize in the first place.

Therefore;

- the contractor shall be solely responsible for the cost of this staging through the original date of substantial completion (Start of project through June 18, 2013.)
- the contractor and the owner shall equally share the cost of this staging during the time period between the original substantial completion date and the date where contractor was restricted from site operations due to the courthouse fire (June 19, 2013 through July 10, 2013 – 22 days) $\$122.35 \text{ per day} \times 22 \text{ days at } 50 \text{ percent} = \$1,346.00$
- the owner shall bear the cost of the staging during the time period during which they restricted the contractor from site operations due to the courthouse fire (July 11, 2013 through August 8, 2013 – 29 days) $\$122.35 \text{ per day} \times 29 \text{ days} = \$3,548.00$
- the contractor and the owner shall equally share the cost of this staging during the time period after operations were allowed back on the site and the date where contractor removed the staging (August 9, 2013 through October 7, 2013 – 59 days) $\$122.35 \text{ per day} \times 59 \text{ days at } 50 \text{ percent} = \$3,609.00$

Therefore, as a resolution to claim 7, the County shall prepare a change order to the contractor in the amount of \$8,503 as final compensation for maintenance of the specification required staging area until the actual completion of the work.

Claim 8;

While the Architect finds that the methodology used by the County to Certify Applications for Payments to be very unorthodox, and is further very critical of the late payments made to the Contractor for work already completed in the previous monthly time period, it is the responsibility of the Contractor to make timely claims regarding such occurrences on his own behalf. Similar to the claims 1 through 5 above, the time allowed to make claims on these has long since lapsed. Therefore Claim 8 is rejected.

Summary;

Summary of action on Claims is ordered as follows;

Claims 1, 2, 3, 4 and 5 are rejected, no further action required for closeout.

Claim 6, the date of Substantial Completion of the Work should be established as November 21, 2013.

Claim 6, the contractor shall be relieved of burden of payment of Liquidated Damages being assessed by the County.

Claim 7, the County shall prepare a change order to the contractor in the amount of \$8,503 as final compensation for maintenance of the specification required staging area until the actual completion of the work.

Therefore Claim 8 is rejected, no further action required for closeout.

The above represents the complete and integrated resolution of the claims enumerated in the contractor letter dated March 20, 2014 and is considered by the Architect to be final.

Paul Doperalski
Architect

MARTIN LUTHER KING – Community Center
1531 West Vliet Street
Milwaukee, Wisconsin 5320-2117

Waterproofing Membrane Repair – Contract B
Project Number: P172-10457



| | | |
|-------------------|----------------|---------------------------|
| Attending: | Dee McCollum | MLK |
| | Gene Andrzejak | Parks Maintenance |
| | Paul Montalto | AE&ES |
| | John Abbott | AE&ES |
| | Jim Sackerson | WM Sackerson Construction |
| | Philip Schmidt | AE&ES |

Agenda:

To discuss damages done to the weight room, adjacent mechanical room, adjacent, storage room, and corridor from leaking water that occurred when the general contractor was power washing the existing concrete topping.

To discuss damages from the sub-contractor punching through the existing precast concrete tee's during the removal of existing concrete topping above.

July 22, 2014

Meeting Notes:

1). Dee is to prepare a list of damages that occurred to the Martin Luther King Jr. – community center caused by the leaking water and damages caused from punching through the existing precast concrete tee's during the removal of existing concrete topping above.

2). Reviewed project specifications, Section 03 30 00 – Cast-In-Place Concrete and Section 07 14 13 – Hot Fluid-Applied Rubberized Asphalt Waterproofing Membrane if anything was stated as to power washing the existing concrete topping surface. Nothing was found directing the general contractor to power wash the existing concrete topping.

3). Discussed pouring the new light weight concrete topping with Jim Sackerson, it was reported by the general contractor that he was to pour the concrete topping in sections. This is contrary to what was specified. Section 03 30 00 – Cast-In-Place Concrete, 3.3 Placing Concrete, paragraph K, " Do not interrupt successive placement; do not permit cold joints to occur". Direct quoted from the specifications.

It is the intent of the Architect and Owner to have the lightweight concrete topping is a monolithic pour.

It was also discussed to hold a Pre-Installation meeting before pouring the lightweight concrete topping. Jim Sackerson is to provide a date and time for the Pre-Installation meeting.

Also not yet submitted for review was the bond agent required.

4). Also shop drawings which detail the hot fluid-applied rubberized asphalt waterproofing membrane have not been submitted for review and are required in Section 07 14 13 of the specifications.

It was also discussed to hold a Pre-Installation meeting before the installation of the hot fluid-applied rubberized asphalt waterproofing membrane. Jim Sackerson is to provide a date and time for the Pre-Installation meeting.

5). Reviewed the architectural details on the waterproofing membrane with Gene Andrzejak. Gene questioned detail 4 / B-602 if an alternate method of running the waterproofing membrane could be done. Will review detail with Carlisle representative.

6). Jim Sackerson questioned the detail in construction bulletin three (CB-3), if an alternate method of anchoring the basketball backstop could be found. Currently (existing) thru-bolts are used; the head of the thru-bolt protrudes into the vertical section of the waterproofing membrane at the exterior wall of the gymnasium. Will review detail with the County's structural engineer and notify everyone of his recommendation.

MARTIN LUTHER KING – Community Center
1531 West Vliet Street
Milwaukee, Wisconsin 5320-2117

Waterproofing Membrane Repair – Contract B
Project Number: P172-10457

7). Reviewed with everyone the general contractor's lack of supervision on the project. Noting the following events that have occurred:

- a. Demolition sub-contractor has punched through the existing structural precast concrete tees in three places.
- b. General contractor has not notified MLK staff of construction activities that will impact them and patrons of MLK.
- c. Power washing existing concrete topping causing numerous water leaks into the weight room, resulting in damage and the closing of the weight room.

Milwaukee County AE&ES is requiring mandatory progress meetings be held weekly and the general contractor shall submit a written outline of construction activities for the upcoming week in advance at the progress meeting to inform the MLK staff.

Philip J Schmidt, AIA
Milwaukee County AE&ES – DAS
2711 West Wells Street
Milwaukee, Wisconsin 53208
p. (414) 278-4936

Cc. William Banach
Jill Organ

**MLK COMMUNITY CENTER
WATERPROOFING MEMBRANE REPAIR CONTRACT B
PROGRESS MEETING AGENDA
P172-104571
8/13/14**

I. SUBMITTALS:

The submittals from the landscaper and for the sheet metal detail are outstanding. Sackerson advised that these will be available shortly.
See the attached log for status of submitted information.

II. PROGRESS: (SCHEDULE)

Concrete scheduled was poured on 8/7/14, within two weeks of that date the slab will be moisture tested in preparation for the installation of the waterproof membrane. If the tests prove to be positive, the membrane will be scheduled to be installed.

III. DBE INVOLVEMENT: (CBDP)

JCP has poured the concrete slab in a monolithic pour. The concrete supplier was Nuvo.

IV. RESIDENCY INVOLVMENT:

No further information at this time.

V. RFI's:

- 1) 6/19/14 Inquiry regarding Section 03 30 00 Cast-in-place Concrete; compressive strength of normal weight concrete and light weight concrete: Answered on 6/20/14 – According to ACI LW= 2,000 psi, NW= 4,000 psi
- 2) 6/19/14 Inquiry regarding clarification as to type of concrete is to be installed at door 243: Answered on 6/20/14 – The concrete topping at door 243 shall be Concrete Polymer Topping as per section 02 55 00.
- 3) 6/26/14 inquiry regarding allowable load limits for the concrete plank of the weight room roof; What are the load limits to the weight room roof and can the roof support and excavator weighing 13,500 lbs?: Answered on 7/02/14 – Milwaukee County's consulting engineer advises that equipment of that weight should not sit directly upon the roof.
- 4) 6/26/14 inquiry regarding the direction on Plan B-403 to raise the existing floor elevation at Door #245: Answered on 6/30/14 via CB1a & CBb.
- 5) 6/26/14 Inquiry regarding Floor drain elevation in relation to new concrete topping as indicated in Detail #7 & #8/B602 and Plan B-403: Answered on 6/30/14 – Provide a floor drain extension and cover to raise the drain to accommodate the new floor elevation.

- 6) 8/13/14 (at meeting – RFI will follow) Can the planned grouted block knee wall be of solid concrete construction in lieu of the grouted block? Under review.

VI. CB'S:

CB #1: (a) Detail for partial water proofing membrane replacement plan.
(b) Door threshold detail. Issued on 6/30/14

CB #2: (1) Removal / Replacement of door and frame at rear of building – Phil had assumed that the adjacent plaster at the door returns would be damaged by door work and would have to be repaired. This appears to have raised the cost of the door considerably. Jim Sackerson advised that he will provide a new quote sans the plaster repair. The Construction Manager has indicated that the best approach to the door work would be to track the costs via a "T&M" system. Under review.

CB #3 (1) Replacement of basketball back boards.

VII. CHANGE ORDERS

None at this time.

VIII. ALLOWANCE AUTHORIZATIONS

In process: Replacement of basketball back board bolts as per CB 3

Re-route electrical feed damaged during concrete demolition at door #243

Re-route electrical feed damaged during concrete demolition at door #243

Will be issued This Friday or following Monday.

IX. PLANNED WORK:

After the concrete is properly cured and tested with positive results, the water proof membrane will be scheduled to be installed.

X. NEW BUSINESS:

The Contractor has been advised that all Sackerson employees and subs must enter their information daily in the sign-in book to be kept at the front office.

The Contractor is advised that any debris and construction related materials must be removed from out side the limits of construction to ensure the safety of park patrons.

As part of the work for the project, the Contractor cleaned the surface of the weight room ceiling using a pressure washer. The water leaked into the weight room in a volume not seen before. Because of this, the rubber floor bucked and trapped moisture.

Dee McCollum will submit a list of MLK items damaged by the flood and submit this list to A&E/ES for review. The Contractor is responsible for all damage related to this incident.

Next Meeting: 8/20/14 Wed. @ 9:30 am, Conference room at the MLK
John Abbott
Construction Coordinator
Milwaukee County
DAS-A&E/ES

9/30/2014

MLK weight room meeting take away - Schmidt, Philip

MLK weight room meeting take away

Abbott, John

Mon 9/8/2014 5:43 PM

Inbox

To: Pritzlaff, Jodi <Jodi.Pritzlaff@milwaukeecountywi.gov>; McCollum, Valdemetrea <Dee.McCollum@milwaukeecountywi.gov>;

Cc: Organ, Jill <Jill.Organ@milwaukeecountywi.gov>; Montalto, Paul <Paul.Montalto@milwaukeecountywi.gov>; Schmidt, Philip <Philip.Schmidt@milwaukeecountywi.gov>; Andrzejak, Gene <Gene.Andrzejak@milwaukeecountywi.gov>; Jim Sackerson <sackerson@sbcglobal.net>;

All

The result of our water infiltration meeting, as I understand it, is as follows:

- 1) Initially MLK staff will undertake the movement of weight room equipment away from the area of the floor that exhibited the most standing water after the pressure washing effort.
- 2) Some floor panels in that area will be removed to facilitate an inspection by a reputable flooring contractor to evaluate the condition of the saturated floor panels and need for possible measures to dry and / or clean the floor to discourage the potential growth of undesirable organic matter due to the flooding which was the result of construction related activities.
- 3) Upon review of the information gathered we will create an action plan and schedule to address the findings of our review.

If any of the Project Team has any additional input please add as you see fit you see fit to this assessment.

John Abbott
Construction Coordinator
DAS-A/E+ES
(414) 587-5567

11-19-14-MLK Waterproofing 8:30Am

Submittal on grass seed Reinders 50 Grass Seed was approved today.

Too windy for drainage board placement. Then topsoil placement.

Jill to discuss dormant seeding with Marek Landscaping.

Insulation to be installed on weight room roof tomorrow 11-20-14.

11-24 concrete for interior garage floor to be poured.

Concrete to cure 4 weeks prior to epoxy flooring application.

Gene to look at garage floor patching.

Sica patches to occur after concrete pour.

Toepfer security co. Call for a quote. Dairyland Electric also to provide a quote.

Invoice the additional work to the contract.

Tony Crivello is waiting for concrete pour before he does his emergency lighting repairs in the garage.

HVAC contractor damaged electrical during drain installations.

MLK Waterproofing Membrane 10-29-14-Wed. 8:30 Am.

CB#8 regular turf grass with a 2' border of fabric with wood chips in lieu of no mow/low grow seed mix. Credit no mow/low grow mix. Add regular turf grass. Need grass, mulch, topsoil, and fertilizer submittal.

CB#7 retaining wall and grade changes need Marek breakdown not a Lump Sum cost proposal.

More electrical wires in the garage slab were damaged adjacent to the man door. Tony Crivello to investigate and repair. This affected lights within the garage.

Weight room flooring was being glued in place last evening. Let glue sit for one day and cleaning of weight room floor would commence.

Cleaning of weight room to occur on 10/30/14 Thur.

Install membrane waterproofing at door 243 on Friday 10/30/14 Thur. Fri.

Water test at garage would consist of a spray down with a hose. This to occur after topping is in place.

Need contractor time extension request.

CB#6 cost proposal:

Take out extra Cudahy roofing mobilization.

Take out patching miscellaneous areas.

Take out asphalt patching.



BRIDGE ELECTRICAL BOX AND COLLAR

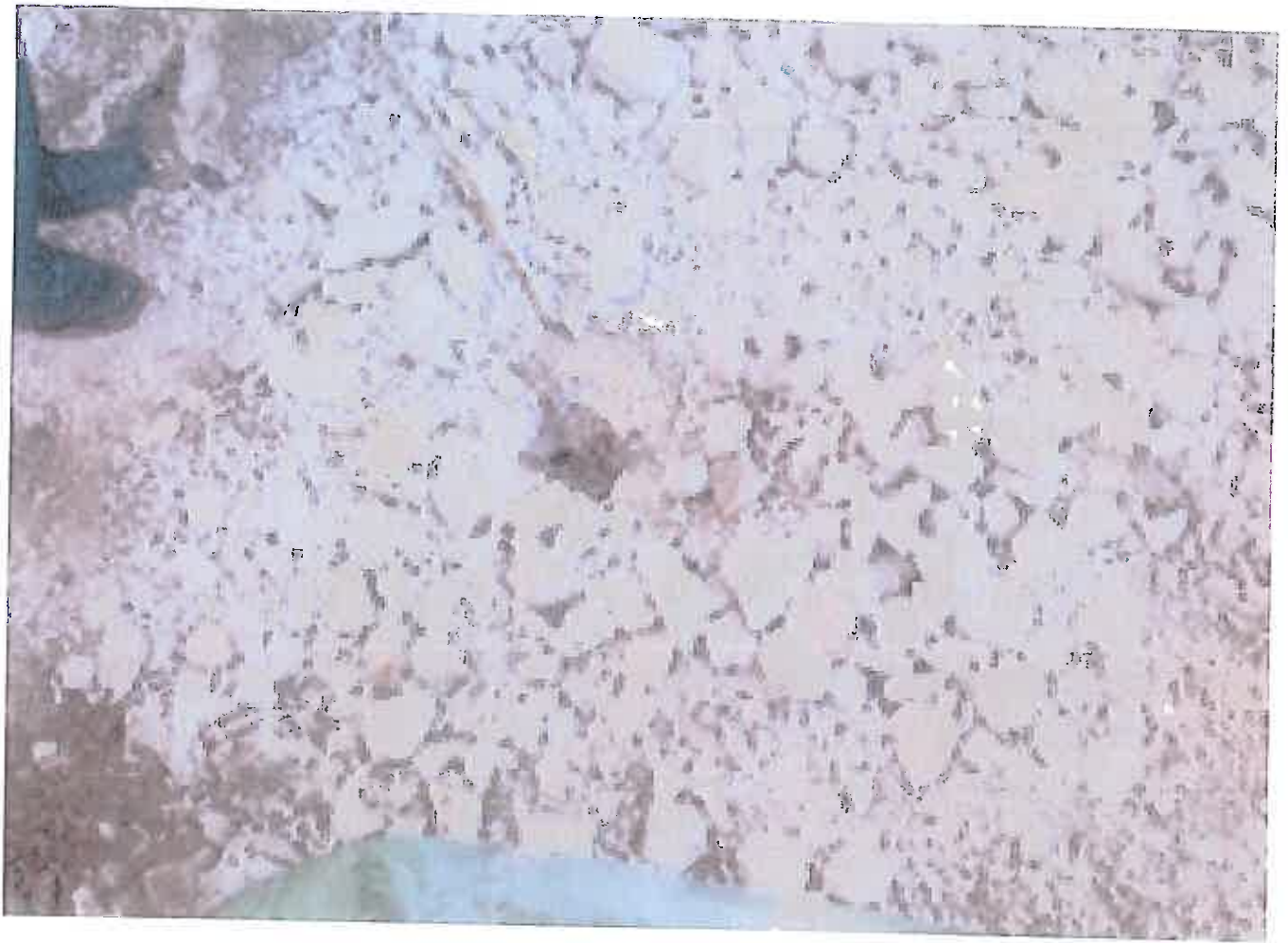


DAMAGE PRECAST CONCRETE TEE'S





SMALL TO PRE-CAST CONCRETE PIECES, (3) LOCATIONS.

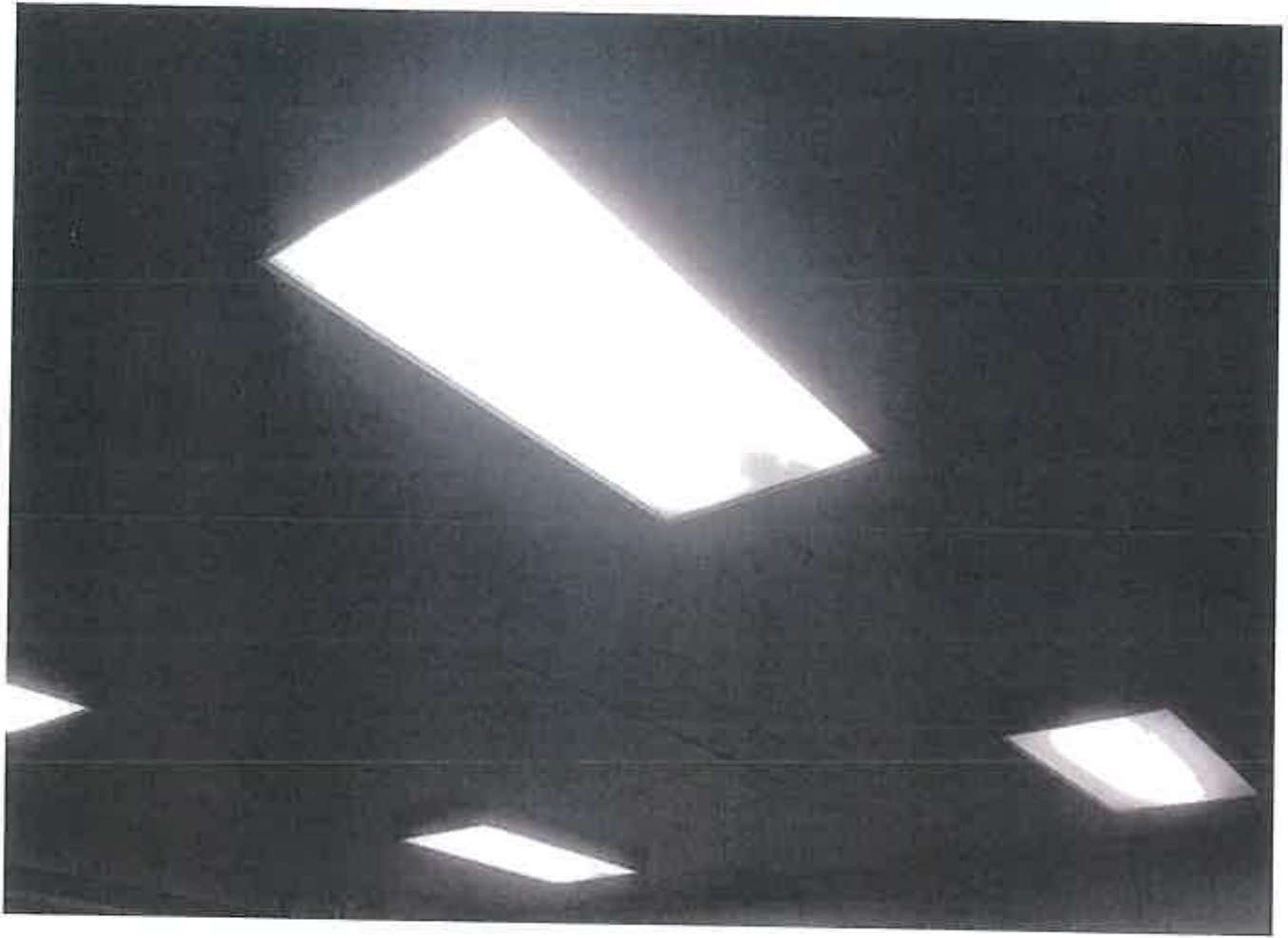




MLK WEIGHT ROOM WALLS, PEELING PAINT FROM
WATER DAMAGE.



WATER LEAKING DOWN WEIGHT ROOM WALL (MIRRORS).



WATER LEAKING INTO LIGHT FIXTURES



Schmidt, Philip

From: O'Donnell, Dennis
Sent: Tuesday, January 06, 2015 1:11 PM
To: Schmidt, Philip
Cc: Burmeister, Debra
Subject: Re: CJF - Protective Glass Barrier project

Phillip,

Major Debra Burmeister and I have discussed the bid proposals at length.

We would like to use Burkhart Construction.

WM Sackerson has been given satisfactory ratings by the people we have questioned. They stated that the work was satisfactory but that they were way off on their timetable. (This is what I witnessed with the work done on the 3rd floor of the Safety Building for the District Attorney's office.) With our project being in such a sensitive and highly secure location we cannot take the chance that the work drags on. We do not feel comfortable using WM Sackerson.

KPH Construction was used in a major renovation project in the Milwaukee County Jail (Officer Work station upgrade). I found their work to be satisfactory, but barely. The project lagged on because they "couldn't get the materials" as required. This caused the technical/computer/software work to be delayed. We do not feel comfortable using KPH Construction with the first hand knowledge that we have.

Burkhart Construction was given high marks by the people we interviewed. They did work for Milwaukee County at the McKinley Marina and the project managers stated that they did a good job.

We would rather work with Burkhart construction on this project.

Thank you for this opportunity and please continue to keep myself involved as the project moves forward as I will be the liaison for the Milwaukee County Sheriff in this matter.

Dennis
Deputy Dennis F. O'Donnell
Milwaukee County Sheriff's Office
Special Projects
414-226-7064

From: Schmidt, Philip
Sent: Tuesday, January 6, 2015 11:20 AM
To: O'Donnell, Dennis
Subject: CJF - Protective Glass Barrier project