

City of Milwaukee Department of Public Works

Milwaukee Water Works

General Specifications



**City of Milwaukee Specification No. 70b-D-7
Revised June 21, 2024**

STATEMENT OF GENERAL SPECIFICATION TERMS AND CONDITIONS

NOTE: THIS SPECIFICATION AND ANY ACCOMPANYING SPECIFICATION CAN BE APPEALED.

FORMAL SPECIFICATION APPEALS MUST BE SUBMITTED IN WRITING TO THE CITY PURCHASING DIRECTOR FOR ALL BIDS NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO BID OPENING. **REQUESTS RECEIVED AFTER THIS TIMEFRAME WILL NOT BE CONSIDERED.**

FORMAL SPECIFICATION APPEALS MUST NOT ONLY IDENTIFY THE PROVISION THAT IS OF CONCERN, BUT ALSO IDENTIFY A PROPOSED ALTERNATE SOLUTION SUPPORTED BY TECHNICAL DATA AND/OR, TEST RESULTS FOR CONSIDERATION.

NOTICE

AN APPEAL FEE (CHECK OR MONEY ORDER) OF 1.25% OF THE ESTIMATED DOLLAR AMOUNT OF THE ANTICIPATED CONTRACT IS REQUIRED WITH A BID SPECIFICATION APPEAL. THIS FEE IS A PREREQUISITE FOR PURSUING A FORMAL SPECIFICATION APPEAL AND MUST ACCOMPANY THE APPEAL. THE APPEAL FEE WILL BE RETURNED IF THE APPEAL IS UPHELD.

CONTACT THE APPROPRIATE PURCHASING AGENT OR THE PROCUREMENT SPECIALIST IDENTIFIED IN THE BID SOLICITATION FOR THE APPEAL FEE AMOUNT AND FILING INSTRUCTIONS.

CAUTION

A BID THAT DOES NOT FULLY COMPLY WITH ALL OF THE PROVISIONS, TERMS, AND CONDITIONS OF THIS OR ANY ACCOMPANYING SPECIFICATION AND BID, MAY BE DETERMINED AS A COUNTEROFFER AND MAY RESULT IN THE BID BEING REJECTED FOR NON-RESPONSIVENESS.

- I. **GENERAL:** It is the intent of this specification, and all accompanying specifications, to describe the minimum requirements for the materials to be purchased by the City of Milwaukee for the Milwaukee Water Works (MWW). All items, details of construction or features not specifically mentioned, which are regularly furnished in order to provide a complete unit, shall be furnished by the successful bidder at the bid price and shall conform in strength, quality of material and workmanship that typically are provided by the engineering practice indicated in this specification.
- II. **MATERIAL SPECIFICATIONS:** MWW material specifications are available as part of the bid package and also available on the MWW website: <https://city.milwaukee.gov/water/PermitsSpecs> .
- III. **NSF APPROVAL:** All materials furnished to the Milwaukee Water Works, and which will be in direct or indirect contact with potable drinking water, shall be in compliance with NSF 61 Drinking Water System Components - Health Effects.
- IV. **WARRANTY:** The furnishing contractor warrants that the materials and component parts furnished hereunder will be of merchantable quality, will conform to applicable specifications, drawings, designs, samples or descriptions, will be free from any defects, faulty construction and poor workmanship and will be suitable for normal usage in a water distribution system.

The minimum warranty shall be 100% Parts and Labor and shall remain in effect for a minimum of two (2) years from date of acceptance or one (1) year from date of installation, whichever occurs first. Under this provision, the furnishing contractor/supplier agrees to repair or replace within a reasonable time, any material or accessories found to be defective during the warranty period at no cost to the City.

If 10% of the material furnished under the same contract develop or exhibit similar defects after installation, the furnishing contractor shall also pay the labor, equipment and material costs incurred by the Milwaukee Water Works in replacing the defective material.

- V. **AWARD AUTHORITY:** The City Purchasing Director will be the sole judge of the quality and suitability of the equipment, materials and/or services offered in its determination of the successful bidder.
- VI. **STANDARDS:** Reference to the American Water Works Association (AWWA) and American Society for Testing and Materials (ASTM) designations mentioned herein (wherever applicable) shall mean the latest particular AWWA Standard and ASTM specification and/or test procedure in effect at the time the bids are taken.

Whenever material components are to be made in accordance with AWWA or ASTM standards, the furnishing contractor shall be held responsible for the proper conformance of all applicable test requirements and testing procedures.

- VII. **SERVICE:** The furnishing contractor must have a satisfactory record of providing parts and providing service for these materials and components bid. Bids will not be considered from vendors who have previously failed to provide parts and satisfactory service.
- VIII. **INTERCHANGEABILITY:** All material of the same manufacturer and model, regardless of the year manufactured, shall have interchangeable component parts.
- IX. **DEMONSTRATION:** Upon request of the Department of Administration – Purchasing Division, bidders shall submit for demonstration a sample of the material they intend to furnish on their bid.
- X. **SHIPPING AND DELIVERY:** Shipments shall be made on flatbed truck or semi-trailer with removable sides or top. Whenever possible, merchandise is to be placed on non-returnable pallets/in containers or baskets, with like items on/in each container for easier handling. Baskets/container items will be labeled as to product type and quantities included. All material shall be secured in place in such a manner as to prevent damage to the components and coatings during shipment.

Carrier is required to notify the City of Milwaukee Water Works twenty-four (24) hours prior to delivery to allow for personnel and equipment to be available for unloading at either 414-286-2827, 414-286-0669 or 414-286-6123 (Milwaukee Water Works Field Headquarters is located at 3850 N. 35th Street). Each delivery will be accompanied by a packing list indicating the City of Milwaukee Purchase Order Number. No deliveries shall be made after 2:30 P.M. No collect deliveries will be accepted. The City of Milwaukee will be responsible for unloading.

- XI. **BID SUBMITTAL DATA:** When requested, bidders must submit with their bid a sufficient number of drawings of the material they intend to furnish. These drawings shall show the manner in which the material and auxiliary pieces will be assembled, all pertinent dimensions and the estimated weight of the complete unit.

Sufficient data and literature must be submitted to indicate compliance with the corresponding material specification.

- XII. **SUBMITTALS AFTER AWARD OF CONTRACT:** After the award of the contract, the furnishing contractor shall, upon request, submit to the Superintendent of Milwaukee Water Works for approval, three (3) sets of drawings for the materials being furnished.

A. The drawing submittal shall show the following information:

1. Internal construction details, overall dimensions, materials of components, the weight of the material and the Manufacturer's name.
2. One (1) set of drawings will be returned to the furnishing contractor marked "Reviewed – No Exceptions Taken", "Reviewed – Returned with Comments", "Reviewed – Revise

XII. SUBMITTALS AFTER AWARD OF CONTRACT: (Continued)

and Resubmit", or "Rejected". All materials shall be furnished in accordance with these approved drawings.

3. After making corrections and notations, the furnishing contractor shall submit four (4) sets of certified approved drawings to the Superintendent of Milwaukee Water Works for record and distribution.
4. All material shall be furnished in accordance with these certified approved drawings.
5. Whenever there is a change in the design of a component of the item(s) being furnished, the furnishing contractor shall submit a detailed drawing showing this change.

XIII. EXTERIOR FASTENERS: All exterior bolts and nuts, plugs, pins and external accessories on materials to be buried shall be made from low zinc bronze (zinc content not to exceed 6%), 300 Series 18-8 stainless steel or an approved equal corrosion resistant material.

XIV. AFFIDAVIT AND CERTIFICATION: Upon request, the furnishing contractor shall submit in duplicate, to the Superintendent of Milwaukee Water Works, a manufacturer's affidavit of compliance in accordance with the applicable AWWA Standards.

XV. INSPECTION BY CITY:

- A. All required data, drawings, manuals and certifications shall be furnished before any materials will be inspected.
- B. The Superintendent of Milwaukee Water Works or a duly authorized representative will inspect all materials furnished.
- C. Testing will be done on ten percent (10%) of the whole shipment and rejections will be based on the result of testing of these samples.
- D. Any materials found not conforming to the specifications, will not be accepted.
- E. Replacement for materials that failed under warranty shall conform to all the requirements of the applicable specification.
- F. The City reserves the right to inspect materials at the factory.

XVI. VENDOR QUALIFICATIONS AND PRE-BID APPROVAL:

- A. Milwaukee Water Works Material Specifications containing a section for "Acceptable Brands" identify manufacturers and/or products that have been pre-approved by the Milwaukee Water Works – Engineering Section. All products listed have been reviewed for conformance with the applicable specifications in the Invitation to Bid. **Bids will only be accepted for products listed in the "Acceptable Brands" Section of the Materials Specifications.**
- B. **Product reviews for Pre-Bid Approval will not be permitted during an active bid.**
- C. Materials that have been purchased by the City during the five (5) years prior to the bid advertising date, and have demonstrated compliance with the current designated specifications, will not require further pre-approval for bidding.
- D. Potential bidders interested in obtaining materials approval prior to bid advertising shall submit their request to:

Superintendent
Milwaukee Water Works
841 N. Broadway, Room 409
Milwaukee, WI 53202
- E. Manufacturers requesting Pre-Bid Approval shall provide regular production models of their product at no cost to the Milwaukee Water Works. Arrangements for delivery should be coordinated with Water Engineering and delivered in accordance with Section X of this specification. Upon written request, the materials submitted can be returned following testing and evaluation at the bidder's expense. **Product submittals for Pre-Bid Approval will not be permitted during an active bid.**
- F. The manufacturer's representative shall submit all documentation required in this specification as well as the corresponding material specification for the product that is being evaluated.
- G. Water Engineering will perform all testing and disassembly of the product to determine compliance with the MWW material specification. Upon completion of the testing, the manufacturer's representative shall receive a copy of the evaluation report indicating acceptance or rejection of the product.
- H. Upon acceptance the manufacturer's name and product model number will be added to the "Acceptable Brands" section of the corresponding material specification.
- I. Upon rejection the manufacturer shall not be allowed to submit the same product for evaluation for a period of two (2) years. Prior to reevaluation, the manufacturer shall provide documentation that they have addressed all deficiencies identified in the evaluation report.

XVII. QUALITY:

- A. Vendors and/or the manufacturers of materials supplied to the City of Milwaukee shall inspect all of the materials for compliance with the appropriate City specifications prior to their shipment to the City.
- B. Materials that are found to be non-compliant for whatever reason will be rejected and returned for full credit, including shipping costs.
- C. Vendors and/or manufacturers who ship materials that are found to be non-complaint will also be responsible for the following:
 - 1. Reimbursing the City for the cost of inspecting the materials that are rejected.
 - 2. Reimbursing the City for the difference in cost between the open market and the bid price for the rejected materials.
 - 3. Providing the City with the necessary information for the return of the rejected materials (i.e. RGA #, Return Address, etc.) within ten (10) calendar days of receiving a written notification of rejection, and making arrangements for the pickup of the rejected materials.

NOTE: Rejected materials must be picked up within twenty-five (25) business days of providing the City with the return goods information. If they are not picked up, they will be scrapped.