May 16, 2007

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in special session on May 16, 2007, and recommends the following motions:

1. To approve the Request for Proposal for the Construction Manager at Risk for the Mental Health Center. Approve.

Approved by:

_____

COUNTY EXECUTIVE Date

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PROCEEDINGS OF THE BROWN COUNTY HUMAN SERVICES COMMITTEE

Pursuant to Section 19.94 Wis. Stats., a **Special** meeting of the **Brown County Human Services Committee** was held on Wednesday, May 16, 2007 in Room 207 of City Hall– 100 N. Jefferson Street, Green Bay, Wisconsin

Present: Patrick Evans, Steve Fewell, Mary Scray, Joe VanDeurzen, Pat LaViolette, Chris Zabel.

Excused: Guy Zima.

Also Present: Supervisor Tom Lund, County Executive Tom Hinz, Kurt Hogarty, Bill Dowell, Nate Curell, Tom Eggebrecht, News Media and Other Interested Parties.

1. **Call Meeting to Order:**
   The meeting was called to order by Chairman Patrick Evans at 6:46 p.m.

2. **Approve/Modify Agenda:**

   Motion made by Supervisor Van Deurzen and seconded by Supervisor Scray to approve the agenda. Vote taken. MOTION APPROVED UNANIMOUSLY.

3. **To approve the Request for Proposal for the Construction Manager at Risk for the Mental Health Center.**

   Mr Dowell distributed copies of the RFP for Construction Manager at Risk for the New Mental Health Center (see attached).

   Motion made by Supervisor La Violette and seconded by Supervisor Van Deurzen to approve. Vote taken. MOTION APPROVED UNANIMOUSLY.

4. **Such other matters as authorized by law:**

   Motion made by Supervisor Fewell and seconded by Supervisor Scray to adjourn at 6:48 p.m. Vote taken. MOTION APPROVED UNANIMOUSLY.

Respectfully submitted,

Jeanne A. Buzzell
Recording Secretary

Request for Proposal (RFP)

For

Construction Manager at Risk (CMaR)

New Mental Health Center (MHC)

Project # 1253

Response Deadline

XXXXX, 2007
4:00 pm Central Standard Time (CST)

To:

Brown County Purchasing Department
305 E. Walnut St. 5th Floor
P.O. Box 23600
Green Bay, WI 54305-3600

Project # 1253
Brown County Facility & Park Mgmt. – Construction Manager at Risk RFP

I. Project Description

Brown County is seeking sealed proposals for Construction Manager at Risk (CMaR) services in the design, scheduling, budgeting, and construction of a new Mental Health Center. The new MHC is to include a 63 bed Skilled Nursing Facility, a 28 bed Adult Psychiatric Hospital, and an Outpatient Clinic including Behavioral Health Services supporting up to125 clients/day. The project is to be of the "village" style design and generally follow the plan outlined in the December 13, 2006 Horty-Elving Pre-design report (attachment H). The entire budget of the project including all construction, design, construction management, FF&E, permits/approvals, all reimbursables, and all contingencies has been predetermined not to exceed $20,000,000.

II. Projected Start and Completion Dates

It is Brown County's intention to proceed with design of this project beginning in summer of 2007, with a proposed construction start date of spring 2008, and a proposed construction completion of Summer 2009.

III. Selection Criteria

See Attachment C

IV. RFP Important Dates:

All proposals are due to Brown County Purchasing, 305 E. Walnut St., 5th Floor, P.O. Box 23600, Green Bay, WI 54305-3600 no later that 4:00pm (CST), XXXXXXX, 2007. Submit in a sealed envelope marked "Project #1253, Construction Manager at Risk, MHC". No proposal may be faxed or e-mailed. No proposal may be withdrawn for ninety (90) days. Pricing is to remain firm for ninety (90) days from date of bid/proposal due date. See attachment B (Fee Schedule) for a list of required fee categories.

The vendor shall provide a total of six (6) proposals, each an exact duplicate of the original. The original shall be signed by an authorized employee of the company. The original shall be clearly marked on the outside front cover as such.

All questions related to this RFP **must be in writing** and received by the Brown County Purchasing Department no later than XXXXXXX via e-mail to bc_administration_purchasing@co.brown.wi.us. Clearly mark the e-mail: "Questions for Construction Manager at Risk, Project #1253". Phone call and faxed questions will not be accepted.

Answers to all written questions will be re-issued in the form of an addendum and entered on the Brown County web site (http://www.co.brown.wi.us/administration/Purchasing/Index.html Bids/RFP) on XXXXXXX no later than 4:30 p.m. It is the responsibility of all interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 448-4039.

V. Withdrawal or Modification of Proposal

A proposer may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made prior to the proposal deadline and requested in writing. Thereafter, a proposal may not be withdrawn or modified during the proposal holding period.

VI. Proposal Format

In order for an evaluation committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals must be submitted according to the following format. The proposals should be double sided. The proposal should be prepared simply and economically, providing straightforward and concise information as requested. *Every attempt should be made to use technological terminology that is common to the industry. Comparable terminology may be substituted where appropriate, if there is a use of clear and concise definitions.* Use of existing materials, brochures and other standard preprinted materials containing information responsive to the requests in the RFP, if available, is encouraged as a method to reduce your response time. However, unnecessary elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired. Brown County reserves the right to reject any proposal not properly formatted.

Proposer shall be required to submit one (1) original, clearly marked and identified as such, and five (5) identical copies of their original proposal **no later than 4:00 pm CST on xxxxxx, 2007 to:**

Brown County Purchasing
305 E. Walnut St. 5th Floor
P.O.Box 23600
Green Bay, WI 54305-3600

Proposal should be identified in the lower left corner as follows: **Project #1253, Construction Manager at Risk, MHC.**

Each copy of the proposer's response shall be separate and apart from other copies, and bound and identified in such a manner as to specifically identify the entire response as a complete entity.

The required format is presented below. Each section should be clearly identified and contain all of the information necessary to meet the requirements of the RFP. While the vendor should provide enough information to fully respond to each section, proposals should be as concise as possible.

A. **Table of Contents:** Include a clear identification of the material by section and by page number.

B. **Letter of Transmittal:** Limited to one or two pages. Briefly state the proposer's understanding of the service to be provided and a positive commitment to perform the services as defined in the RFP.

C. **Organization Experience:**

D. Project Team Experience:

E. Safety Program:

F. Quality Control Program:

G. Experience with LEED Certified Construction:

H. References:

I. Exceptions: Any desired exceptions to the terms and conditions of the RFP must be addressed to the specific RFP paragraph where a conflict exists. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Brown County will not consider the proposer's wholly substituting their agreement.

J. Experience with LEED Certified Construction:

K. Other: Include any other items that you would like to include that do not fit into the above categories.

VII. Scope of Work

See attachment A

VIII. Project Changes

Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the CMaR, A/E and the County.

IX. Other.

A. All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances and Standards.

B. All Contractors performing work are required to have a Contractor's License for the state of Wisconsin. All Licenses for any contractors must be current on the day of proposal submission and throughout the length of the project.

C. Rejection of proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

D. Contractors are responsible for all measurements.

E. No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

F. Affirmative Action: Contractor will comply with Brown County's Equal Opportunity/affirmative action policy (available upon request)

G. Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

H. Material Purchases: Brown County reserves the right to purchase the materials for this project (we pay no sales tax). CMaR will provide all projected costs for the various materials required for the project to Brown County Purchasing. If Brown County elects to purchase the material, CMaR will be responsible to have material delivered in a timely manner to maintain their schedule on the project. Brown County will issue the purchase orders to suppliers provided by the contractor. Brown County is to handle only the issue of the purchase orders. CMaR will have sole responsibility for the return and issue of credits to Brown County for any material left over after completion of project.

X. Bid and Performance Bonds:

CMaR will ensure all phases of the project are bonded with Brown County listed as the Owner.

XI. State of Wisconsin Requirements:

This contract and any of its amendments shall be governed in all respects by the laws and statutes of the State of Wisconsin. Unless otherwise mutually agreed, venue will be Brown County, Wisconsin.

XII. Attachments:

A. Scope of Work
B. RFP Fee Schedule
C. Selection Criteria
D. Reference Data Sheet
E. Addendum Sheet
F. Appeals
G. Insurance Requirements
H. Horty-Elving Report

Attachment A

Scope of Work
Brown County
Project #1253

I. Project Description

Brown County is seeking sealed proposals for Construction Manager at Risk (CMaR) services in the design, scheduling, budgeting, and construction of a new Mental Health Center. The new MHC is to include a 63 bed Skilled Nursing Facility, a 28 bed Adult Psychiatric Hospital, and an Outpatient Clinic including Behavioral Health Services supporting up to125 clients/day. The project is to be of the "Village" style design and generally follow the plan outlined in the December 13, 2006 Horty-Elving report (attachment H). The entire budget of the project including all construction, design, construction management, FF&E, permits/approvals, all reimbursables and all contingencies are not to exceed $20,000,000. It is Brown County's intention to proceed with design of this project beginning in summer of 2007, with a proposed construction start date of spring 2008, and a proposed construction completion of Summer 2009.

II. CMaR Services– Pre-Construction

The CMaR shall work closely with the Architect and Engineering firm (A/E) and the Owner during the design phase. CMaR shall review plans, pre-design, schematic design, design development and construction drawings and documents. CMaR shall make recommendations to insure project budget and schedule goals are achieved, and shall:

a. Attend regularly scheduled project meetings and special public meetings as requested by the Owner.
b. Develop the preliminary project budget in collaboration with the A/E and Owner through examination of pre-design reports and schematics.
c. Develop the project schedule in collaboration with A/E and Owner. Project Schedule to include design, approvals (State, City, County), bidding, construction, substantially complete date, and occupancy.
d. Review the project plan and designs and:
    i. Make recommendations as how to best utilize the chosen construction site including recommendations for handling of storm water run-off during construction and for the long term.
    ii. Point out any aspects of the design that may pose problems during construction.
    iii. Engage in value-engineering exercises as necessary to maintain budget and deliver an owner accepted product.
    iv. Establish construction work schedule in phases as necessary to meet the project schedule.
e. Prepare Guaranteed Maximum Price (GMP) upon completion of the design development drawings.
    i. The GMP shall describe in detail:

1. A/E and Consultant tasks and budgets.
2. CMaR tasks and budgets.
3. Construction and site development budgets.
4. All recommended contingencies for the project.
5. FF&E budget.
6. All Owners cost's necessary for the completion of the project.

f. Upon Brown County's approval of GMP collaborate with the A/E in the preparation of construction drawings and documents.

III. CMaR Services – Bid & Award

a. Bid Phase

i. The CMaR shall assist the Owner in administering competitive sealed bid process.
ii. Develop contractor bid list in collaboration with Owner and A/E. (CM will not be allowed to self-perform.)
iii. Coordinate with owner in the development of bid documents.
iv. Conduct pre-bid walk-throughs as necessary.
v. Respond to subcontractor questions regarding bidding through Owner.
vi. Attend Public bid openings conducted by Brown County Clerk.

b. Award Phase

i. The CMaR shall determine the lowest qualified bidder for each work category. (Interview bidder, check references and financials if required)
ii. Interview lowest qualified bidder to determine if the bid meets design requirements (if necessary).
iii. Represent/Assist Brown County with any contract negotiations.
iv. Attend required Brown County Board meetings for contract approval.
v. Authorize award of contract for each work category through Brown County Purchasing.
vi. Oversee County provided materials and equipment.
    1. Develop and provide lists, descriptions, quantities, and schedules for materials and equipment to be purchased by Brown County.
    2. Coordinate with Brown County Purchasing and authorize issue of PO's.
    3. If applicable ensure that unused materials are returned to the supplier for proper credit.

IV. CMaR Services – Construction

The CMaR shall collaborate with the A&E and Owner and shall schedule, coordinate, and oversee all construction activities necessary to complete the project including the following:

a. Upon approval and award of construction contracts, initiate a construction kickoff team meeting with all major subcontractors, Owner and A/E; describe the administration format of the project, schedule and communication methods.
b. Arrange and coordinate a groundbreaking ceremony with the Owner and A/E.
c. Acquire all necessary permits, pay all related fees and insure conformity of all related Federal/State/local construction codes and regulations.
d. Develop a master construction schedule for the entire project from start to finish. Construction schedule to be in Critical Path format highlighting critical work. Complete Project Schedule to be updated monthly.
e. Within the master schedule, provide and update a weekly rolling three week schedule showing high detail of duties of the next three weeks work and subcontractors involved.
f. Conduct a weekly progress meeting between Owner and A/E and any necessary subcontractors directly involved.
g. Prepare and distribute weekly meeting minutes to the Owner and A/E including: meeting highlights, copies of any change order requests, substitution requests and submittals.
h. Develop and administer an onsite safety program and update the status at the weekly meeting. Provide safety program tracking format to owner for review.
i. Develop and administer an onsite quality control program and update status at the weekly meeting. Provide quality control program tracking format to owner for review.
j. Receive payment requests from contractors and review and authorize payments for work completed.
k. Prepare/conduct equipment start up, commissioning and training.
l. Make periodic presentations to the Brown County Executive and Brown County Supervisors regarding status of the project.

V. CMaR Services – Post Construction

a. Warranty Administration

i. Equipment
   1. Provide necessary support to insure Brown County receives the full warranty for all manufacturers' equipment.

ii. Building Systems
   1. Provide necessary support to insure Brown County receives warranties for all building systems. The expected warranty periods for all building systems to include, but not limited to:
      - Masonry/Structural failure - including abnormally cracked block or foundation – 5 years
      - Flooring Systems - including abnormally cracked flooring – 5 years
      - Roof – Aid in any issues which arise from roofing contractor complying to defined roof warranty.
      - Plumbing - including fittings & materials integrity – 5 years

- Electrical - including premature wiring degradation and/or abnormal shorting – 5 years.

b. Startup and Training

i. Coordinate and arrange startup and training on all major systems including:
   1. HVAC
      - Heating system
      - Cooling system
      - Air Handling
      - Energy Management System & building controls
   2. Electrical Distribution System/Emergency Power Generator
   3. Domestic hot water system
   4. Humidification system
   5. Building envelope maintenance
   6. Fire Protection System
   7. Security System
   8. Any other specialty systems

ii. CMaR shall insure that all training is videotaped and copied to Brown County.

c. Release of Facility for Occupancy

i. The CMaR shall in collaboration with the A&E:
   1. Verify that all building systems and equipment meet operating specifications.
   2. Verify that all necessary inspections have been performed and occupancy permit has been received.
   3. Arrange and coordinate ribbon cutting ceremony prior to move in.

VI. Qualifications

a. The CMaR shall provide documentation as follows:
   i. Organization Experience:
      1. Experience constructing Skilled Nursing Facilities, Hospital Facilities (Adult Psych), and Medical Clinics
      2. Experience constructing facilities using the Construction Manager at Risk delivery method for similar sized projects.
   ii. Project Management Team Experience:
      1. Resumes of Project Manager, Superintendent, and other key project team members
      2. Experience constructing Skilled Nursing Facilities, Hospital Facilities (Adult Psych), and Medical Clinics
      3. Experience constructing facilities using the Construction Manager at Risk delivery method for similar sized projects
   iii. Safety Program - Capabilities and history
   iv. Quality Control Program - Project inspection capabilities and history
   v. Experience with LEED certified construction

b. The CMaR shall verify that the designated Project Manager will remain throughout the duration of the project
c. The CMaR shall submit completed AIA 305 Qualification Statement
d. Provide references for completed Skilled Nursing, Hospital, and Clinic facilities and for Construction Manager at Risk projects

Attachment B

RFP Fee Schedule
Brown County
Project #1253

Construction Manager at Risk Fees

The CMaR shall provide a fee breakdown and description for all fee categories:

a. Overhead/Profit Fee
   i. Provide fee as a per cent of the total project budget
   ii. Prove fee breakdown for each of the service periods:
      1. Pre-construction
      2. Bid and award
      3. Construction
      4. Post construction

b. General Conditions Fee
   i. List all General Conditions expenses by major categories including itemization under the following headings;
      - Personnel (Itemized list of Project Team Members)
      - On-Site Expenses
      - Temporary Utilities
      - Equipment & Tools
      - Start-up
      - Other

   ii. Provide total project fee for each item

c. If applicable, include additional fee/percent for any necessary change orders.

Attachment C
RFP Selection Criteria
Brown County
Project #1253

Responses to this RFP will be evaluated according to the following criteria:

1. Proposal Evaluation Process
   The following steps will be observed in the evaluation of vendor proposals:

   - Brown County will establish a proposal evaluation committee;
   - The proposal evaluation committee will review all proposals received and score the proposals in accordance with the predefined scoring methodology;
   - Composite scores will be developed summarizing the individual scoring efforts of each proposal evaluation team member;
   - Vendors will be ranked by composite score;

2. Proposal scoring methodology
   The following is a summary of the proposal evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor proposals. Points will be awarded on the basis of the following factors:

Specifications	Points
1. Organization experience constructing Skilled Nursing Facilities, Hospital Facilities (Adult Psych), and Medical Clinics	15
2. Organization experience using the Construction Manager at Risk delivery method for similar sized projects	5
3. Project team experience constructing Skilled Nursing Facilities, Hospital Facilities (Adult Psych), and Medical Clinics	15
4. Project team experience using the Construction Manager at Risk delivery method for similar sized projects	5
5. Safety Program - Capabilities and history	5
6. Quality Control Program - Capabilities and history	5
7. Experience with LEED certified construction	5
8. Fees	45
Total	100

3. Evaluation factors
   The evaluation factors to be used in proposal scoring are described below:

- **Organization** experience constructing Skilled Nursing Facilities, Hospital Facilities (Adult Psych), and Medical Clinics: Proposals will be evaluated on the experience and knowledge of the organization as a whole based on project descriptions, references, and resumes submitted.

- **Organization** experience **using the Construction Manager at Risk delivery method** for similar sized projects: Proposals will be evaluated on the experience and knowledge of the organization as a whole based on project descriptions, references, and resumes submitted.

- **Project team** experience constructing Skilled Nursing Facilities, Hospital Facilities (Adult Psych), and Medical Clinics: Proposals will be evaluated on the experience and knowledge of the **project team** based on project descriptions, references, and resumes submitted.

- **Project team** experience constructing **using the Construction Manager at Risk delivery method** for similar sized projects: Proposals will be evaluated on the experience and knowledge of the **project team** based on project descriptions, references, and resumes submitted.

- **Safety Program**: Proposals will be evaluated based on safety program experience and documentation.

- **Quality Program**: Proposals will be evaluated based on quality program experience and documentation..

- **LEED experience**: Proposals will be evaluated based on project descriptions and documentation

- **Fees**: Proposals will be evaluated based on cost of services as identified in Attachment B.

Attachment D
Reference Data Sheet
Brown County
Project #1253

For Vendor:
Provide a list of 5 references for which your firm is providing or has recently provided Construction Management at Risk services and Hospital, Nursing Home, and Clinic type projects. Include dates, a specific contact person and their title and telephone number. The references provided should be for services provided from the office that would be servicing this contract.

Project:_____
Address:_____
Telephone:_____
Contact Person:_____

Project:_____
Address:_____
Telephone:_____
Contact Person:_____

Project:_____
Address:_____
Telephone:_____
Contact Person:_____

Project:_____
Address:_____
Telephone:_____
Contact Person:_____

Project:_____
Address:_____
Telephone:_____
Contact Person:_____

Attachment E

Addendum Sheet
ADDENDUM ACKNOWLEDGEMENT
RECEIPT SCHEDULE
BROWN COUNTY
PROJECT #1253

The undersigned acknowledges receipt of the following addendum:

Addendum #1_____ Initials_____

Addendum #2_____ Initials_____

Addendum #3_____ Initials_____

Addendum #4_____ Initials_____

Addendum #5_____ Initials_____

The undersigned agrees with the following statement:
I have examined and carefully prepared the proposal/bid from the plans and specifications and have checked the same in detail before submitting the proposal/bid to Brown County. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name_____
Signature
Date_____

If this rfp/bid is assigned a project number all vendors are responsible to check for addendums, posted on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of quote/bid due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued with-in 3 business days prior to due date. If bid/rfp has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New bid/rfp must be submitted by vendor if addendum affects costs.

Vendor's that do not have internet access are responsible to contact our purchasing department at 920-448-4039 to ensure receipt of addendums issued.

Bids/RFP's that do not acknowledge addendums may be rejected.

All proposals and bids submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed bids/proposals that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

Attachment F

Appeals
Brown County
Project #1253

To: Vendors
RE: Brown County Appeals process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on either a bid or quote.

Appeals may be submitted for the following purchases:

a) the item is a public work project bid under Section 66.0901 and 59.52 (29) of the Wisconsin Statutes, or

b) the item price is $5000 or more or the total order is $10,000 or more, and

c) vendor selection was based on factual errors, or

d) the lowest price vendor was not selected, or

e) failure by the county or its agents to adhere to the county's policies and procedures or other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 72 hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

Submit to: Brown County Internal Auditor
P.O. Box 23600
Green Bay, WI. 54305-3600.

Attachment G

Insurance Requirements
Brown County
Project #1253

Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by contractor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative.

Explanation of Insurance Requirements

The Outside Contractor shall maintain the following types of insurance in the amounts at least equal to those specified.

Worker's Compensation Insurance, in compliance with the laws of the State of Wisconsin and its statutory limits with Employer's Liability Insurance in an amount not less than $100,000 per claimant.

Projects of larger scope will require $500,000 limit. Limits will be determined and set forth by the Brown County Department issuing the contract with assistance from the Safety/Risk Management Department.

Some Providers and Organizations may waive the Workers Compensation portion of insurance if the services they provide do not require coverage. An insurance wavier request shall be submitted and reviewed by Safety/Risk Management Department before any wavier will be accepted.

Workers Compensation and Employers Liability Insurance is put into place to provide coverage for injured employees while working on the job.

General Liability Insurance, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability. If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount ($2,000,000).

General Liability Insurance is a type of liability insurance, other than automobile, workers' compensation, and employer's liability, that covers damage or bodily injury.

Automobile Liability Insurance, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant which includes all autos (owned, hired and non-owned).

Automobile Liability Insurance is primarily concerned with the losses related to bodily injury or property damage caused by an automobile and the resulting legal liability imposed on the insured.

Professional Liability Insurance, (when applicable) in an amount not less than $1,000,000 per each occurrence.

Professional Liability insurance provides protection against claims that the policyholder becomes legally obligated to pay as a result of an error or omission in his/her professional work.

Environmental Impairment Liability Insurance, (when applicable) provides environmental liability coverage for site owners and operators for third-party claims that are the result of pollution event on, at, under or coming from a covered location.

What is an *Umbrella Policy*?

An *umbrella policy* provides additional limits of insurance over and above underlying coverage's found on a General Liability, Automobile or Workers' Compensation policy. If there is a claim, the underlying policy will pay its limits of liability and the umbrella policy coverage would then be activated.

Additional Insured

The Outside Contractor agrees that the General Liability and Automobile Liability insurance policies shall be endorsed to name Brown County as additional insured's as respects: liability arising out of activities performed by or on behalf of the vendor/contactor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

Wavier of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies listed on the insurance certificate.

Cancellation Notice

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance
A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Questions
If any of the insurance requirements cannot be met, please contact the Brown County Safety & Risk Department to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance wavier form is completed.

Contact information and telephone numbers for the Safety/Risk Management Department are listed on the top of the first page.

INSURANCE REQUIREMENTS

A. "Brown County" shall be named as additional insured.

B. The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

C. Subcontractors of the Provider shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance to the Purchaser prior to the approval of a contracted service.

D. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the Purchaser and it shall specify the name of the Contract or project covered.

E. The certificate holder shall be noted as:

Brown County
Department of Administration
P.O. Box 23600
305 E. Walnut Street
Green Bay, WI 54305-23600

COVERAGE		AMOUNT
Worker's Compensation	Statutory Limits Apply	
	General	$100,000
	Construction	$500,000
General Liability	Each Occurrence	Not Less than $1,000,000
Commercial General Liability	Personal Injury	Not Less than $1,000,000
	General Aggregate	Not Less than $2,000,000
	*(Could also include medical expense, damage to rented premises and products)	
Automobile Liability All Owned, Hired and Non-Owned	Combined Single Limit	Not Less Than $1,000,000
Professional Liability (when applicable)	Each Occurrence	Not Less Than $1,000,000

**** Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract.****