

OFFICIAL NOTICE

PUBLISHED BY THE DEPARTMENT OF NEIGHBORHOOD  
SERVICES OF THE CITY OF MILWAUKEE

INVITATION FOR BIDS  
FOR  
**PERMANENT SEALING OF SEWER AND WATER SERVICE  
DURING DEMOLITION OF RESIDENTIAL STRUCTURES**

THE COMMISSIONER OF THE DEPARTMENT OF NEIGHBORHOOD SERVICES OF THE CITY OF MILWAUKEE ("Commissioner"), Milwaukee, Wisconsin, acting pursuant to Section 7-22-3, Milwaukee City Charter, will receive sealed bids in triplicate for furnishing all labor and materials and performing all work necessary for and incidental to the **PERMANENT SEALING OF SEWER AND WATER SERVICE DURING DEMOLITION OF RESIDENTIAL STRUCTURES** in the City of Milwaukee, Wisconsin, until 9:00 a.m. (central time) on MONDAY, NOVEMBER 30, 2015, at which time all bids will be publicly opened and read. Any bids received after that time may be rejected and returned unopened.

1. Bids shall be awarded to lowest most qualified, responsive, and responsible bidder.
2. All bids shall be held open for a period of sixty (60) days subsequent to the opening of bids and no bids may be withdrawn without the written consent of the Commissioner. **IN THE EVENT THE COMMISSIONER, DURING THE SIXTY DAYS FOLLOWING BID OPENING, TAKES NO ACTION RELATIVE TO THE BID OR BIDS RECEIVED, THEN THE BID OR BIDS SHALL BECOME NULL AND VOID WITHOUT RECOURSE OF ANY KIND BY EITHER THE BIDDER OR COMMISSIONER, ACTING ON BEHALF OF THE CITY.**

As part of the bid, each bidder shall submit a full and complete list of all the proposed subcontractors and the class of work to be performed by each, which list shall not be altered without the written consent of the Commissioner.

**Copies of the bid documents may be obtained electronically at <http://city.milwaukee.gov/Demobids>  
Printed copies may be purchased in person at the Department of Neighborhood Services at the address shown below. The cost is \$.20 per page.**

The Commissioner reserves the right to reject any and all bids at any time, if it is in the best interests of the City, and to waive any informalities in the process.

Attention is called to the fact that: (a) per changes in State Statute 66.0903, effective July 1, 2011, prevailing wage rates DO NOT apply to work advertised or performed under these bid/contract documents; (b) the successful bidder will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these categories as provided by Section 109-9 of the Milwaukee Code of Ordinances. This provision must be included in all subcontracts. (c) Contractor agrees that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.; (d) both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the

provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement. Successful bidder will be required to complete an Affidavit of Compliance/Disclosure of Participation in or Profits Derived from Slavery by Contractors before contract can be executed.

The Small Business Enterprise (SBE) requirement for this project is 25% of the contract base bid. **For a complete listing of City of Milwaukee certified SBE firms, please contact the Office of Small Business Development at 414-286-5553. More information can be found at [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd).**

This bid includes a Local Business Enterprise (LBE) incentive in accordance with Chapter 365 Milwaukee Code of Ordinance.

DEPARTMENT OF NEIGHBORHOOD SERVICES  
OF THE CITY OF MILWAUKEE  
841 NORTH BROADWAY  
MILWAUKEE WI 53202-3650  
**November 16, 2015 and November 17, 2015**

**BID DOCUMENTS**

**PERMANENT SEALING OF SEWER AND WATER SERVICE  
DURING DEMOLITION OF RESIDENTIAL STRUCTURES**

**OPENING MONDAY, NOVEMBER 30, 2015**

Milwaukee, Wisconsin

DEPARTMENT OF NEIGHBORHOOD SERVICES

CITY OF MILWAUKEE

Room 105

841 North Broadway

Milwaukee, Wisconsin 53202-3650

**WHEN SUBMITTING A BID FOR THIS PROJECT,  
PLEASE USE FORMS INCLUDED IN THIS PACKET.**

DEPARTMENT OF NEIGHBORHOOD SERVICES

FORMAL BIDS

The complete Bid Documents shall include three Bids for Permanent Sealing of Sewer and Water Services forms, one Noncollusion Affidavit of Prime Bidder, one Certificate as to Corporate Principal, a complete List of Subcontractors, a completed Form B (Compliance Plan for SBE participation) and the completed Cost of Services sheet.

Successful bidder will be required to submit a Performance and Payment Bond for an amount not less than 100 times the PER PARCEL SUM as provided on the BID FOR PERMANENT SEALING OF SEWER AND WATER SERVICES documents within fourteen (14) calendar days after the agreement is presented to him or her for signature.

**Bidders seeking the Local Business Enterprise (LBE) preference shall prepare and submit with the bid an accurate affidavit certifying their LBE status. Failure to do so may result in an LBE forfeiting their rights to be considered for the program.**

If any bidder has any questions as to the Bid Documents or Specifications, please contact this office by calling 414-286-2503.

## **DESCRIPTION OF WORK**

The City of Milwaukee Department of Neighborhood Services contracts for the razing and removal of various types of buildings with private contractors each year. DNS also contracts with the Department of Public Works for the raze and removal of approximately 100 properties per year. During the process of razing and removal of these structures, it is required that the sewer and water services connected to these buildings be permanently sealed by a licensed master plumber through the permit process. In some cases, additional work of extending sewer and water services may be required. The Department of Neighborhood Services is seeking to contract with a firm capable of completing permanent sewer and water seals of up to 100 parcels per year. Successful bidder will be required to respond in a timely manner to requests from both Department of Public Works crews and private contractors working for the Department of Neighborhood Services. Plumbing Contractor is required to contact the Plumbing Inspector in a timely manner to arrange for inspections.

The successful bidders(s) will be awarded a 12-month contract. The contract may be extended for two additional 12-month periods at the option of the Department. If the contract should be renewed after its initial one-year term, the rate of payment shall be increased effective the first day on any such renewal term in the ratio that the Milwaukee Consumer Price Index has changed from the initial date of the contract or from the date of the last rate adjustment.

## **GENERAL REQUIREMENTS**

### **A. Insurance**

#### A. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided to the Commissioner. Certification shall state that the insurance policies issued to the Contractor meet the requirements as outlined below. All certificates are to be provided prior to final execution of this Contract. If the Contractor does not comply with this provision of the Contract, the City of Milwaukee has the authority to declare this Contract terminated.

The City, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/ies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. We will mail the notice at least 30 days before the effective date of our action.

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.

All policies shall be written on an occurrence form.

If subcontractors are used, each must meet all of the requirements herein.

B. The minimum insurance requirements are as follows:

(1) Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

.Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.

. Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

(2) Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

. Coverage must be equivalent to ISO form CG0001 or better.

. The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.

. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

. The policy shall include independent contractors (owners/contractors protective) and contractual liability.

. Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

. Coverage shall apply to the risks associated with or arising out of the services provided under this contract, including but not limited to asbestos abatement, lead abatement and air, ground or water pollution.

(3) Auto Liability

Combined Single Limit	\$1,000,000 each accident
Uninsured/Underinsured Motorists	\$1,000,000 each accident
Medical Expense	\$ 5,000 each person

. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

. If the Contractor owns or leases any vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or leased vehicles then coverage must be for Hired and Non-Owned Autos (Symbols 8 and 9).

. Coverage shall include contractual liability for risks assumed in this contract.

(4)	Umbrella (Excess) Liability	\$5,000,000 per occurrence
	Umbrella (excess) Liability	\$5,000,000 aggregate

. The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages.

#### C. Worker's Compensation Insurance

The Contractor shall carry or require that there be carried Worker's Compensation insurance for all employees and those of any subcontractors engaged in work at the site, in accordance with State of Wisconsin Worker's Compensation Laws, Chapter 102, Stats.

#### D. Proof of Coverage

Before a contract will be awarded to it, the Contractor shall submit evidence of the insurance coverage required above to the Commissioner for review and approval. The policies shall be scheduled on approved forms, and approved as to form and execution by the City Attorney's Office. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the City Attorney, and shall be kept in force until the Contractor's work is accepted by the Commissioner. Contracts of insurance (covering all operations under this contract) which expire before the completion of all work to be performed under this contract shall be renewed and extended at least up through and including the date of such completion and evidence submitted to the Commissioner for approval

#### E. Additional Requirements

The Contractor's policies of insurance, except for Worker's Compensation, shall specifically name the City of Milwaukee as an additional insured.

The said insurance carrier shall be authorized to sell insurance in the State of Wisconsin and shall submit its agent's license with the certificate. Such certificate of insurance shall also have affixed thereto an affidavit setting forth that no officer, official or employee of the City has any interest, directly or indirectly, in any premium, commission or fee, or furnishing of such certificate of insurance.

Any insurance provision listed herein requiring a change in the types or amounts of coverages previously required of contractors shall become effective on the next policy renewal date for all existing policies in effect on the date the contract is entered into.

## F. Indemnification

The Contractor shall indemnify, defend and hold harmless the City of Milwaukee, its officers, employees, and agents, against all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds, and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor or the Contractor's agents, employees, or workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work. Further, the Contractor shall indemnify and hold the city harmless for all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from the acts, errors, omissions and negligence of the Contractor, including but not limited to defective or careless work methods.

## **B. SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS**

The Small Business Enterprise (SBE) requirement for this project is 25% of the contract base bid. **For a complete listing of City of Milwaukee certified SBE firms, please contact the Office of Small Business Development at 414-286-5553. More information can be found at [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd) .**

## **C. CONFLICT OF INTEREST**

By submitting a bid, the bidder agrees that neither the bidder nor any officer, partner, agent or employee of the bidder, shall have any affiliation with, or financial interest in, a company performing demolition services for the City or a company performing asbestos abatement activities or removal of hazardous materials in conjunction with demolition services for the City.

## **D. COLLUSIVE AGREEMENTS**

Each contractor must execute and include with the bid an affidavit in the form provided to the effect that contractor has not colluded with any other person, firm or corporation in regard to any bid submitted.

### **E. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor agrees to not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories, and Contractor also agrees to include a similar provision in all subcontracts. Contractor must agree that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. ss. 12101 et seq

### **F. PROMPT PAYMENT**

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

### **G. PUBLIC RECORDS LAW**

Both parties understand that the City is bound by the Wisconsin Public Records Law, and such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Ss 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after the receipt of final payment under this Agreement.

## **SELECTION CRITERIA**

Bidders must be contractors in good standing at the time of bid opening and be capable of obtaining plumbing permits from the City of Milwaukee Department of Neighborhood Services.

A contract, if awarded, will be awarded to the lowest, most qualified, responsive and responsible bidder based on the response to **Costs of Services** to complete the required work within the time specified herein.

Before a firm will be awarded a contract, the firm must have supplied the City of Milwaukee Department of Neighborhood Services the firm's resume with business references and an outline of qualifications of the personnel who will be performing the work required and proof of insurance as outlines in this Request for Bids.

**COST OF SERVICES**

Cost to respond and perform with **24 hour\*** notice:

Seal sewer and/or water supply to a residential single-family dwelling or duplex where excavation is performed by demolition contractor or others.

**(USE THIS PRICE FOR PER PARCEL SUM ON BID DOCUMENTS)**

\$ \_\_\_\_\_

Seal sewer and/or water supply to a residential single-family dwelling or duplex where you are required to perform the excavation.

\$ \_\_\_\_\_

Cost per foot to extend sewer to rear/adjacent building(s) as a result of discontinued shared use where excavation is performed by demolition contractor or others.

\$ \_\_\_\_\_

Cost per foot to extend water supply to rear or adjacent building(s) as a result of discontinued shared use where excavation is performed by demolition contractor or others.

\$ \_\_\_\_\_

**\*Please note:**

To manage costs and deliver uniform workflow, the City of Milwaukee depends on all work under this contract to be performed timely and efficiently. Bidders are noticed that failures to respond timely, failures to seal sewer and water and failures to provide for permit closure will result in liquidated damages of \$100.00 per day. Contractor will be notified by DNS Condemnation Staff that a violation has occurred. Liquidated damages will be subtracted from Contractor's invoices as a disputed amount. Contractor will have the right to challenge the dispute in writing to the Commissioner of Neighborhood Services.

**BID FOR PERMANENT SEALING  
OF SEWER AND WATER SERVICES**

Department of Neighborhood Services  
841 North Broadway  
Milwaukee, Wisconsin

Gentlemen:

1. The undersigned, having familiarized \_\_\_\_\_ with the existing conditions on the Project Area affecting the cost of the work, and with the Contract Documents revised January, 1999, (which includes Invitation for Bids, Instruction to Bidders, the form of Bid, Form of Contract (or agreement), form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds); hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for the permanent sealing of sewer and water services during demolition of up to 100 residential properties throughout the calendar year of 2016 located in the City of Milwaukee, for Bid opening November 30, 2015, all in accordance with the above-listed documents;

(a) for the **per parcel** sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_).

2. In submitting this Bid, the Bidder understands that the right is reserved by the Commissioner of the Department of Neighborhood Services of the City of Milwaukee to reject any and all Bids as provided in sec. 2.8.2. of the Instructions To Bidders. If written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within fourteen (14) calendar days after the agreement is presented to him or her for signature.

3. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid for the Contract for which this Bid is submitted.

4. The Bidder is prepared to submit a financial and experience statement upon request.

Date \_\_\_\_\_, 20\_\_\_\_.

OFFICIAL ADDRESS

By \_\_\_\_\_

TITLE \_\_\_\_\_

**BID FOR PERMANENT SEALING  
OF SEWER AND WATER SERVICES**

Department of Neighborhood Services  
841 North Broadway  
Milwaukee, Wisconsin

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3. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid for the Contract for which this Bid is submitted.

4. The Bidder is prepared to submit a financial and experience statement upon request.

Date \_\_\_\_\_, 20\_\_\_\_.

OFFICIAL ADDRESS

By \_\_\_\_\_

TITLE \_\_\_\_\_

**BID FOR PERMANENT SEALING  
OF SEWER AND WATER SERVICES**

Department of Neighborhood Services  
841 North Broadway  
Milwaukee, Wisconsin

Gentlemen:

1. The undersigned, having familiarized \_\_\_\_\_ with the existing conditions on the Project Area affecting the cost of the work, and with the Contract Documents revised January, 1999, (which includes Invitation for Bids, Instruction to Bidders, the form of Bid, Form of Contract (or agreement), form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds); hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for the permanent sealing of sewer and water services during demolition of up to 100 residential properties throughout the calendar year of 2016 located in the City of Milwaukee, for Bid opening November 30, 2015, all in accordance with the above-listed documents;

(a) for the **per parcel** sum of \_\_\_\_\_ Dollars  
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2. In submitting this Bid, the Bidder understands that the right is reserved by the Commissioner of the Department of Neighborhood Services of the City of Milwaukee to reject any and all Bids as provided in sec. 2.8.2. of the Instructions To Bidders. If written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within fourteen (14) calendar days after the agreement is presented to him or her for signature.

3. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid for the Contract for which this Bid is submitted.

4. The Bidder is prepared to submit a financial and experience statement upon request.

Date \_\_\_\_\_, 20\_\_\_\_.

OFFICIAL ADDRESS

By \_\_\_\_\_

TITLE \_\_\_\_\_

**3.2.0. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) S/he is \_\_\_\_\_,  
(owner, partner, officer, representative or agent)  
of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
- (2) S/he is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such bid is genuine and is not a collusive or sham bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has had or will have communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix the overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) Attached and following this affidavit is a full and complete list of all subcontractors and the class of work to be performed by each, which the Bidder proposes to use.

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title  
My commission expires:  
Rev. 1/00

**AFFIDAVIT OF SUBCONTRACTOR**

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) S/He is \_\_\_\_\_ of  
(owner, partner, officer, representative, or agent)

\_\_\_\_\_, herein referred to as the "Subcontractor";

(2) S/He is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the Contract for Permanent Sealing of Sewer and Water Services, Project # \_\_\_\_\_ for the Department of Neighborhood Services of the City of Milwaukee, Wisconsin;

(3) Such Subcontractor's bid is genuine and is not a collusive or sham bid;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the prices in said Subcontractor's bid, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) Per changes in State Statute 66.0903, effective July 1, 2011, prevailing wage rates DO NOT apply to work advertised or performed under these bid/contract documents.

(7) The Subcontractor also agrees to comply with the applicable regulations, amendments, or modifications of:

A. Equal Employment Opportunity Clause as stated elsewhere in this contract pursuant to Section 116 of the Housing Act of 1949, as amended and Executive Order Number 11246 of September 28, 1965, and 11375 of October 13, 1967.

B. Federal Labor Standards Provisions marked HUD-3200 as amended.

C. "So-Called Anti-Kickback Act and Regulations Promulgated Pursuant Thereto by the Secretary of Labor, United States Department of Labor."

(Signed) \_\_\_\_\_

\_\_\_\_\_

Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

Title

My commission expires: \_\_\_\_\_

**3.7.0. CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ Secretary of the corporation  
named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on  
behalf of the Principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is genuine, and that said  
bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of  
its governing body.

\_\_\_\_\_ (Corporate)  
Title \_\_\_\_\_ (Seal)

PERFORMANCE AND PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_,  
as PRINCIPAL, of

\_\_\_\_\_  
(Street and Number) (City) (State)

and \_\_\_\_\_,  
of \_\_\_\_\_, as SURETY, are held and firmly bound  
(Home Office)

unto the Department of Neighborhood Services of the City of Milwaukee, Milwaukee, Wisconsin,  
hereinafter called the "Building Inspector," in the penal sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a  
certain contract, hereto attached with the Building Inspector,  
Dated \_\_\_\_\_, 20\_\_\_\_.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the  
undertakings, covenants, terms, conditions and agreements of said contract during the  
original term of said contract and any extensions thereof that may be granted by the  
Building Inspector with or without notice to the surety and during the life of any guaranty  
required under the contract and shall also well and truly perform and fulfill all  
undertakings, covenants, terms, conditions and agreements of any and all authorized  
modifications of said contract that may hereafter be made; and also, if the PRINCIPAL shall  
promptly pay all wages of laborers, workers, or mechanics to be employed by him for all work  
done or labor performed, or who may be employed by any subcontractor in the work called for  
by said contract and any and all modifications of said contract; and also, if the PRINCIPAL  
shall promptly pay all furnishers of material, supplied to himself, or by subcontractors, or  
furnished to subcontractors, and used in the construction, erection, alteration, or repairs  
of the work called for by said contract and any and all modifications of said contract; and  
also, if the PRINCIPAL shall pay or cause to be paid all sums due for materials or supplies  
furnished to said contractors, or any subcontractor, for use in machines used by the  
contractor, or any subcontractor in the construction, erection, alteration or repair of the  
work specified in the said contract and any and all modifications of said contract and also,  
if the PRINCIPAL shall fully secure, protect, and indemnify the said Building Inspector, its  
legal successors and representatives from all liability in the premises, including all costs  
of Court and attorney's fees, made necessary or arising from the failure, refusal or neglect  
of the aforesaid PRINCIPAL to comply with all of the obligations assumed by said PRINCIPAL  
or any subcontractors in the connection with the performance of said contract, and any and  
all such modifications of said contract; and also if the PRINCIPAL shall deliver all the  
work called for by said contract of the PRINCIPAL with the Building Inspector free from any  
and all claims, liens and expenses, and in accordance with the terms and provisions of said  
contract and any and all modifications of said contract; then this said bond shall become  
null and void, and otherwise it shall remain in full force and effect.

The undersigned SURETY does further hereby consent and yield to the jurisdiction of  
the state civil courts of the County of Milwaukee, of the State of Wisconsin, and does  
hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the  
undersigned SURETY. The PRINCIPAL and SURETY severally and jointly agree that this bond,  
and the undertakings contained herein, are for the benefit of any and all subcontractors and  
other persons furnishing materials or labor to the contractor or for the performance of the  
PRINCIPAL of said contract with the Building Inspector, as originally executed by said  
PRINCIPAL and the Building Inspector or as thereafter modified, and that any such  
subcontractor or persons furnishing labor or materials may bring suit on this bond or any  
undertaking herein contained, in the name of the Building Inspector against the said  
PRINCIPAL and SURETY or either of them.

No modifications, omissions or additions, in or to the term of said contract, the plans or specifications, or the manner and mode of payment, shall in any manner affect the obligations of the undersigned SURETY in connection with the aforesaid contract. Notice to the SURETY of any and all modifications in said contract of the PRINCIPAL with the Building Inspector, and of any additions or omissions to or from said contract are hereby waived by the SURETY.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attest:

\_\_\_\_\_  
(Principal)  
\_\_\_\_\_  
(Business Address)  
Affix corporate seal

By \_\_\_\_\_

Attest: Title \_\_\_\_\_  
\_\_\_\_\_  
(Corporate Surety)  
\_\_\_\_\_  
(Business Address)  
Affix corporate seal

By \_\_\_\_\_

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ Dollars per thousand.  
The total amount of premium charged is \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_).  
(The above is to be filled in by SURETY)

(Power-of-attorney for person signing for surety company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am an officer of the corporation named as PRINCIPAL in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the PRINCIPAL was then \_\_\_\_\_ of said corporation; that I know his or her signature, and his or her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

Affix \_\_\_\_\_ corporate seal

performancebond



FORM B (3/13)  
 CITY OF MILWAUKEE DEPARTMENT OF NEIGHBORHOOD SERVICES  
 AFFIDAVIT OF COMPLIANCE WITH THE  
 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

BIDS DUE 11-30-15

Sealing of sewer and water service during demolition

The bidders minimum commitment for SBE participation on this project is as follows:

<b>REQUIRED OVERALL PROJECT PARTICIPATION</b>			
	<b>SBE</b>	<b>25%</b>	

The Commissioner of the Department of Neighborhood Services reserves the right to reject and disqualify any bid that does not achieve the percentage requirement for this project. This also applies if the undersigned contractor fails to comply with the City's requirements as outlined in the SBE provisions.

The undersigned hereby states that s/he has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors and/or material suppliers for such bid.

The undersigned acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's SBE policy to achieve the City's stated percentage requirements for SBE participation on this contract, including submission of the information required by the proposed schedule of subcontractors and/or material suppliers.

**CONTRACTOR AFFIRMS THAT THEY WILL MEET THE FOLLOWING MINIMUM SBE PROGRAM REQUIREMENTS:  
 (BIDDER MUST WRITE IN PERCENTAGE AND SUBMIT WITH BID DOCUMENTS.)**

**SBE:** \_\_\_\_\_ %

The undersigned also states that all the submitted SBE information is true and correct to the best of his/her knowledge.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company Name

STATE OF WISCONSIN )  
 COUNTY OF MILWAUKEE )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_,

\_\_\_\_\_ who acknowledges that s/he executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, Milwaukee County, WI

My Commission expires:

—

**City of Milwaukee  
Department of Public Works  
Local Business Enterprise Provisions**

I. General:

- A. In accordance with Chapter 365 of the Milwaukee Code of Ordinances, the application of a Local Business Enterprise (LBE) program is required in all contracting activities of the Department of Public Works, unless contrary to federal, state or local law or regulation. To this end, the Commissioner of Public Works, as a contracting officer of the City, will apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.
- B. Bidders seeking the Local Business Enterprise preference shall prepare and submit with the bid an accurate affidavit certifying their LBE status. Failure to do so may result in an LBE forfeiting their rights to be considered for the program.
- C. Sanctions – If any document submitted to the city by a contractor under this chapter for the purpose of participating in any city contract contains false, misleading or fraudulent information, the Commissioner of Public Works, may direct the imposition of any of the following sanctions on the offending contractor:
  - 1. Withholding of payment.
  - 2. Termination, suspension or cancellation of the contract in whole or in part.
  - 3. Denial to participate in any further contracts awarded by the City.
- D. Penalty – Any person, firm or corporation knowingly engaging in fraud, misrepresentation or in any attempt, direct or indirect, to evade the provisions of this chapter by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than \$2,000 nor more than \$5,000 together with the costs of prosecution.
- E. Right to Appeal – All contracts awarded under ss. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with any applicable City Ordinances relating to the participation of Local Business Enterprises. Following the opening of any bid where the Commissioner has considered compliance with such City Ordinances, the Commissioner shall publish in an official City newspaper his or her determination as to the lowest responsible bidder. Any bidder who objects to the determination based on the consideration of such City Ordinances, may appeal the recommendation by filing a written appeal with the Commissioner within five (5) working days of the date of publication. The appeal shall state the specific objection to the determination, including supporting documentation, and specify an alternative determination. Any appeals that do not conform to this section shall not be considered. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee, and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

II. Definitions:

A. Local Business Enterprise means a business which satisfies all of the following criteria:

1. Owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
2. A residential address may qualify, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
3. Leased property may qualify but only if at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
4. Has been doing business in the City of Milwaukee for at least one (1) year.
5. Is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
6. Will perform at least 10% of the monetary value of the work required under the contract.

III. Local Business Enterprise requirement:

- A. Department of Public Works shall, unless contrary to federal, state or local law or regulation, apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.
- B. If the bids of two or more Local Business Enterprises do not exceed the lowest bid by more than 5%, the contract shall be awarded to the Local Business Enterprise that submitted a bid that exceeded the lowest bid by the smallest amount.
- C. If a bid submitted by a non-Local Business Enterprise and a bid submitted by a Local Business Enterprise are identical, the contract shall be awarded to the Local Business Enterprise, even if the bids are only identical due to the 5% award standard provided for in this chapter.
- D. If two bids submitted by two Local Business Enterprises are identical, the winner will be determined in accordance with the process for tie-breakers as established by the city purchasing director.
- E. If the difference between the low bidder's amount and the lowest Local Business Enterprise amount is within 5% of the low bidder and exceeds \$25,000, then the provisions in section III-A shall not apply.
- F. Paragraph III-A shall only be applied to the "base bid".



Revised December 17, 2009  
Revised February, 2010

DEPARTMENT OF NEIGHBORHOOD SERVICES  
CONTRACT DIVISION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM  
AFFIDAVIT OF COMPLIANCE

**IMPORTANT: This form must be submitted with your bid to be considered for LBE status.**

Bid/RFP #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

This affidavit of compliance will be the contractor's sworn statement that the business meets the following criteria:

1. The business owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
2. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
3. Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
4. The business has owned or leased real property within the geographical boundaries of the City of Milwaukee *and* the business has been doing business in the City of Milwaukee for at least one (1) year.
5. The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
6. The business will perform at least 10% of the monetary value of the work required under the contract.

**SITE VISITS:** Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

If applicable, initial here \_\_\_\_\_ if criteria in #3 above is satisfied.  
Initial

(continued on next page)

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARIZATION**

Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, at  
\_\_\_\_\_ County, \_\_\_\_\_ State.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

(SEAL)

PRINT NAME: \_\_\_\_\_  
expires: \_\_\_\_\_

My commission

**PLEASE SUBMIT THIS FORM WITH YOUR BID TO:**  
**DEPT. OF NEIGHBORHOOD SERVICES**  
**841 NORTH BROADWAY, ROOM 105**  
**MILWAUKEE, WISCONSIN 53202**



Revised December 17, 2009  
Revised February, 2010

DEPARTMENT OF NEIGHBORHOOD SERVICES  
CONTRACT DIVISION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM  
BUSINESS PROPERTY LOCATION FORM

**Important Note:** This form must be submitted with your bid to be considered for LBE status.

Bid / RFP # \_\_\_\_\_

**Property Location 1** Check one: Own [ ] Lease [ ]

Name:	
Address:	
City, State, Zip	

**Property Location 2** Check one: Own [ ] Lease [ ]

Name:	
Address:	
City, State, Zip	

**Property Location 3** Check one: Own [ ] Lease [ ]

Name:	
Address:	
City, State, Zip	

**Property Location 4** Check one: Own [ ] Lease [ ]

Name:	
Address:	
City, State, Zip	

**PLEASE SUBMIT THIS FORM WITH YOUR BID TO:**  
DEPT. OF NEIGHBORHOOD SERVICES  
841 NORTH BROADWAY, ROOM 105  
MILWAUKEE, WISCONSIN 53202