City Of Milwaukee
Department Of City Development
BID DESK, Second Floor
809 N. Broadway, Milwaukee, Wisconsin 53202

INVITATION TO BID

Commissioner of Department of City Development
Phone: 414-286-5800

OFFICIAL NOTICE NO. 57354

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of City Development BID DESK, located on the second floor at 809 N. Broadway, Milwaukee, Wisconsin 53202, no later than **June 18, 2012 at 11:00 A.M.**

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No.57336, General Specifications, Detailed Specifications, the Scope of this particular project, and the proposed contract..

Your bid must meet the Detailed Specifications and the Plans for this particular project.

You must agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq.

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

NOTE: Also **read** the General Official Notice to Contractors, General and Detailed Specifications and the Scope of this particular project.

DESCRIPTION **General Contracting Services**
3402 W. St. Paul
Housing Infrastructure Preservation Program
Milwaukee, WI

DETAILS OF SPECIFICATIONS: dated May 24, 2012

CITY OF MILWAUKEE
SPECIFIC OFFICIAL NOTICE NO. 57354

FOR: **General Contracting Services**
3402 W. St. Paul
Housing Infrastructure Preservation Program
Milwaukee, WI

The M/W/SBE Requirement for this Project is:25%
(5.7% African-American and 19.43% SBE)
The Residency Requirement for this Project is: 40%
The Apprenticeship Requirements for this Project are: N/A

Liquidated damages per diem: $75.00

Time for Completion: All work to be completed within 30 days after receipt of the Notice to Proceed letter

BID SECURITY REQUIRED: BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR CASH TO ACCOMPANY BID: 10% OF CONTRACTOR'S BASE BID.

DETAILED SPECIFICATIONS: May 24, 2012

THE SUCCESSFUL CONTRACTOR SHALL FURNISH A PERFORMANCE BOND AND A PAYMENT BOND IN THE AMOUNT OF 100% OF THE BID WITH EACH EXECUTED CONTRACT.

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE **OFFICES OF THE DEPARTMENT OF CITY DEVELOPMENT ON MONDAY June 18, 2012 at 11:00 A.M.**

Copies of the Bid Package may be obtained at the Department Of City Development BID DESK, **Second Floor, 809 N. Broadway,** Milwaukee, Wisconsin 53202 or free of charge or via the Internet at:

http://city.milwaukee.gov/Projects/RequestsforProposals.htm

THE CONTRACTOR SHALL SPECIFICALLY NOTE THE MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE PROGRAM and RESIDENCY FORMS FOR THIS PROJECT. IF THE FORMS ARE NOT FILLED OUT PROPERLY, IT WILL BE CAUSE FOR REJECTION OF THE BID.

Contractor must comply with all provisions of the CITY OF MILWAUKEE OFFICIAL NOTICE TO CONTRACTORS, published above.

Please e-mail Scott Stange with any questions regarding this bid: sstang@milwaukee.gov. The deadline for questions will be **Monday, June 11, 2012**. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this Bid by **Tuesday June 12, 2012** and will be posted on the above referenced website. Bidders will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the Invitation for Bid, and all Bidders shall be bound by such, whether or not received by the Bidder.

OFFICIAL NOTICE 57354

General Contracting Services
3402 W. St. Paul
Housing Infrastructure Preservation Program
Milwaukee, WI

B I D

City Of Milwaukee
Department Of City Development
BID DESK, Second Floor
809 N. Broadway, Milwaukee, Wisconsin 53202

Bids Close: **MONDAY, June 18, 2012@ 11:00 A.M.** (Time and Date)

Submit bids to: **Department Of City Development BID DESK**
809 N. Broadway, Second Floor
Milwaukee, Wisconsin 53202.

The undersigned _____
(A Corporation) (A Partnership) (use one) (An Individual)

of _____
Street City Zip Code Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the price hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, General Specifications, Detail Specifications, the Scope of this particular project and Addenda's, if any, for this particular project on file in the office of the Commissioner of Department of City Development, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Department of City Development), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, general specifications, detail specifications, the scope of this particular project, schedule of fixed prices, supplemental agreements and all addenda.

In case of obtaining the award, the undersigned bidder anticipates using, subject to the approval of the Commissioner, the following subcontractors, with the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the Commissioner:

Name of Proposed Subcontractors	Class of Work	Amount	Check Box If MWSE

FOR: **General Contracting Services**
3402 W. St. Paul
Housing Infrastructure Preservation Program
Milwaukee, WI

ALL BIDS MUST BE TYPED OR PRINTED

BASE BID:

Each Bidder shall submit a lump sum price to include the labor, equipment and materials necessary and required to perform all of the General Contracting Services listed in the project specific scope, in accordance with the bid documents and specifications herein

LUMP SUM

(Bid in figures) $_____LUMP SUM

(Bid in words) $_____LUMP SUM

*** IMPORTANT NOTICE ***

ALL BID PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

IN ADDITION, IF THERE IS A DISCREPANCY BETWEEN THE TOTAL INDICATED IN THE PROPOSAL AND THE AMOUNT OBTAINED BY ADDING THE PRODUCTS OF THE QUANTITIES TIMES THE UNIT PRICES, THE LATTER SHALL GOVERN. ANY ERRORS FOUND IN THE TOTAL INDICATED SHALL BE CORRECTED AND THE CONTRACT AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE CORRECTED TOTAL.

If DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

ACKNOWLEDGEMENTS PAGE

Official Notice No. 57354
Project No. _____

MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined in the MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE PROGRAM (M/W/SBE), the Resident Preference Program and the Apprenticeship Program provisions. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for M/W/SBE participation on this project is 25 %
(5.7% African-American and 19.43% SBE)

The bidder's commitment for Resident Preference Program Participation on the project is 40 %

The bidder's commitment for Apprenticeship Program participation on this project is:
Apprentice(s) from 0 of the following trade(s) are to be employed.

In submitting this bid, the bidder understands that the Commissioner of Department of City Development reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Department of City Development) and furnish the required performance and payment bonds, and to meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that pursuant to Sec. 7.14, Milwaukee City Charter, 1971 Compilation, as amended, failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

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.

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Invitation to Bid, General Specifications, Detailed Specifications, the Scope of this particular project and Addenda's, if any, for this particular project have been read and has a full understanding of the provisions therein.

SIGNATURE PAGE – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED OR BID WILL BE CONSIDERED NONRESPONSIVE.

Rev. 2/2012

Official Notice No. _____
Project No. _____

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Official Notice, Invitation to Bid, General Specifications, Detailed Specifications, the Scope of this particular project and Addenda's, if any, for this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by: _____
Name of Bidder (person, firm or corporation)

Telephone No: _____

Fax No: _____

Address: _____

_____
(City, State, Zip Code)

MUST BE SIGNED

Signed per _____
(Manual **signature required**)

Official Capacity _____

BID DATED _____ M/W/S/BE Contractor: Yes/Designation: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

MUST BE SIGNED

Signature _____

_____
(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20___

_____
(Notary Signature)

Notary Public, _____ County
State of _____

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____
(owner, partner, officer, representative, or agent)

of _____, the Bidder that has submitted the attached Bid;

(2) 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 in any manner, directly or indirectly, sought by agreement or collusion or 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 any 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 Commissioner of Department of City Development or any person interested in the proposed Contract; and

(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.

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

_____
Notary Signature

My commission expires _____, 20_____.

Contractor Experience/Project References

COMPANY NAME: _____

YEARS IN BUSINESS: _____

Pursuant to **Section II (D) of the Specifications**, Bidder shall provide references for residential restoration/rehabilitation projects of similar types and sizes (e.g. rebuilt porches, siding, trim work, masonry) in which the Bidder has successfully completed, with his/her own personnel and not by or through a subcontractor. It is preferred that these references be for older/historically significant and architecturally significant homes similar to this project to which the low bidder proposes to service under this contract.

(Contractor shall provide same information for M/W/SBE subcontractor or other subcontractors as required to meet needs of this contract.)

==========

Project Address: _____

City/State/Zip: _____

Contact Person and Title: _____

Describe Services Rendered: _____

_____

Time of Completion: _____

==========

Project Address: _____

City/State/Zip: _____

Contact Person and Title: _____

Describe Services Rendered: _____

_____

Time of Completion: _____

==========

Project Address: _____

City/State/Zip: _____

Contact Person and Title: _____

Describe Services Rendered: _____

_____

Time of Completion: _____

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State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

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

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

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met**.

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

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

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

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

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

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

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

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

Revised: 7/15/2009
Updated 1/2012

City of Milwaukee
Department of City Development
Residents Preference Program Provisions

I. General

A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of City Development (DCD). The ordinance requires that 40% of WORKER HOURS worked on a DCD contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Commissioner of Department of City Development determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner of Department of City Development may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that a minimum 40 % of WORKER HOURS will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required, or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the department setting forth the facts upon which the request for adjustment is based.

B. The contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City. The contractor shall prepare and submit accurate and timely resident utilization forms and reports to the Department of City Development. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. The reports shall identify the name, address, race, gender, work classification, wage rates and hours worked of all employees utilized on the contract by the contractor and all subcontractors. Failure to submit the required forms and reports to the Department of City Development may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the Department of City Development.

C. During the performance of this contract the Department of City Development reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of the Department of City Development will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this ordinance, the Department of City Development may take one or more of the actions listed below.

1. Withhold payments on the contract.

2. Terminate or cancel the contract, in whole or in part.

3. Consider possible debarment of the contractor from bidding for a period of up to two years.

4. Any other remedy available to the City at law or in equity.

D. The penalty for any person, firm, or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading, or fraudulent information shall, upon conviction, forfeit not less than $1,000 or more than $5,000 together with the costs of prosecution and, upon default of payment, shall be imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

II. Definitions

A. RESIDENT – A person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the City. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.

B. UNEMPLOYED or UNDEREMPLOYED – a RESIDENT that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted by the Wisconsin Department of Public Instruction to define eligibility for reduced lunch in public schools. A RESIDENT will continue to qualify as unemployed or underemployed for five (5) years from the date he or she first participates in a contract under Chapter 309. If a RESIDENT becomes an apprentice for a contractor or becomes a participant in an on-the-job training program as determined by the City immediately after or in the course of performing on a particular construction contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding 5 years from the date the person became an apprentice or participant in such on-the-job training program.

C. WORKER HOURS – means the total hours worked on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. In determining the total worker hours to be furnished at a construction site, the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. "Worker hours" includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

III. Residency Utilization Requirements

A. The contractor shall utilize UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City in a minimum amount equal to the percentage of the WORKER HOURS stated in paragraph IA above.

B. The contractor, by signing and submitting a bid, certifies that it understands the provisions of Chapter 309 and knows of and intends to comply with them, and shall ensure that all subcontractors are also informed.

C. The contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the City. These records

shall be maintained for seven (7) years after the contractor has received final payment under the contract and shall be made available to the Commissioner of the Department of City Development upon reasonable notice.

D. Compliance with these residency requirements is an element of bid responsiveness. Failure to meet the specified residency requirements will render the bid unresponsive, and the Commissioner of the Department of City Development may then recommend the award to the next apparent low bidder.

E. The City recognizes the following two organizations which can be contacted for access to trained or qualified workers from the City. Other organizations or sources of qualified RESIDENTS can be used at the bidder's discretion.

1. Milwaukee Urban League, located at 435 West North Avenue, Milwaukee, WI 53212. Telephone number 414-374-5850 Ext. 103, fax number 414-374-1995.

2. Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.

F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of the Department of City Development.

G. 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 the Department of City Development to the lowest responsible bidder determined in accordance with any applicable City ordinances relating to the participation of MWSBE Programs or requiring participation of City RESIDENTS. 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.

FORM I (Rev.2009)

_____
Contractor Name

_____
DPW Contract No.

Employee Affidavit
Residents Preference Program

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at _____,Milwaukee, WI _____
(Address) (Zip Code)

Residency status:

To verify my resident status, attached please find the following (check one)

_____ Copy of my voter's certification form.
_____ Copy of my last year's Form 1040.
_____ Copy of my current Wisconsin Driver's License or State ID.
_____ Copy of Other (i.e., Utility bill, Lease, etc.)

AND

Unemployment status:

I certify that I have been unemployed as follows: (Check those that apply)

_____ I have worked less than 1,200 hours in the preceding 12 months.
_____ I have not worked in the preceding 30 days.

OR

Underemployed status:

_____I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.

_____
Print Name

_____
Sign Name

_____
Social Security Number

_____
Home Telephone Number

Subscribed and sworn to me this _____day

Of _____, _____ A.D.

My Commission Expires _____.

_____
Notary Public Milwaukee County

Income Eligibility Guidelines
July 1, 2011 thru June 30, 2012

Eligibility determination is based on household size and income. Total income must be at or below the amount in the table.

Household Size	Yearly	Monthly	Twice per Month	Every 2 Weeks	Weekly
1	20,147	1,679	840	755	388
2	27,214	2,268	1,134	1,047	524
3	34,281	2,857	1,429	1,319	660
4	41,348	3,446	1,723	1,591	796
5	48,415	4,035	2,018	1,863	932
6	55,482	4,624	2,312	2,134	1,067
7	62,549	5,213	2,607	2,406	1,203
8	69,616	5,802	2,901	2,678	1,339
9	76,683	6,391	3,196	2,950	1,475
10	83,750	6,980	3,491	3,222	1,611
11	90,817	7,569	3,786	3,494	1,747
12	97,884	8,158	4,081	3,766	1,883
For each Additional Household Member Add	7,067	589	295	272	136

Source: Wisconsin Department of Public Instruction School Nutrition Programs

City Of Milwaukee

Department Of City Development

Minority/Women/Small Business Enterprise (MWSBE) Provisions

I. General

A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Minority/Women/Small Business Enterprise (M/W/SBE) participation is required in all contracting activities of the Department of City Development. The ordinance requires that certified MWSBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of the Department of City Development, as a contracting officer for the City, requires all bidders to utilize MWSBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum 25 % MWSBE participation.

B. The prime contractor shall prepare and submit accurate and timely MWSBE utilization forms and reports to the Department of City Development. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and MWSBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of City Development may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final MWSBE utilization reports and MWSBE subcontractor payment certification forms are on file with the Department of City Development.

C. During the performance of this contract, the Department of City Development reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of the Department of City Development will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of City Development may take one or more of the actions listed below:

1. Terminate or cancel the contract, in whole or in part.

2. Consider possible debarment of the prime contractor from bidding.

3. Withhold payments on the contract.

4. Any other remedy available to the City at law or in equity.

II. Definitions

A. "MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE" (MBE), (WBE) or (SBE) means a small business concern that is 51% owned, operated and controlled by one or more individuals who are a minority, woman and/or a small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.

B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:

1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.

2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.

3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. MWSBE Utilization Requirements

A. Each prime contractor shall utilize MWSBE to a minimum of 25 % on this contract. Note that the prime contractors shall be required to attain MWSBE participation on their base bid including specified allowances, alternatives, and change orders. MWSBE commitments relative to contract award shall be based upon the approved MWSBE Compliance Plan (Form A).

B. The determination of MWSBE utilization shall be based on the following criteria:

1. The firms identified as MWSBE by the prime contractor on the MWSBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.

2. The prime contractor shall be credited for the entire expenditure to MWSBE firms only if all of the identified scope of work is performed directly by the certified MWSBE firm.

3. The prime contractor shall be credited for the entire expenditure to MWSBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the MWSBE goals may be expended for MWSBE suppliers that do not manufacture products they supply.

4. The prime contractor shall count toward the MWSBE requirement only those payments to MWSBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an MWSBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an MWSBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an MWSBE, the full amount of the work performed by that third tier MWSBE can be counted toward MWSBE participation. However, if the third party subcontractor is not an MWSBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-MWSBE subcontractor. MWSBEs are required to notify the Department of City Development if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the MWSBE requirement. The Commissioner of the Department of City Development will make the final determination and evaluation of whether the MWSBE is performing a commercially-useful function.

C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed MWSBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."

1. Information on Form A shall include, but not be limited to:

a. The names, addresses, telephone numbers, MWSBE Certification designation and contact person names for the certified MWSBE contractors that will participate on the project as subcontractors or suppliers;

b. A description of the scope of work to be performed by the MWSBE on this project; and

c. The MWSBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.

2. Listing an MWSBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the MWSBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.

3. MWSBE participation is an element of bid responsiveness. Failure to meet the specified MWSBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified MWSBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.

4. Only MWSBEs that have been certified by the Office of Small Business Development may be listed on the MWSBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified MWSBE firms is maintained at:

Office of Small Business Development
200 East Wells Street
City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752

D. After execution of the contract, if for any reason an MWSBE cannot perform, the prime contractor shall contact the Commissioner of the Department of City Development for approval to substitute another certified MWSBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-MWSBE firm may be substituted with the approval of the Commissioner of the Department of City Development.

E. If the prime contractor has a problem in meeting the MWSBE requirements or if any other problems relative to MWSBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of the Department of City Development.

F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.

G. 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 the Department of City Development to the lowest responsible bidder determined in accordance with applicable City ordinances for participation of the Office of Small Business Development. Following the opening of any bid involving a determination under applicable City ordinances for participation of M/W/SBE, the Commissioner of the Department of City Development shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to

the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for participation of M/W/SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of the Department of City Development within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, include supporting documentation and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair and the Director of the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have authority by majority vote to affirm or set aside the recommendation of the Commissioner of the Department of City Development and its decision in this regard shall be final. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

City of Milwaukee

CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM A - COMPLIANCE PLAN

This compliance plan must be completed in its entirety and is a **required** submission with an Invitation to Bid or a Request for Proposal regardless of M/W/SBE participation or the lack thereof.

I. GENERAL INFORMATION (REQUIRED)

BID # _____

Description: _____

_____

_____

Participation

MBE	
African-American	%
Asian-American	%
Hispanic	%
Native American	%
WBE	%
SBE	%

Description

MBE - Minority business enterprise

WBE - Woman-owned business enterprise

SBE - Small business enterprise

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Print Name: _____ Title: _____

City of Milwaukee Certified: _____ MBE _____ WBE _____ SBE

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge. I further understand and agree that this compliance plan is a condition of my Bid/RFP responsiveness. Failure to submit this form and/or meet the specified M/W/SBE requirements may render the Bid/RFP unresponsive.

Name of Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

FOR STAFF USE ONLY

Purchasing Agent Signature: _____ Date: _____

Contracting Department: _____

Reviewed by: _____ Title: _____

Phone: _____ Date: _____

Data entered by OSBD Staff: _____ Date: _____

CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
CONTRACTOR COMPLIANCE PLAN

List all subcontractor information in its entirety. Only M/W/SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified M/W/SBE requirements. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

IV. SUBCONTRACTOR INFORMATION

Subcontractor Name: _____

Work performed / Materials supplied: _____

City of Milwaukee Certification: _____MBE _____WBE _____SBE

Proposed Award: $_____ / _____%

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____
Owner/Representative Signature: _____ Date: _____

Subcontractor Name: _____

Work performed / Materials supplied: _____

City of Milwaukee Certification: _____MBE _____WBE _____SBE

Proposed Award: $_____ / _____%

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____
Owner/Representative Signature: _____ Date: _____

Subcontractor Name: _____

Work performed / Materials supplied: _____

City of Milwaukee Certification: _____MBE _____WBE _____SBE

Proposed Award: $_____ / _____%

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____
Owner/Representative Signature: _____ Date: _____

PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION

Department of Administration - Business Operations Division
Office of Small Business Development
City Hall, Room 606
200 East Wells Street
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 286-8752
www.milwaukee.gov/osbd

City of Milwaukee

CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT

FORM D

MONTHLY REPORT

The monthly report should be completed in its entirety and submitted **no later than the 20th of every month** to DOA-Office of Small Business Development. If this represents the final report, Form E - M/W/SBE Payment Certification should be attached for each subcontractor.

SECTION I. GENERAL INFORMATION (REQUIRED)

Month: _____ Final Report: _____yes _____no

Prime Contractor: _____

Address : _____ City/State/Zip: _____

City of Milwaukee Certified: _____MBE _____WBE _____SBE

Purchase Order / Contract # : _____ Project Name / Number: _____

Description of service performed and/or materials supplied: _____

Prime Contractor's Total $ _____ Prime Contractor's YTD $: _____

Start Date: _____ Completion Date: _____

Participation Requirement $_____ / _____%

Participation Requirement

MBE	
African-American	%
Asian-American	%
Hispanic	%
Native American	%
WBE	%
SBE	%

Description

MBE - Minority Business Enterprise

WBE - Woman Business Enterprise

SBE - Small Business Enterprise

SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)

List all M/W/SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. Only M/W/SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified M/W/SBE requirements. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

Name of M/W/SBE Firm	Service Performed / Material Supplied	Amount Paid for the Month ($)	Total ($) Paid Y-T-D
	Total Payments to M/W/SBE (s)		

SECTION III. ACKNOWLEDGEMENT (REQUIRED)

I/we hereby certify that I/we have ready the above and approved this information to be precise and confirmed. I further understand that failure to return this form by the specified time may cause a delay in payments (if applicable).

Report Prepared by: _____ Title: _____ Date: _____

Authorized Signature: _____ Title: _____ Date: _____

Department of Administration - Business Operations Division
Office of Small Business Development
City Hall, Room 606
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 414-286-8752
www.milwaukee.gov/osbd

Directions for Completing Form D - Monthly Report

Section I. General Information

Please provide all contractual information as indicated in Section I.

If the purchase order/ contract or project requires Minority Business Enterprise (MBE), Woman Business Enterprise (WBE) and/or Small Business Enterprise (SBE) requirements, please indicate the percentage in the designated area.

Section II. Subcontractor Information

Monthly reports are due by the 20th of each month via fax at 414-286-8752 or US Postal Service.

The data should indicate payments for the previous month. If there are zero payments for a reporting period, a monthly report indicating such should still be submitted.

Only report payments to City of Milwaukee MBE, WBE and/or SBE firms. Non-M/W/SBE firms will not be counted towards participation requirements.

Please duplicate the form if you need to add additional payment information.

Section III. Acknowledgement

Sign and date Form D signifying that all information in precise and confirmed. Unsigned forms will not be accepted.

City of Milwaukee

CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT

FORM E

M/W/SBE SUBCONTRACTOR FINAL PAYMENT CERTIFICATION

This form is to be completed and signed by the Prime Contractor and M/W/SBE subcontractor firms that were utilized in connection with contract listed below, either for service performed and/or as a supplier.

Prime Contractor Name: _____

Prime Contractor's Bid or RFP#: _____ Purchase Order or Contract # _____

Project Name: _____

I hereby certify that our firm has paid the listed amount to the M/W/SBE Subcontractor as indicated below for work performed and/or material supplied on the above contract.

Authorized Signer: _____ Date: _____

Subcontractor Name:_____

Certification: _____MBE _____WBE _____SBE

Total payment received $_____

I hereby certify that our firm has received the listed amount from the Prime Contractor as indicated above for subcontract work performed and/or material supplied on the above contract.

Owner/Representative Signature:_____ Date: _____

Submit this form with the Prime Contractor's **final FORM D** (M/W/SBE Monthly Report) to:

Department of Administration
Office of Small Business Development
City Hall – Room 606
200 East Wells St
Milwaukee, WI 53202
(or fax to 414-286-8752)

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. All contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

The City shall make the information contained in the affidavit available to the public. Any contract between the City and a contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void. To reference Milwaukee Code of Ordinances 310-14, please see:

http://cctv25.milwaukee.gov/code/volume3/ch310.pdf

CITY OF MILWAUKEE - DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT

AFFIDAVIT OF COMPLIANCE

DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to 1865.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20___

NOTARY PUBLIC _____County, _____State _____

SIGNATURE: _____

PRINT NAME: _____ (Seal)

My commission expires: _____

Ref: slaverydisclosureaffidavit

NOTICE

HOURLY RATE FOR EMPLOYEES WORKING ON CITY OF MILWAUKEE CONTRACTS SHALL NOT BE LOWER THAN

$9.18 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/2012

Per Section 310-13, Milwaukee Code of Ordinances

CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT

DEPARTMENT OF CITY EVELOPMENT-PROCUREMENT SERVICES SECTION
LIVING WAGE COMPLIANCE REPORT

CONTRACT NUMBER:_____ DATE:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME/PHONE:_____

COMPANY NAME:_____

FINAL REPORT? ( ) YES ( ) NO 3 MONTH REPORT ? ( ) YES ( ) NO

NOTE: IF FINAL REPORT, PLEASE COMPLETE THE BOTTOM PORTION OF THIS FORM.

In order to audit your compliance with the Living Wage Ordinance (Living Wage hourly rate of $9.18 effective 3/1/2012), please complete the following report and submit to the DDC-Procurement Services Division, 809 North Broadway, Milwaukee, Wisconsin 53202. This report is to be submitted within 10 days following the expiration of the contract, or every three (3) months, whichever occurs first.

TIME PERIOD	EMPLOYEE NAME	ADDRESS	WORK PERFORMED	TOTAL HOURS	HOURLY WAGE RATE	GROSS EARNINGS	VACATION, WELFARE, TRUST CONTRIBU-TION

Personally came before me on this _____ day of _____, 20____, (he/she) _____, who acknowledges that he/she 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.

(SEAL) _____ My commission expires _____
Signature

_____
Print Name

DEPARTMENT OF ADMINISTRATION-PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION

BID/RFP NUMBER:_____DATE: _____

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **$9.18** per hour. The undersigned agrees to make a sworn report within 10 days following the completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report from every subcontractor employed by the contractor, to the DCD - Procurement Services Division. Such report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than **$9.18** per hour, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

☐ ALL OF OUR EMPLOYEES RECEIVE AN HOURLY WAGE THAT IS GREATER THAN **$9.18/HOUR. NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED.**

I/We hereby state that I/we will comply with Section 310-13 of the City of Milwaukee Code of Ordinances as stated above:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

Personally came before me on this _____ day of _____ 20____ ,

(he/she) _____ who acknowledges that he/she 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 SIGNATURE

(SEAL)

_____

PRINT NAME

My commission expires:

Specifications

Department of Department of City Development
Official Notice #57354

General Contractor services
3402 W. St. Paul
Housing Infrastructure Preservation Program
Milwaukee, WI

I. INSTRUCTIONS TO BIDDERS

A. BID FORM: Submit a lump sum price for the work as indicated and specified herein, complete in every respect. Bids will not be accepted in any form except on the bid form included with this project manual. The contractor must recognize and abide by the right of the Owner (City of Milwaukee) to accept or reject any or all bids in the best interests of the City.

B. BID EVALUATION: Lump Sum for Labor and materials shall include: overhead, Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee), Sales Tax, Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, other expenses, and profit on "Wage Rate" and/or "cost".

C. EXCLUSIVITY OF WORK: The City reserves the right based on availability and need to acquire services outside this contract to best meet the needs of the City.

D. CONTRACT AWARD: The Commissioner of DCD will award the contract on the basis of the Bid Evaluation. The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids.

E. SITE VISIT: All contractors shall visit the project specific site, consult project manual, be familiar with the work of other contractors and determine for himself all conditions affecting the work.

Failure by a contractor to be familiar with the specific project shall not release him from any obligation under this contract to complete the work in strict conformity with the plans and project manual and all City, State and Federal Codes or regulations pertaining to the work.

F. CONSTRUCTION START AND COMPLETION DATES: The time allowed for completion is stated in the Specific Official Notice and shall start with the date on the Notice to Proceed which will be sent to the contractor following the signing of the contract. The time allowed includes the time required for fabricating and procuring material and doing the work at the building site.

G. BASE BID EXCLUSIONS: N.A. All work is to be performed under this contract.

H. ADDITIONAL PLANS/PROJECT MANUALS: The successful contractor will be responsible for furnishing all additional copies of plans, project manuals, addenda, etc., as may be needed by the contractor and subcontractors. Contractor shall have complete sets of plans and project manuals on the job site at all times. The City will cooperate by making originals available to the contractor/s printer of choice.

I. EXAMINE DOCUMENTS:

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the

contract documents.

2. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.

3. Additional charges will not be as considered for work which, prior to bidding, could reasonably be inferred as appropriate by examination of the contract documents, and closely reviewing the work as indicated above.

J. DEPARTMENT OF PUBLIC WORKS GENERAL SPECIFICATIONS:

1. Provisions of the Department of Public Works General Specifications ("**General Specifications**") dated January 31, 1992, and subsequent addenda, contained herein, except as may be modified or expanded upon in this project manual, shall apply to all contractors and subcontractors working on the project. (For a copy, please go to the following link and click on "General Specifications" http://www.mpw.net/services/bids_home)

2. For the completion of this project, references to "Commissioner of Public Works" within the above mentioned General Specifications, shall be interpreted to mean "Commissioner of Department of City Development."

II. GENERAL REQUIREMENTS:

A. BID GUARANTEE AND CONTRACT PERFORMANCE BOND: No bid will be received unless a certified check or bank draft payable to the Department of City Development, or a satisfactory bid bond in the amount not less than ten percent (10%) of the bid, shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the Agreement and a Performance Bond and Payment Bond in the amount 100% of the Bid amount within ten days after Notice of Award. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding Agents must be licensed in the State of Wisconsin In case the bidder fails to file such contract and bonds within the time set forth, the bid security shall be forfeited to the Department of City Development of the City of Milwaukee as liquidated damages.

B. INSURANCE

1. Before commencing work the Contractor/Vendor shall furnish the Department of City Development (DCD), for review and approval, evidence of the insurance requirements in the General Specifications.

2. The Contractor/vendor shall provide the DCD with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. The City shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. The Department of City Development shall be given thirty (30) days notice in advance of cancellation, non renewal, or material change in any insurance coverage. Failure to provide the insurance required shall permit the DCD terminate a Contract.

3. In addition, a notarized Affidavit of No Interest form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, deposing that no officer, official or employee of the Department of City Development

has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

4. The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the DCD.

5. The certificate holder shall be noted as:

City of Milwaukee
809 N. Broadway, 2nd floor
Attn: Purchasing/Contract Services,
Milwaukee, WI 53202

C. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work including but not limited to the following:

1. Safety Regulations: All work shall be done in accordance with the safety requirements referenced in the International Building Code, as adopted and amended by the State of Wisconsin and OSHA. Also, Contractor shall provide all barricades necessary to protect neighbors during the construction activities.

2. Contractor shall comply with all rulings, regulations and laws of the following shall be complied with in the completion of this project, including:

International Building Code, as amended and adopted by the State of Wisconsin
Plumbing and Drainage Codes of the City of Milwaukee
Ordinances of the City of Milwaukee
National Board of Fire Underwriters
OSHA
N FPA
FAA
NEC
IEEE
UL

3. The City of Milwaukee will provide the general building and occupancy permits. These are to be obtained by the contractor

4. Contractors shall obtain, from the City of Milwaukee Department of City Development and/or other government or private agencies, all special permits as may be necessary in their work.

5. Contractor shall obtain a **Home Improvement Contractor's License** to perform this work.

6. Contractors shall obtain all permits to occupy or work in the public way as may be necessary for their work.

7. Contractors shall notify the City and/or appropriate utilities when making utility connections as part of the project.

D. EXPERIENCE AND REFERENCES: Bidder shall provide the number of years the company has been in business. Also, Bidder shall provide references for residential restoration/rehabilitation projects of similar types and sizes (e.g. rebuilt porches, siding, trim work, masonry) in which the

Bidder has successfully completed, with his/her own personnel and not by or through a subcontractor. It is preferred that these references be for older/historically significant and architecturally significant homes similar to this project to which the low bidder proposes to service under this contract.

Contractor shall provide same information for M/W/SBE subcontractor or other subcontractors as required to meet needs of this contract

E. Contractor should prepare and submit to the Owner, for approval, a schedule fixing dates for the work to begin and end. Efforts shall be made to perform all work during normal working hours unless otherwise specifically approved. If circumstances dictate overtime or holiday work the decision to direct work during non-normal working hours shall be by the DCD staff as assigned by the Commissioner of DCD. Contractor is cautioned to make every effort to protect and maintain it in a weathertight manner while executing the work. The contractor will be held liable for any damage caused to the building(s) and ancillary structures, and/or injury to the occupants resulting from the execution of the work or from not exercising proper precautionary protective measures. Any cost of repair/replacement resulting from damages shall be at the contractor's expense.

F. Contractor shall furnish all labor, equipment, and all materials as specified herein and/or required to complete the work. All materials shall be new unless otherwise noted. All labor shall be performed by persons qualified and experienced in the respective construction trade.

G. INSPECTIONS:

1. DCD Staff, or designee, may provide daily inspection to verify compliance with contract documents, identify contractors and crews on the job, verify compliance with contract conditions (MWSBE, residency, wage requirements), and record job progress and conditions.

2. Contractors shall arrange with the Department of Neighborhood Services/Construction Trades Division and permit issuing agencies for all code compliance inspections as required by all permits including, but not limited to, the general building and all special permits issued by that agency.

3. Contractors shall arrange with the appropriate City agency for compliance inspections, as required, for all permits including, but not limited to, curb and pavement cuts and patches, and public way occupancy and utility connections

H. Liquidated Damages: $75.00 per calendar day. Should the CONTRACTOR fail to complete the work by the completion date of the contract or within such extra time as may have been allowed for delay by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the specified completion date. The said amount agreed upon is not a penalty but are liquidated damages for the loss to the Owner on account of expense due to the employment of engineers, designers, inspectors, and other employees after the expiration of the time of completion, and if applicable, expenses incurred as a result of the impact of the Contractor on other Contractors under this project or other contracts, and on account of the value of the operation of the works dependent thereon. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor.

I. WORK BY OTHERS:

1. Project roles are defined as follows:

a. OWNER – The City of Milwaukee.

b. OWNER's REPRESENTATIVE– Representative from the City of Milwaukee Department of City Development, or designee.

c. CONTRACTOR – The successful bidder of this contract.

d. CONTRACTOR's REPRESENTATIVE – The CONTRACTOR's Project Manager.

e. SUBCONTRACTOR(s) – Any lower-tiered CONTRACTOR to the CONTRACTOR.

2. The CONTRACTOR shall not obstruct or cause delay in progress of work by others on the Property. CONTRACTOR shall coordinate with others performing work at the property regarding access, material staging areas, and work schedules.

3. The CONTRACTOR shall coordinate all Work, or specifically identified portions of the Work, with the OWNER's REPRESENTATIVE to allow for entry to inside of the building, obtain direction for locating equipment and materials, and obtain prior approval from OWNER's REPRESENTATIVE for changes to the initial schedule

4. CONTRACTOR'S REPRESENTATIVE shall be experienced and shall be directly in charge of the installation, all staff, and staff contractors associated with this work.

J. SUPERVISION OF WORK:

1. Contractors shall furnish the services of an experienced foreman or superintendent.

2. He shall be constantly in charge of the installation of the work together with all subcontractors, skilled workers, helpers, and labor required to unload, transfer, erect, connect up, adjust, start, operate and test each system.

3. He shall be thoroughly acquainted with and be responsible for the various subcontractors' work so that it is properly coordinated and supervised to the satisfaction of the Commissioner of DCD or his representative.

K. INVOICING:

1. Pay applications to be submitted on a monthly basis. Applications shall include a summary of work occurring for previous month by unit cost.

2. Payments will be held if contract administrative requirements are not met, i.e. wages, MWSBE and/or RPP participation, or paper work for requirements are not up to date.

3. Contractor shall maintain individual invoices for each maintenance occurrence during previous month on a unit basis. These records must be submitted with monthly pay requests for request to be process.

L. WORK NOT INCLUDED: The City reserves the right to contract for other related services outside this contract. Nothing in these specifications shall be deemed to preclude this right the contractor shall not be entitled to compensation or damages for such services rendered by others.

M. SCAFFOLDING: Scaffolding shall be provided and maintained by the contractors requiring same and shall be removed when no longer needed.

N. ELECTRICAL POWER: Contractor shall be responsible for providing their own power source

O. WATER: Contractor shall be responsible for providing their own water source

P. TOILET FACILITIES: Contractor shall be responsible for providing their own toilet facilities.

Q. WEATHER PROTECTION: Contractor is also to furnish, install, and maintain a waterproof tarp that completely covers any area of the roof deck that may be exposed to prevent rain from entering the building. The tarp is to be securely fastened at the edges and secured against wind release.

R. PAYMENT MONITORING REQUIREMENTS: All Contractors awarded a contract valued at $25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286.5553.

S. CLEANING AND PROJECT CLOSE-OUT:

1. GENERAL: Article 2.5.4 of the General Specifications shall be supplemented as specified hereinafter.

2. SAFETY CLEANING: Safety cleaning: Each contractor is responsible for safety cleaning, which includes but is not limited to the following:

a. Keep work areas, passageways, ramps, stairs, free of debris and scrap.
b. Form and scrap lumber shall have nails withdrawn or bent over and lumber shall be stacked or removed.
c. Remove spills of oil, grease, or other liquids immediately or sprinkle with sand.

3. PROGRESS CLEANING:

a. Prime Contractor and subcontractor shall remove his rubbish and debris from building site promptly upon its accumulation, and prior to the contractor's regular end of the work day general clean up. Contractor shall perform broom cleaning of all appropriate surfaces at the end of each work day.
b. At the end of each working day, remove all portable tools, etc., which may constitute a potential hazard to the neighbors or an attractive nuisance
c. Combustible waste shall be stored in fire resistive containers and disposed of regularly.
d. Oily, flammable or hazardous wastes such as caustics, acids, harmful dusts, etc., shall be stored in appropriate covered containers.

4. DISPOSAL:

a. No burning of rubbish or debris will be allowed at site. No rubbish shall be thrown through opening or from heights without proper protection. Where dust will be generated or flying debris is likely to occur, provide dust tight chutes or other means to control dust.
b. Containers: Contractor shall provide mobile industrial type waste containers in the number and size required, placed at adequate locations to handle debris or provide other methods of disposing of debris.
c. Oil, flammable or hazardous wastes such as, but not limited to, caustics, acids, harmful dusts, etc., shall be placed in properly marked containers as necessary and disposed of at a site designed for such wastes.

5. FINAL CLEANING:

a. Immediately prior to substantial completion.
b. Contractors shall expedite or perform thorough cleaning, sweeping, washing and polishing of work to remove from work and equipment provided under his contract, all foreign matter, spots and soil, so as to put all such work and equipment, including finishes, in a complete and finished condition ready for acceptance and use intended.
c. The contractor is responsible for final sweeping and dusting not covered by other subcontractors. This general cleaning shall include all areas of the building site.
d. Make all repairs to landscaping and building components damaged in the performance of the work, including but not limited to: repairs or replacement of sod, trees, concrete, paving, building surfaces, incidentals or equipment attached to or detached from project. Use of plywood sheets and wood planking to prevent rutting of lawn is highly recommended.

6. CHARGES: If prime contractors do not remove rubbish or clean building as specified above, owner reserves right to have work done by others at contractor's expense.

III. SCOPE OF WORK

A. SPECIFIC: See attached "Scope of Work for 3402 W. St. Paul" for the General Contracting services required for this bid at the property located at **3402 W. St. Paul, Milwaukee WI.**

VI. TECHNICAL SPECIFICATIONS – The Specifications entitled "Technical Specifications and Performance Standards" are the City of Milwaukee's rehabilitation construction standards as currently published in January 2006 and as amended from time to time. A copy of these Specifications can be obtained from the DCD website (in the right hand column of the site):

http://city.milwaukee.gov/Projects/RequestsforProposals.htm

Scope to reconstruct front porch at 3402 WEST ST. PAUL AVENUE

3402 West St. Paul Avenue is a historic home in the Merrill Park neighborhood of Milwaukee. 3402 has a front porch built of wood and masonry that has settled approximately four inches away from the main house. This job requires a detailed dimensioning of the original porch, porch needs to be deconstructed and reconstructed to its original state from footings to roof.

- Remove two large trees in front yard (maple and pine), cutting trunks close to ground.
- Record all dimensions of original porch and create measured drawing of porch and have drawings approved by HPC before start of general construction.
- Deconstruct original porch and foundation to below grade. Note that care must be taken in the deconstruction to document all materials and insure that they are restored to original location. (for example, the splayed bricks in the front arch must be numbered during deconstruction and placed back in their original location in order to accurately recreate the original arch dimensions.)
- Salvage and recycle original materials for reconstruction as much as possible.
- Dispose of any debris and materials that will not be used in porch reconstruction
- Install new, appropriately sized concrete footings and foundation walls (per code) to support porch
- Reconstruct porch to original dimensions and details with recycled original materials or new materials that match the original materials. *(for example - porch roof to be sheathed with boards to match the original boards (stock bead board may not be appropriate-consult with Owners Representative. Underside of boards are exposed to interior of porch.)*
- Use appropriate mortar type for cream city brick and match original joint thickness.
- Repair any deteriorated brickwork on front façade of main house in the area of the front porch.
- Reconstruct porch deck and roof to original dimensions and details using like-with-like materials.
- Install roofing and flashing and gutters in same manner and with same materials used on main house. Porch roof to be step flashed with metal flashing.
- Install front porch steps and associated pipe handrails.
- Construct concrete pad for porch stairs and front yard walk to sidewalk steps at St. Paul Ave. Retain existing steps and pipe handrail at sidewalk at St. Paul Ave.
- Apply one coat of primer and two coats of exterior paint to any exposed wood on interior and exterior of porch. Use deck paint for porch deck.

GENERAL SPECIFICATIONS: MASONRY

These guidelines to be followed where applicable.

1) When doing mortar or brick repair, or replacement on historic homes the following process/procedure is to be followed:

2) Inspect all masonry for signs of deterioration. Identify any bricks that are cracked or spalled, and determine the reason for the damage. Replace damaged bricks using like-with-like material.

3) Check for cracks in the mortar joints and determine if excessive settling has occurred which will require additional foundation repairs.

4) When repairing foundations be sure to incorporate the same brick pattern. The contractor shall use like-with-like dimensioned bricks of similar color and density for any repairs.

5) When removing any damaged brick from a chimney, or rebuilding a chimney it is critical that the contractor take photos of the existing chimney, so that they can duplicate the corbelling pattern that exists. Rebuilt chimneys MUST be completed using the same type, pattern and dimensions as the existing chimney. When in doubt the chimney design on page 97 of "As Good As New" may be used if approved by the Owner's Representative.

6) When tuckpointing brick or block the old mortar must be removed to a minimum depth of 3/4" by means of a tuckpointer's rake pulled across the joint or lightly tapping with a hammer. If the mortar does not come loose a hammer and plugging chisel should be used. Either of these methods is preferred. Use of an electric grinder should only be done in areas that are not visible to the general public such as rear walls, and then only after being approved by the Owner's Representative. Great care must be taken not to damage the brick. "No mortar removal is to be done using a reciprocating saw with a masonry blade."

7) When applying the new mortar to Cream City brick the joint should be damp but not dripping wet. The new mortar should use a lime mortar mix with one part lime to two parts sand. Use Type "K" mortar if available and Type "O" mortar as a second option.

8) When tuckpointing it is important that the mortar match the existing mortar in color. New mortar must be colored or tinted and installed in an inconspicuous test area, prior to installing it in highly visible areas.

9) When applying mortar a grout bag or knife-like tuckpointing tool should be used to push the mortar all the way back into the joint. Tuckpointing should be done in 1/4 inches layers, packing each layer before applying the next. Apply mortar as neatly as possible and avoid smearing mortar on the face of the brick.

10) When the final layer begins to set up slightly, it MUST be tooled to match the style of the existing joints. (See pg 85 of "As Good As New), unless another style is approved by the Owner's Representative prior to initiating any project work.

11) Clean up any excess mortar immediately using phosphoric acid. If this does not work use muriatic acid. Use muriatic acid in a solution of 1 part muriatic acid to 10 parts water. Apply the acid mixture with a large sponge. Leave the acid in contact with the masonry for 30 seconds then use a scrub brush to remove any excess mortar. When clean, rinse thoroughly with water and neutralize the cleaned area with 1 cup of household ammonia to 1 gallon of water. Muriatic acid

is dangerous so do not get in contact with eyes or skin, and always keep a neutralizing agent like baking soda on hand.

GENERAL SPECIFICATIONS for CARPENTRY

These guidelines to be followed where applicable
All wood repairs to be made with **clear wood, no knots.**

1) When rebuilding wood porch decks use primed Fir tongue & groove 5/4" x 4" decking. Deck boards to be primed on all sides before installation.

a) All porch decks shall have a slope from the house to the outer porch edge of 1/8" per linear running foot.

b) All decking will be laid perpendicular to the house and be supported at the house with a ledger board and by joists a minimum of 16" on center (if new), or IAW with the specifications of the UDC.

c) All joists will be mounted be means of joist hangers properly installed.

d) Upon request specific porch deck designs will be provided for each project by the Owner's Representative prior to construction.

2) Porch railings to be a maximum of 36" tall on residential homes in historic areas unless otherwise indicated.

a) Porch hand rails will include a bread loaf upper rail and a composite bottom rail. Bottom rail to be installed 3" inches above the porch deck.

b) Railings will be attached to newel posts, columns, or the house with 4" galvanized counter-sunk screws to allow future repair and replacement.

c) Railings will have 2" x 2" (actual 1-1/2" x 1-1/2") square stock spindles spaced 1-1/4" apart, and all spindles will be installed in a minimum 1/4" x 1-1/2" blank with galvanized 1-1/2" screws.

d) Stair rails will mirror the design of the hand railings and be attached to newel posts.

e) Upper porch railings on second floor porches will mirror the design and appearance of the first floor railing, except that newel posts may be designed proportionately narrower.

3) When repairing or rebuilding porch skirts all materials will be of like-with-like wood replacement of the same design and dimensions as originally existed or as specified by the drawings provided by the Owner's Representative.

a) All porch skirts will be installed with a continuous board frame that is a minimum of 6" in width. Cedar boards to be used where wood meets the ground in areas such as porch skirt board frames and stairs.

b) All framing will cover the rough framing lumber of the support posts, columns and beams.

c) All skirts will incorporate a slat design that will closely mirror the design of the wood railings above or as specified by the Owner's Representative.

4) When repairing or rebuilding stairs all components will be of like-with-like clear wood materials (no knots).

a) All stairs will be supports by a minimum of three stringers with steps of equal height, and no step will exceed 8 inches in height.

b) There will be no more than a 3/16" variation between steps.

c) Each step will have a minimum tread width of 11" with a tread overhang of no more than 1 inch.

d) Each step will be constructed with a corresponding riser.

e) Any stairs with more than three steps will include a hand railing along each side of the stairs that attaches to a lower newel post and an upper newel post or column.

5) Miscellaneous repairs or replacement to existing items such as the water table boards, soffits, fascia boards, crown moldings etc… will use like-with-like materials of the same design and dimensions. (clear wood no knots)

a) Any new elements such as the addition of or removal of windows or doors will be indicated by the Owner's Representative and specify the design and dimension of each new element.

b) Generally new windows will be wood, double-hung with proportions and trim work similar to other existing windows. Doors must match existing historically accurate doors and be a minimum of 6'8" in height and 36" in width, and will reflect the panel design of other exterior doors on the house.

GENERAL SPECIFICATIONS: ROOFING

These guidelines to be followed where applicable.

1) Tear off all roofing material down to the original boards

2) Inspect and replace rotted, damaged or missing boards using like-with-like dimensioned boards. The boards at the eaves are exposed along with the rafter tails. Like with like beaded boards are required to be replaced at these edges where the original boards are rotted – taking care not to dislodge rafter tails.

3) Sheath the roof with OSB with a minimum thickness of 7/16" to create a continuous nailing surface. Porch roof at 3402 West St. Paul Avenue may not require OSB sheathing if new bead boards are thick enough to accommodate roofing material.

4) To avoid interior water damage only tear off as much roof area as can be repaired and sheathed in the same day. No roof shall be left with open areas overnight. Any roof that has not had felt applied shall be securely tarped at the end of the work day.

5) Install 15 lb. (non-perforated) felt with 3" minimum overlap using T-50 3/8" staples.

6) Install 3 ft. wide "Ice and Water Shield" along all eave lines. On eaves extending out more than 3 feet add a second row of "Ice and Water Shield" with a 6" overlap.

7) Install gutter straps over ice shield evenly spaced approximately 32 inches on center, for use with new half or quarter round gutters on the northeast and northwest eaves of the house.

8) For all roofing venting cut a 3" wide channel along the gable peak to within 2 feet of the roof edge for installation of a ridge vent. (NOTE: pan vents are NOT permitted on this house.)

9) Install manufactured **Black** aluminum 1-1/4" drip edge along all gable roof edges, and **Black** gutter apron with 1/4" shingle overlap at eave edge to cover edge of roof sheathing. . Install using 1-1/4" galvanized roofing nails.

10) Install a full shingle starter strip along the base of the roof. Then install Architectural Shingles in Pewter Gray. The architectural shingles are to be nailed down using roofing nails.

The size of the nail is determined by the thickness of the roofing material (typically 1-1/4"). Nail the shingles just below the tar strip using 4 nails per shingle, or in the thickest area of the shingle follow manufactures specifications.

a) Install the first architectural shingle 1/4 inch over the edge of the roof to force any water away from the fascia. It will also help prevent any fascia deterioration.

b) Next mismatch the shingle gaps by cutting different amounts of material from each piece of shingle before it is laid. For example; the first row should be left alone, the second row would be cut 5 inches, the third row 11 inches and on in 6-inch increments. This staggers the architectural shingles as they are installed so the gaps from each shingle to do overlap each other. Continue this process until the entire roof surface is covered, leaving the peak of the roof bare.

c) Install ridge cap of architectural shingles over the peak of the main roof. These shingles will require a 2" nail on each side to hold them in place.

11) All roof valleys shall be installed as open roof valleys using 26 gauge prefinished **Black** aluminum. Start by running a piece of ice and water shield 36" wide up the entire length of the valley and stapled against the wood, then run 15 # felt lapping past the valley 12"-18" on each side of the valley.

a) Using a metal valley with a "w" bend in the metal, to slow water from rushing under the shingles, run the metal valley piece up the valley starting at the bottom of the valley and work your way to the top. The metal valley needs to be black in color to compliment the color of the roof shingles.

b) Install the shingles past the valley center on one side of the flashing all the way up. Do not drive nails into the flashing. Then install shingles on the other side. Again, do not drive nails through flashing. Overlap shingles as you go, much like weaving.

c) Snap a chalk a line 3 inches from the center of the valley at the top of the valley and widen the gap by
1/8" per running foot on each side of the valley as it runs downward.

d) Place a piece of sheet metal under the shingles to make sure you will not damage the flashing. Use a utility knife with a hook blade to cut the shingles along the chalk line.

e) Snip off the corners of adjacent shingles (dub) to protect against water being channeled under shingles. Lift up shingles and use a hook blade to cut all the pointed unexposed ends. Make each cut about 2 inches from the point.

f) Caulk twice between shingles and flashing. Using roofing cement in a caulk tube, insert the tube's tip all the way under the shingles and run a continuous bead. Then hold the nozzle 2 inches back and apply a second bead nearer the edge. Then lift up each top shingle and apply roofing cement to adhere the shingles to each other. This is to seal out water and to attach the shingles because there are no nails.

Gutters

All new half round gutters must be installed at the main roof eave edges and at the turret roof eaves. Gutters must be installed for minimal interference with the exposure of the existing rafter tails. Gutter color should be a dark beige or silver/gray.

Half-round gutters must be installed with brackets or straps installed under the roof shingles and not directly mounted to any fascia board or rafter tail. All gutters shall be a minimum of .032 gauge, maintain a minimum slope of 1/2" per 10 running feet of gutter, and shall be attached approximately every 32" on center, or every other rafter tail, and shall be a minimum of 1/2" from the fascia board.

Gutters longer than 40 feet should be sloped in two directions from the midpoint of the gutter and connected to a minimum of a 3" diameter downspout. All downspouts shall be a minimum of 024 gauge.

Go to this link to find out more about 1/2 round gutters vs. K style including price, http://www.guttersupply.com/p-halfround.gstml

Chimneys and flashing

- If the chimney exits the roof below the ridge, a chimney saddle must be installed where none exist.
- All chimneys shall be flashed with permanent metal base flashing and counter flashing. Step flashing to be installed when specified.
- Install appropriate flashing at any wall and roof intersections.

BID BOND
CITY OF MILWAUKEE, WISCONSIN
LICENSED SURETY CORPORATION BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ...

.....

of .....
(Street and Number) (City) (State)

as principal and ..... of .....
(Home Office)

as surety are held and firmly bound unto the City of Milwaukee, Wisconsin, hereinafter called City in

the penal sum of .....

..... Dollars,

to be paid to the City: its successors and assigns, for which payment well and truly to be made, we bind ourselves, and our heirs, executors, and, administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making a proposal in writing dated .....

20 ....., to the Commissioner of City Development of the City, according to Official Notice No .....

20 ....., of said Commissioner for furnishing all material, equipment, labor and everything necessary for

the completion of the work of...

according to plans, specifications and the other contract documents on file in the office of said Commissioner, a copy of which proposal is by reference made a part hereof, and the said proposal is accompanied with this bond.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal shall execute the contract in quadruplicate, in accordance with the proposal as accepted, with approved licensed surety corporation bound thereto for the faithful performance and proper fulfillment

of such contract, and return the same to the office of the said Commissioner within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

In witness whereof, the above bounden parties have executed this instrument under their several seals at Milwaukee, Wisconsin, this ..... day of ..... 20 ....., the name and corporate seal of each corporate party being hereto affixed and this instrument signed by its duly authorized representative.

Bidder Witnesses ..... **(Seal)**
(Bidder)

.....

By .....
(Name and Title)

.....

Surety Witnesses .....
(Surety)

.....

..... By .....
(Attorney-in-Fact or Agent)

(Seal of Surety)

Name of Surety Contact Person _____ **and Phone Number** _____
(Please Print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved.

AFFIDAVIT

STATE OF WISCONSIN
MILWAUKEE COUNTY } SS

.....

being first duly sworn, on oath deposes and says that he is .....
(Attorney-in-Fact or Agent)

of .....
(Surety)

surety on the within bid bond executed by .....

Affiant further deposes and says that no city official or city employee of the City of Milwaukee has any interest, directly or indirectly in, or is receiving any premium, commission, fee or other thing of value on account of, the sale or furnishing of said bid bond.

.....

Subscribed and sworn to before me this

..... day of ..... 20 .....

.....
Notary Public, Milwaukee County, Wisconsin

My commission expires .....

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, .in the penal sum of _____

_____ Dollars, $ (_____)

in lawful money of the United States, 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 with the Owner, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and .if he shall satisfy all claims and demands incurred Under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this. instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ , 20 _____ .

_____ (SEAL)
Principal

Witnesses

_____ By _____

_____ _____
Title

_____
Address

_____
Surety

Surety Witnesses

_____
Surety - Contract MAILING Address

_____

_____ By _____
Attorney-in-Fact or Agent

(SEAL OF SURETY)

Name of Surety Contact Person_____and Phone Number_____
(Please Print)

NOTE:The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

AFFIDAVIT

(With Performance Bond)

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

_____, being first duly sworn,

on oath deposes and says that he/she is _____
(attorney-in-fact

_____ of _____
or agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract, executed

by _____

_____
(Contractor)

Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has an), interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

_____
(Signature)

Subscribed and sworn to before me this

_____ day of _____ , 20_____ .

_____
Notary Public, Milwaukee Co. Wisconsin

My commission expires _____ .

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ , hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, .in the penal sum of _____

_____ Dollars, $ (_____)

in lawful money of the United States, 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 with the Owner, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and .if he shall satisfy all claims and demands incurred Under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this. instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ , 20 _____ .

_____ (SEAL)
Principal

Witnesses

_____ By _____

_____ _____
Title

_____
Address

_____
Surety

Surety Witnesses

_____
Surety - Contract MAILING Address

_____

_____ By _____
Attorney-in-Fact or Agent

(SEAL OF SURETY)

Name of Surety Contact Person_____and Phone Number_____
_____
(Please Print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

AFFIDAVIT

(With Payment Bond)

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

_____, being first duly sworn,

on oath deposes and says that he/she is _____
(attorney-in-fact

_____ of _____
or agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract, executed

by _____

_____
(Contractor)

Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has an), interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

_____
(Signature)

Subscribed and sworn to before me this

_____ day of _____, 20_____ .

_____
Notary Public, Milwaukee Co. Wisconsin

My commission expires _____ .