

**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. 57644

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 December 15, 2015, at 11:00 A.M.

**One MANDATORY walkthrough will take place on December 4, 2015, beginning promptly at 10:00 a.m. at the site. Contractors are to make sure they sign in upon arrival.**

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**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. 57644, 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.

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DESCRIPTION **General Contracting  
2200 West Fond Du Lac Avenue  
Fondy Food Market Location  
Milwaukee, WI**

DETAILS OF SPECIFICATIONS: dated November 24, 2015

CITY OF MILWAUKEE  
SPECIFIC OFFICIAL NOTICE NO. 57644

FOR: **General Contracting**  
**2200 West Fond Du Lac Avenue**  
**Fondy Food Market Location**  
**Milwaukee, WI**

The SBE Requirement for this Project is: 25%  
The Residency Requirement for this Project is: 40%  
The Apprenticeship Requirements for this Project are: N/A

Liquidated damages per diem: \$150.00

Time for Completion: All work to be completed within 110 days after receipt of the Notice to Proceed letter.

**One MANDATORY walkthrough will take place on December 4, 2015, beginning promptly at 10:00 at the site. Contractors are to make sure they sign in upon arrival.**

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

DETAILED SPECIFICATIONS: November 24, 2015

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 Tuesday, December 15, 2015 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 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 at the website listed above.

Please e-mail Scott Stange with any questions regarding this bid: [sstang@milwaukee.gov](mailto:sstang@milwaukee.gov). The deadline for questions will be **Monday, December 7, 2015**. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this Bid by Tuesday, December 8, 2015, and will be posted at the following website:

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

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.

All Bidders shall acknowledge receipt and acceptance of all addendums, if any, for this Invitation for Bid by signing the addendum and submitting the signed addendum with your bid. **BIDS SUBMITTED WITHOUT ALL SIGNED ADDENDUMS WILL BE CONSIDERED NON-RESPONSIVE**



FOR: **General Contracting**  
**2200 West Fond Du Lac Avenue**  
**Fondy Food Market Location**  
**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 at **2200 West Fond Du Lac Avenue** listed in the project specific scope (1-9), in accordance with the bid documents and specifications herein

**LUMP SUM**

(Bid in figures) \$ \_\_\_\_\_ LUMP SUM

(Bid in words) \$ \_\_\_\_\_ LUMP SUM

**ALTERNATE ITEM**

Each Bidder shall submit a lump sum price to include the labor, equipment and materials necessary and required to perform the Alternate Item 1 in the project specific scope as the Alternate item, 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. 57644  
Project No. \_\_\_\_\_

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 SMALL BUSINESS ENTERPRISE PROGRAM (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 SBE participation on this project is 25 %

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 (10) 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.

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. 57644

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)



**Signed** per \_\_\_\_\_  
(Manual **signature required**)

**MUST BE SIGNED**

Official Capacity \_\_\_\_\_

BID DATED \_\_\_\_\_

SBE Contractor: Yes \_\_\_\_\_  
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 Public, \_\_\_\_\_ County  
State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

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

NON-COLLUSION AFFIDAVIT

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

\_\_\_\_\_, 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\_\_\_\_\_.

**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 the Department of City Development determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner the 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 the minimum percent of WORKER HOURS, as listed in the acknowledgements section/page and/or the Official Notice document 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 as 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 organization 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.

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 Small Business Enterprise 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.

\_\_\_\_\_  
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 *two*)

- \_\_\_\_\_ 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

## RPP Chart

### Income Eligibility Guidelines July 1, 2015 to June 30, 2016

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

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	21,775	1,815	908	838	419
2	29,471	2,456	1,228	1,134	567
3	37,167	3,098	1,549	1,430	715
4	44,863	3,739	1,870	1,726	863
5	52,559	4,380	2,190	2,022	1,011
6	60,255	5,022	2,511	2,318	1,159
7	67,951	5,663	2,832	2,614	1,307
8	75,647	6,304	3,152	2,910	1,455
9	83,343	6,946	3,473	3,206	1,603
10	91,039	7,588	3,794	3,502	1,751
11	98,735	8,230	4,115	3,798	1,899
12	106,431	8,872	4,436	4,094	2,047
For Each Additional Household Member Add	7,696	642	321	296	148

Source: Wisconsin Department of Public Instruction School Nutrition Programs

## City Of Milwaukee

### Department Of City Development

#### Small Business Enterprise (SBE) Provisions

##### I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of City Development. The ordinance requires that certified SBEs 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 SBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve the minimum percent of SBE participation listed in the Acknowledgements page/section and/or the Official Notice document.
- B. The prime contractor shall prepare and submit accurate and timely SBE 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 SBE 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 SBE utilization reports and SBE 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. "SMALL BUSINESS ENTERPRISE" (SBE) means a business that has been certified by the office of small business development based on the requirements specified in s. 370-25.
- 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. SBE Utilization Requirements

- A. Each prime contractor shall utilize SBE to the minimum percent listed in the Acknowledgements section/page and or Official Notice Document for this contract. Note that the prime contractors shall be required to attain SBE participation on their base bid excluding specified allowances, alternatives, and change orders. SBE commitments relative to contract award shall be based upon the approved SBE Compliance Plan (Form A).
- B. The determination of SBE utilization shall be based on the following criteria:
  1. The firms identified as SBE by the prime contractor on the SBE 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 SBE firms only if all of the identified scope of work is performed directly by the certified SBE firm.
  3. The prime contractor shall be credited for the entire expenditure to SBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the SBE goals may be expended for SBE suppliers that do not manufacture products they supply.
  4. The prime contractor shall count toward the SBE requirement only those payments to SBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an SBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an SBE 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 SBE, the full amount of the work performed by that third tier SBE can be counted toward SBE participation. However, if the third party subcontractor is not an SBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-SBE subcontractor. SBEs 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 SBE requirement. The Commissioner of the Department of City Development will make the final determination and evaluation of whether the SBE 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 SBE 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, SBE Certification designation and contact person names for the certified SBE contractors that will participate on the project as subcontractors or suppliers;
    - b. A description of the scope of work to be performed by the SBE on this project; and

- c. The SBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
2. Listing an SBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the SBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
3. SBE participation is an element of bid responsiveness. Failure to meet the specified SBE 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 SBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
4. Only SBEs that have been certified by the Office of Small Business Development may be listed on the SBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified SBE 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  
[www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd)

- D. After execution of the contract, if for any reason an SBE cannot perform, the prime contractor shall contact the Commissioner of the Department of City Development for approval to substitute another certified SBE 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-SBE 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 SBE requirements or if any other problems relative to SBE(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 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 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 the Department of City Development 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.

Rev. 5-2013  
SBE provisions 5-13



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

This compliance plan must be completed in its entirety by the apparent low bid contractor within three (3) working days after the identification of the "low bidder," regardless of SBE participation or lack thereof.

**I. GENERAL INFORMATION (REQUIRED)**

BID # \_\_\_\_\_ SBE Participation: \_\_\_\_\_% Total Dollar Amount: \$ \_\_\_\_\_

BID Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. PRIME CONTRACTOR INFORMATION (REQUIRED)**

Contractor Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

City of Milwaukee SBE Certification: \_\_\_\_\_ Yes \_\_\_\_\_ No

**III. ACKNOWLEDGEMENT (REQUIRED)**

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge. Failure to submit this form and/or meet the specified SBE requirements may render the Bid/RFP unresponsive.

Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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

**FOR STAFF USE ONLY**

Reviewed by OSBD Staff: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF MILWAUKEE  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
CONTRACTOR COMPLIANCE PLAN**

List all subcontractor information in its entirety. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the OSBD website [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd) for a complete list of certified firms.

**IV. SUBCONTRACTOR INFORMATION**

Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work performed / Materials supplied: \_\_\_\_\_

City of Milwaukee SBE Certification \_\_\_ Yes \_\_\_ No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ \_\_\_\_\_ Percentage of contract: \_\_\_\_\_%

Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work performed / Materials supplied: \_\_\_\_\_

City of Milwaukee SBE Certification \_\_\_ Yes \_\_\_ No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ \_\_\_\_\_ Percentage of contract: \_\_\_\_\_%

**\*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](http://www.milwaukee.gov/osbd)



**SBE 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 - 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 SBE Certification:  Yes  No

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: \_\_\_\_\_ SBE Participation Requirement \$ \_\_\_\_\_ / \_\_\_\_\_ %

**SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)**

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

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

**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: \_\_\_\_\_

## 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 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 SBE firms. Non-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 is precise and confirmed. Unsigned forms will not be accepted.



**SBE SUBCONTRACTOR FINAL PAYMENT CERTIFICATION**

This form is to be completed and signed by the Prime Contractor and SBE subcontractor firms that were utilized in connection with the contract/ project 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 SBE Subcontractor as indicated below for work performed and/or material supplied on the above contract/project.

Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

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/project.

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit this form with the Prime Contractor's **final FORM D** (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. Effective May 31, 2014, completion of the Slavery Disclosure Affidavit is required **ONLY** if the Contractor's company was established during or prior to the slavery era (prior to the year 1865). If the Contractor's company was established in or before 1865, the form is required, regardless of contract type – bid, contract, JumpStart, Service Order, Purchase Order, etc.

**Therefore, if the Contractor's company was established *after* the year 1865, a Slavery Disclosure Affidavit is not required.**

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>



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

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. NOTE: Effective May 13, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract.

Please check one:

- This business was in existence during or prior to the slavery era (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 during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am disclosing the findings below.

Findings being disclosed (please attach additional pages, if necessary):

[Empty box for findings]

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: Date:

Subscribed to before me on this day of , 20 , at
County, State.

Notary Public Signature

Printed Name

My commission expires:

(SEAL)

Please Return to:
DOA-BOD-Procurement Services
200 E. Wells Street, Room 601
Milwaukee, WI 53202

procurement.services@milwaukee.gov



# NOTICE

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

**\$10.66 PER HOUR**

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

**Rate Effective 3/1/15**

**Per Section 310-13, Milwaukee Code of Ordinances**

CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT



**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 **\$10.66** 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 **\$10.66** 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 **\$10.66/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.

(SEAL)

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

\_\_\_\_\_  
PRINT NAME

My commission expires:

---

*Specifications*

**Department of City Development  
Official Notice #57644**

**General Contractor  
2200 West Fond Du Lac Avenue  
Housing Infrastructure  
Preservation Program  
Milwaukee, WI**

## I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit a lump sum price and alternate bid 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.

The Base Bid and Alternate Item lump sum prices for all: labor; equipment; materials; 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”.

B. **BID EVALUATION:** BID EVALUATION: The Commissioner of the Department of City Development will award the Contract based on the one of the following, after a determination by the City which evaluation option is most feasible for its needs:

1. Award to the lowest responsible and responsive bidder of the combined Base Bid AND Alternate Item lump sum amount, who also meets the required qualifications found in the Specifications.
2. Award to the lowest responsible and responsive bidder of the Base Bid ONLY, who also meets the required qualifications found in the Specifications.

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

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

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

4. The certificate holder shall be noted as:                      City of Milwaukee  
809 N. Broadway, 2<sup>nd</sup> 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 permits as may be necessary in their work.

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

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

D. 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.

E. 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.

#### F. 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 (SBE, 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**

G. Liquidated Damages: \$150.00 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.

#### H. 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.

#### I. 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.

#### J. 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, SBE 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.

K. 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.

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

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

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

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

P. 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.

Q. LIVING WAGE APPLIES - In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Contract. By executing the work on this Contract, the Contractor certifies that it knows of the provisions of this section, and would comply with them and would pay all workers employed by the Contractor in the performance a contract, whether on a full time or part time basis, a base wage of not less than \$10.66 per hour. Contactor would be required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first. Currently, Section 310-13 requires that on March 1, 2015, and each March 1 thereafter, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor would be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage.

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. 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):

## VI. SCOPE OF WORK

A. SPECIFIC: See attached “Scope of Work for **2200 West Fond Du Lac Avenue**” for the General Contracting services required for this bid at the property located at **2200 West Fond Du Lac Avenue, Milwaukee WI.**

### B. GENERAL

1. Work Start- Work is not to start until a notice to proceed will be issued the Owner’s Representative.
2. Work coordination- Contractor and tenant (Fondy Food Market) shall coordinate work times for an efficient, smooth, continuous completion of work. Any questions about scope or delays shall be brought to the attention of the Owner’s Representative immediately.
3. Final inspection- Final code compliance inspection will be arranged 2 days prior to closing when work under scope is completed and all permits required are closed.
4. Lead Related Work: Any task that a disturbs previously painted surface shall be performed by properly certified personnel and follow the State of Wisconsin Department of Health Services Administrative Code Chapter DHS 163 regarding the certification for the identification, removal and reduction of lead-based paint hazards (Pb). And, if applicable: Any task that disturbs a previously painted surface requires Milwaukee Health Department notification (Pb-N). Window replacement shall be performed by properly certified personnel and requires a Milwaukee Health Department Permit (Pb-A).
5. The contractor is responsible to field verify all measurements, the amount of materials needed, and the number of windows in the building. If any item in this scope calls for a certain manufacturer, model number, or approved equivalent of a particular item, and that item is to be substituted, DCD must approve the substitution in writing as a part of the contract.

### C. HAZARDOUS MATERIAL REQUIREMENTS:

1. The requirements set forth in the OSHA Hazard Communication Standard, 29CFR1 9101.1200, U.S. Environmental Protection Agency (EPA), and Wisconsin Department of Natural Resources in the Wisconsin Administrative Code NR600, shall be met by each on-site contractor.
  - a. Material Safety Data Sheets (M.S.D.S.):
    1. All contractors, which may/may not include the City, shall provide the M.S.D.S. for all hazardous chemicals to which any person may be exposed at the work site.
    2. A master list will be kept in the office of the Rehabilitation Specialist and updated as materials are delivered.
  - b. Container Labeling:
    1. Each container of hazardous material at the work site shall be clearly labeled with:

- (a) Identity of the hazardous chemical(s).
- (b) Appropriate hazard warning(s).
- (c) Name and address of the manufacturer.

2. The City reserves the right to stop the work of a contractor if compliance with OSHA regulations is inadequate. Work will not proceed until all applicable safety and health procedures are implemented by the Contractor.

**D. MATERIAL STORAGE:** Contractor shall:

1. Keep storage areas in good order and free of all rubbish and debris.
2. Coordinate the delivery and storage of all materials and equipment with the DCD staff as assigned by the Commissioner.
3. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
4. Store and protect products in accordance with manufacturers' instructions.
5. Store with seals and labels intact and legible.
6. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
7. For exterior storage of fabricated products, place on sloped supports above ground.
8. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products. Prevent contact with material that may cause corrosion, discoloration, or staining.
9. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
10. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**E. ASBESTOS CONTAINING MATERIALS:**

1. Comply with all OSHA, City, State, and Federal ordinances, laws and regulations pertaining to the handling and disposal of asbestos containing materials. The Contractor is responsible to ascertain the extent to which these regulations affect the operations and comply therewith.
  - a. Asbestos Regulations of the U.S. Department of Labor .- Occupational Safety and Health Administration (OSHA): Comply with all regulations concerning the handling of asbestos containing materials as required by OSHA in the following reference:
    - Code of Federal Regulations Title 29, Part 1910 Section 1910.1001.

b. State of Wisconsin Department of Natural Resources:

- Complete Notice of Demolition - 40 CFR 561.22(d) 10 days prior to commencement of work.

c. City Common Council file No. 870856:

Ordinance relating to regulations for building projects involving the disturbance of asbestos materials and establishing fees.

d. In addition to the above references comply with any additional regulations that may be in effect as of the date of commencement of this job.

2. Arrange for Contractor's Representative to be on the job when necessary.

3. Contractor is to be familiar with asbestos use in materials, and shall be responsible to bring to the attention of the Owner's Representative any materials that are suspect.

4. City will be responsible for testing materials for the presence of asbestos at the request of this Contractor.

5. Contractor shall be familiar with the handling of asbestos roofing materials and handle and/or remove materials as required by repair and in accord with regulations.

#### F. REVISIONS:

DCD reserves the right to make modifications to a reasonable extent as building conditions may require, or as may be required to conform to code rulings, or manufacturer's standards without extra cost to the City.

## **Scope of Work for 2200 West Fond Du Lac Avenue**

Bids to include all labor, equipment and materials. Change orders will not be approved for routine repairs that are part of exterior renovations and should be included in the base bid. Change orders will be considered for extraordinary circumstances that arise during renovation work and that cannot be determined through initial inspections.

1. Install new aluminum downspout at specified location - re-attach to existing PVC downspout (**See Figure/photo 9**)
2. Install new weather resistant electrical covers at all outlets where missing. Min. 35 locations. Verify number and type of cover on site - type may vary by location. (**See Figure/photo 5**)
3. Replace rotted wood planks at Fond Du Lac Ave. sidewalk - Replace with similar type board (**See Figures/photos 1-3**)
4. Replace missing electrical service mast covers (**See Figure/photo 4**)
5. Repair broken fence gate and fence rails at north end of property - replace missing top rails (**See Figures/photos 10-11**)
6. Replace existing exterior light at broken light fixtures (3) - with commercial grade fixtures (**See Figures/photos 6 - 8**)
7. Repair pavement at north parking lot Approx. 625 sqft around drain- Remove damaged portions of pavement at specified areas (**See Figures/photos 13-14**), replace with new underlayment and new pavement.
8. Reset outdoor missing tiles at north side of walk way by fence - Prep & clean and re-set new tiles. (**See Figure/photo 12**)
9. Paint all ferrous metal - prep, prime and paint, all peeling paint and rusted areas with approved paint per the "Technical Specifications and Performance Standards" referenced in Section III above, per the following (**See figure 15**):

Structure 1 – paint all exposed metal surfaces which would include: underside of metal panel system; all trusses and all columns.

Structures 2 & 3 - paint all exposed metal surfaces which would include: the underside of the metal deck; all trusses and all columns.

### **ALTERNATE ITEM:**

1. Paint all ferrous metal - prep, prime and paint, all peeling paint and rusted areas with approved paint per the "Technical Specifications and Performance Standards" referenced in Section III above, per the following (**See figure 15**):

Structure 4 - paint all exposed metal surfaces which would include: underside of metal panel system; all trusses and all columns.



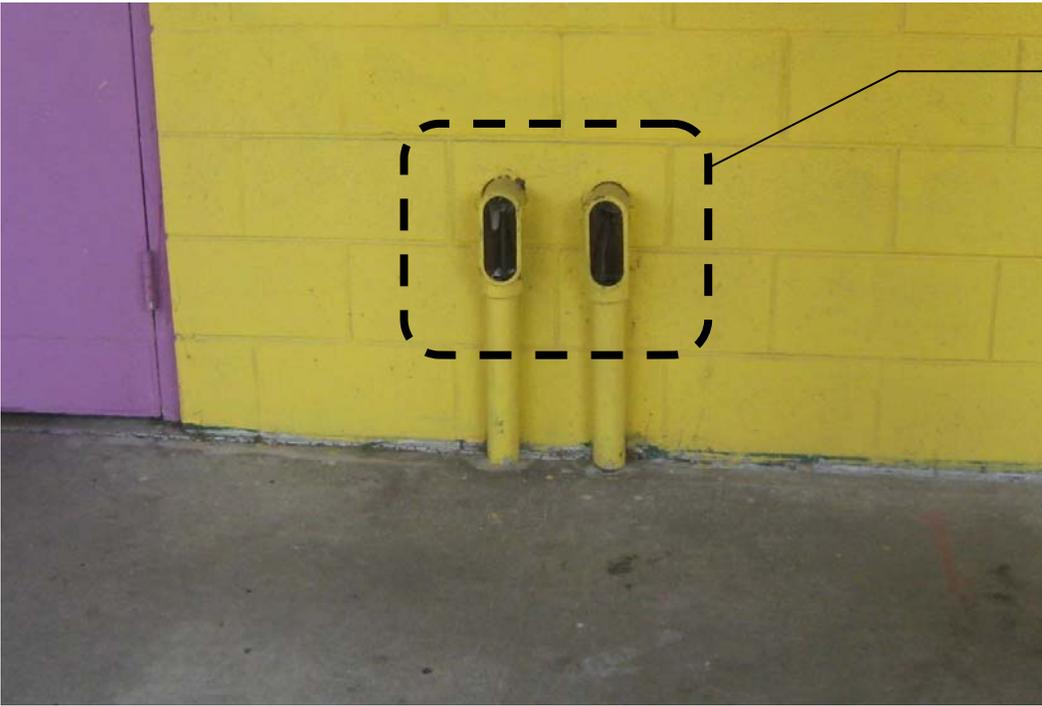
FIGURE 1



FIGURE 2



FIGURE 3



REPLACE MAST COVERS

FIGURE 4

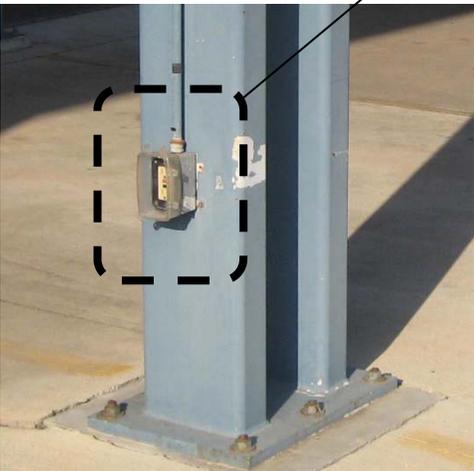
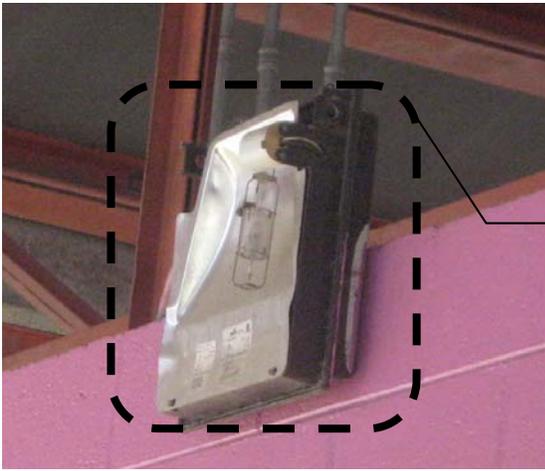


FIGURE 5



REPLACE BROKEN OUTLET COVER WITH NEW WEATHER TIGHT COVER

FIGURE 6

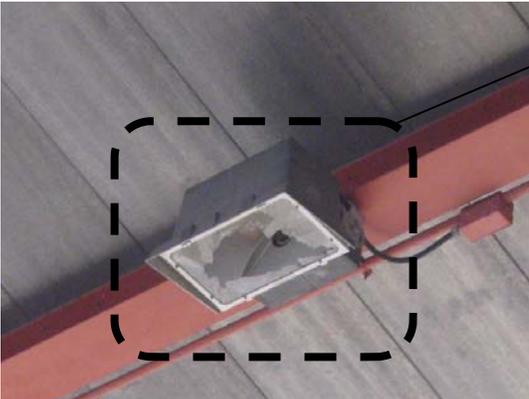


FIGURE 7



REPLACE FIXTURE WITH SIMILAR EXTERIOR FLOOD LIGHT FIXTURE

FIGURE 8



INSTALL MISSING ALUMINUM DOWNSPOUT AT THIS LOCATION.

CONNECT NEW ALUMINUM DOWNSPOUT TO EXISTING PVC DOWNSPOUT.

FIGURE 9



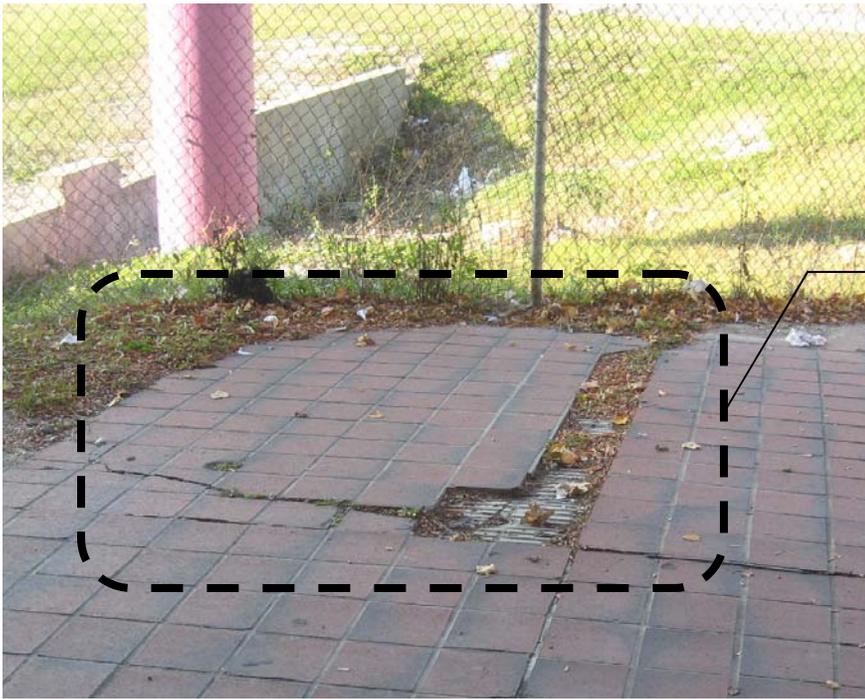
REPAIR BROKEN FENCE.

FIGURE 10



REPAIR FENCE GATE.

FIGURE 11



REPLACE HEAVING AND MISSING TILES—  
MATCH EXISTING AS CLOSE AS POSSIBLE

FIGURE 12



REPLACE PAVEMENT AT OUTLINED  
AREA. VERIFY BOUNDARIES ON SITE.

FIGURE 13

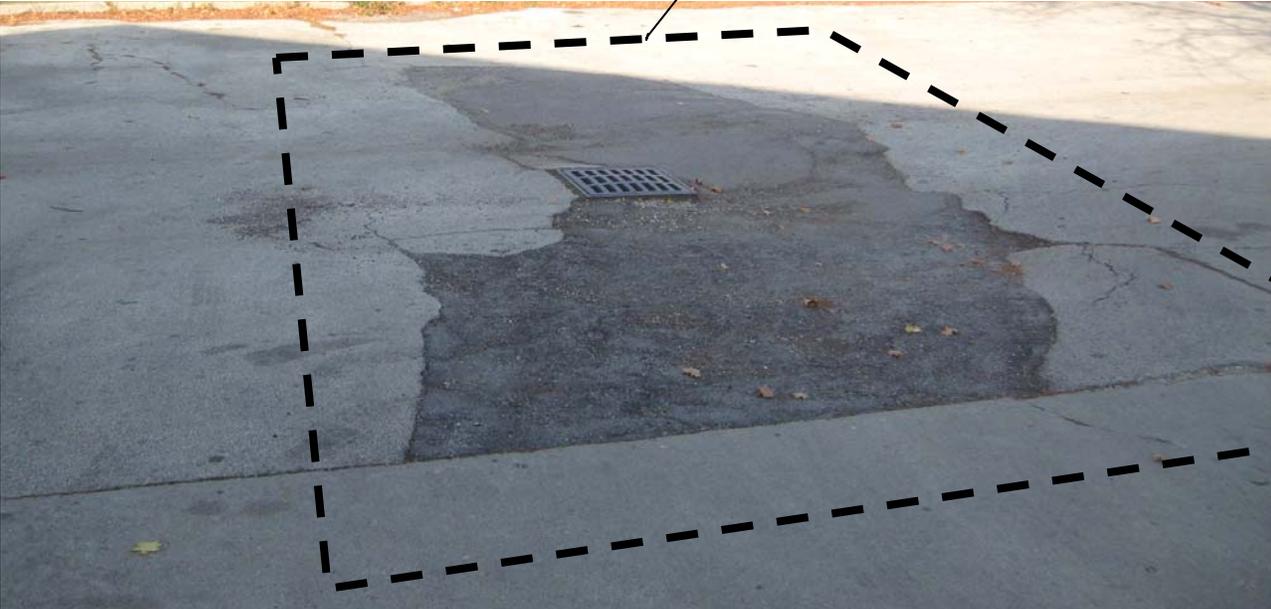


FIGURE 14

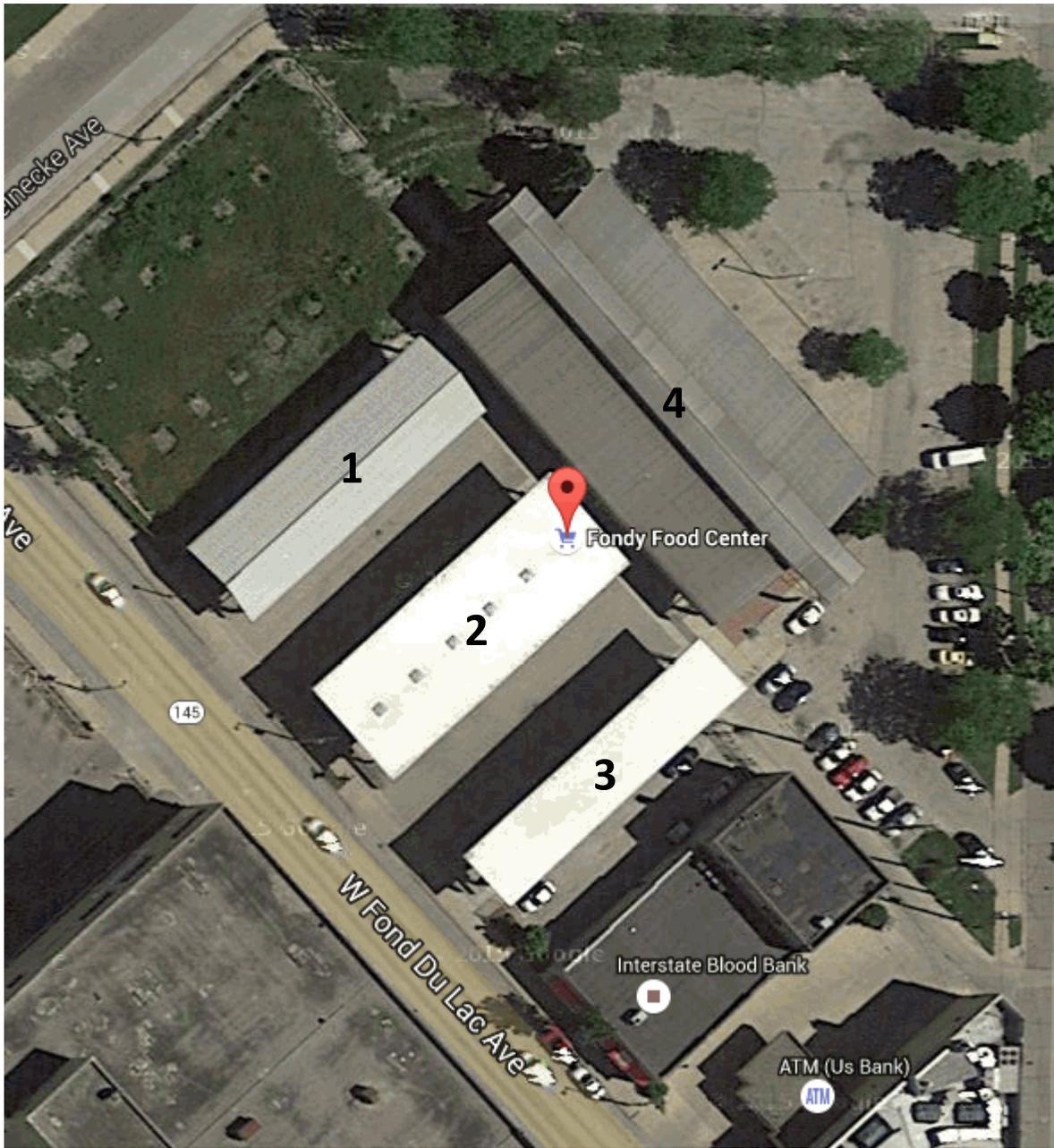


FIGURE 15

**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.**

# 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.

# 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.