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 OFFICIAL NOTICE NO. 57683
Phone: 414-286-5800

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 28, 2016, 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. 57683, 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**
4437-41 North 25th Street
Housing Infrastructure Preservation Program
Milwaukee, WI

DETAILS OF SPECIFICATIONS: dated June 6, 2016

CITY OF MILWAUKEE
SPECIFIC OFFICIAL NOTICE NO. 57683

FOR: **General Contracting**
4437-41 North 25th Street
Housing Infrastructure Preservation Program
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 60 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: June 6, 2016

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 June 28, 2016 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. The deadline for questions will be **June 20, 2016**. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this Bid by **June 21, 2016,** 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**

OFFICIAL NOTICE 57683

General Contracting
4437-41 North 25th Street
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: **June 28, 2016@ 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) (An Individual)
(use one)

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 SBE

FOR: **General Contracting**
4437-41 North 25th Street
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 at **4437-41 North 25th Street** 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

_____

INFORMATIONAL PRICE:
The requested price is for informational purposes to be considered after contract award and would be used at the City's discretion to adjust work as a change to the contract. Price is to include all coordination, modification or adjustment to adjacent work, miscellaneous devices and accessory objects as required to completely integrate the work of this change into the Project. This price will not be used in the awarding of the bid.

Informational Price 1:

State the adjustment cost, on a per square foot basis**,** added to the Base Bid to perform all work and furnish all materials for replacing rotten deck.

(Bid in Figures) $_____ per sq ft

(Bid in Words) $_____ per sq ft

*** 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.

Rev. 10/06

ACKNOWLEDGEMENTS PAGE

Official Notice No. __57683____
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. _____
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 _____ 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 _____

MUST BE SIGNED

_____
(**Notary Signature**)

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: _____

This Contractor Experience/Project References form is to be completed and submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder." These are to be 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. See Section II (D) of the Specifications for more information.

(Contractor shall provide same information 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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Revised: 7/15/2009
Updated 5/2013

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.

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 *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

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

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.

City of Milwaukee

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 identificaiton 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 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

Updated: February 25, 2013

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)

City of Milwaukee

CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT

FORM D

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 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: _____

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 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 in precise and confirmed. Unsigned forms will not be accepted.

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):

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

$10.69 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/16

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 $10.69 effective 3/1/16), 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 **$10.69** 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 **$10.69** 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 **$10.69/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 City Development
Official Notice #57683

General Contractor
4437-41 North 25th Street
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.

Lump Sum to include 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: The Commissioner of the Department of City Development will award the contract on the basis of the Lump Sum Base Bid. The contract will be awarded to the Contractor with the lowest responsive and responsible Lump Sum Base Bid, who also meets the required qualifications found in the Specifications.

C. INFORMATIONAL PRICE: The requested prices are for informational purposes to be considered after contract award and would be used at the City's discretion to adjust work as a change to the contract. Price is to include all coordination, modification or adjustment to adjacent work, miscellaneous devices and accessory objects as required to completely integrate the work of this change into Project. **This price will not be used in the awarding of the bid.**

Informational Price 1: State the adjustment cost, on a square foot basis, added to the Total Base Bid, to perform all work and furnish all materials for replacing rotten deck.

D. 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.

E. 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.

F. 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.

G. 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.

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

I. 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.

J. 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.

K. 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. 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 <u>of an endorsement</u> 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. 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 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: This Contractor Experience/Project References form (contained herein) is to be completed and submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder." These are to be 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. Also at that time, Bidder is to provide the number of years the company has been in business. 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 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 (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

H. 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.

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, 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.

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. 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 $10.69 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, 2016, 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.

S. 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.

T. PAYROLL MONITORING REQUIREMENTS: The Contractor awarded a contract for this project is required to participate in training on the City of Milwaukee's LCP Tracker Labor Compliance Software after the date of contract award. Throughout the contract term, the Contractor is required to regularly provide timely payroll information via LCP Tracker. The LCP Tracker website can be found at the following link: http://www.lcptracker.net . When you log on for the first time:

- Follow link to the LCPtracker website: http://www.lcptracker.net. Log in using username and password from e-mail. Be sure to turn off any pop-up blockers on your browser.
- Create new password.
- Click "Set Up" tab and select "Edit eSignature".
- Create eSignature. (Take special note of this. You will need it to use as your electronic signature for certifying payroll every week. We suggest you use your login password for your eSignature.)

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

VI. SCOPE OF WORK

A. SPECIFIC: See attached "Scope of Work for **4437-41 North 25th Street**" for the General Contracting services required for this bid at the property located at **4437-41 North 25th Street, Milwaukee WI**.

B. GENERAL:

1. The installation of the roofing system shall be in accordance with this specification and the installation instructions printed by the manufacturer, as written on the back of each shingle bundle.

Should the requirements of this specification conflict with those of the shingle manufacturer, the contractor is to notify DCD, but follow the shingle manufacturer instructions to ensure the availability of the required warranty coverage. However, where the shingle manufacturer's printed instructions offer options; e.g., the permitted use of nails or staples in the application of shingles, the contractor shall follow the requirements of this specification; i.e., the use of nails is mandatory.

2. The contract shall include all labor, materials and incidentals necessary to complete the work in a neat and acceptable manner-weather-tight in every respect--including, but not limited to, the following:

a. Repairs to and/or replacement of deteriorated roof decking;

b. Repairs to and/or replacement of damaged and deficient flashings; i.e., wall and valley flashings;

c. Reset, repair and/or replacement of all associated roof flashings, including those located at chimneys, roof curbs, masonry walls, parapets, plumbing vents, etc.

d. Tear-off existing roofing materials, site cleanup and hauling away, including all dump fees;

e. Removal and replacement of all continuous ridge ventilators, where existent, with new prefinished aluminum, or shingle covered, continuous ridge ventilators;

f. Installation of polystyrene attic rafter air vents (baffles), one between each truss/rafter space along eaves where none currently exist;

g. Removal and replacement of deteriorated sections of gutters and downspouts, including replacement of missing components.

h. Furnishing certificates of shingle manufacturer's warranty, and workmanship guarantee; and

i. Other specific work as described herewith or required to complete the contract.

Note: *The following descriptions of work (Repair/Reroofing/Total Tear-off and Replacement) are not intended to indicate the specific locations or the extent of roofing work to be performed, but to identify those conditions where roofing work is required. Refer to the applicable sections of these specifications for determining the roofing materials and procedures to be used.*

C. REPAIR:

1. The term "repair" means the partial removal and replacement of a roofing system, or a section of roofing, or its components, as necessary: a) to eliminate or prevent roof leakage resulting from deteriorated, defective, missing, or improperly installed shingles, flashings, and/or roof accessories; or b) to remediate conditions of de-lamination and/or excessive warping of the wood deck.

2. Also included is the partial replacement necessitated by an act of God, such as wind and/or hail damage, where the scope of replacement is determined in conjunction with the property owner's insurance carrier.

D. REROOFING:

1. The term "reroofing" means the application of new shingles over existing shingles.

2. Existing shingles in their present "as is" condition may be reroofed only if none of the conditions cited in para.D.2.b. below are determined by the contractor to exist. If one or more of the conditions cited in par. D.2.b. exist, appropriate repairs must be made before the reroofing work is to commence.

E. TOTAL TEAR-OFF AND REPLACEMENT:

1. The term "total tear-off" means the complete removal of 100% of the shingles and underlayment so as to fully expose 100% of the existing roof deck.

2. Total tear-off and replacement is required, if:

a. The roof has been previously reroofed, i.e., two (2) layers of shingles already been applied; or
b. One or more of the following conditions exist over at least 25% of the roof's total surface or if, in the contractor's judgment, a total tear-off and replacement is less costly than the partial removal and repair:

1) De-lamination, buckling and/or curling of the shingles;

2) Misalignment horizontally a differential of shingle placement in excess of 10 inches between roof eaves and ridge;

3) De-lamination of the roof deck panels; and/or

4) Excessive buckling and/or warping of the plywood or pressed board roof deck--measuring 1/4 inch or more out of flatness in 4 feet--and unable to be secured flat and uniform relative to adjacent sheets using nominal 2" wood blocking placed within attic space and/or metal H-clips.

F. MATERIALS:

1. Furnish materials of the type, qualities, and characteristics specified. The specification of a trade name and catalog number is intended to establish quality, type, character, and operating characteristics of the material required. Materials by other manufacturers of equal specifications will be accepted, excepting as may be specifically stated otherwise.

2. Materials shall be delivered adequately protected, in merchantable condition, and in original unbroken packages if normally packaged. They shall be stored and handled so as to protect and maintain their merchantable condition.

3. The Commissioner of DCD or his representative shall have the right to reject material not in compliance with the project manual, as well as damaged material, and the contractor shall remove such material from the construction site when and as directed.

G. EQUIPMENT:

1. Internal combustion engine and compressor shall be equipped with mufflers to reduce noise to a minimum and shall not be operated in enclosed areas without adequate ventilation.

2. All materials and work procedures used shall be in accordance with all air pollution control regulations in effect at the work site.

H. 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 of Milwaukee, 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 Project Supervisor/Construction Manager 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 of Milwaukee 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.

I. MATERIAL STORAGE:

1. The storage areas shall be kept 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 of DCD.

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.

J. ASBESTOS CONTAINING MATERIALS:

1. Comply with all City of Milwaukee ordinances, laws and regulations, State and Federal laws pertaining to handling and disposal of asbestos containing materials and OSHA regulations. 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 of Milwaukee 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 Project Inspector to be on the job when necessary.

3. Contractor is to be familiar with asbestos use in roofing materials, and shall be responsible to bring to the attention of this project manager any materials that are suspect.

4. City will be responsible for testing roofing 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.

K. REVISIONS:

The right is reserved 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.

V. PRODUCTS

A. ROOF SHINGLES:

1. Mandatory performance requirements:
Class A fiber glass shingles shall be at least 300 lb. per square with self-sealing tabs coated with a modified bitumen type sealing compound capable of initial tab sealing at 60 to 70°F. Fiber glass shingles shall comply with U.L. Class A fire resistance, and ASTM: D3018 Type I (self-sealing); D3161 (wind resistance); D3462 (tear strength); and E108 (Class A fire resistance). Class C organic felt shingles shall be at least 300 lb. per square with self-sealing tabs coated with a modified bitumen type sealing compound capable of initial tab sealing at 60 to 70°F. Organic felt shingles shall comply with U.L. Class C fire resistance; U.L. 997 (wind resistance); ASTM D3161 (selfsealing); and CSA Standard A123.1-M1979.

2. Shingles shall be tested by U.L. and carry the specified fire and wind resistance labels as required by state and local codes--contractor is responsible for determining the minimum required shingle fire classification that is to be met, but which may be exceeded.

3. Shingles shall be architectural shingles. Organic felt shingles and fiber glass shingles impregnated with asphalt shall be coated on the top surface only with ceramic granules for a 5" exposure--color selected to match original shingles - or as directed by the Owner's Representative.

4. Shingles shall be warranted by the roofing manufacturer for a minimum of 25 years (2 years full coverage with the remainder pro-rated).

5. Shingles shall be offered in at least 3 different colors.

B. RUBBER MEMBRANE AND TORCH DOWN ROOFING:

1. Membrane

a. Install reinforced 60 mil EPDM securement strip at the perimeter conditions.

b. Position membrane without stretching over the substrate.

c. Allow the membrane to relax for approximately 1/2 hour before adhering.

d. Fold sheet in half longitudinally.

e. Fully adhere membrane to perimeter wood blocking with bonding adhesive. Membrane should extend up and over perimeter wood blocking and down 1" minimum onto the masonry. Fully adhere and nail 6" on center with cap nails on the same day installed.

f. Exposed corners of the perimeter wood blocking are to be flashed with uncured EPDM extending 1" down onto masonry and nailed at 6" on center with cap nails.

g. Install water cut-off at the end of the day's work using water cut-off mastic. Remove water cut-off mastic prior to beginning the next day's work.

h. Where applicable, fold EPDM field sheet into corners and create a "pig's ear" to eliminate excess material. Do not cut membrane. Adhere the pig's ear to the EPDM with splice adhesive.

i. Lap joints shall be a minimum of 5’-0" from roof drains. Seams shall be water lapped.

2. Lap Seam Tape Splices

a. Use manufacturer’s weathered membrane cleaner to prepare all EPDM left open for 24 hours or more.

b. All field lap seams to be fabricated using tape adhesive.

c. Shingle lay the membrane 5" towards the roof drain.

d. Mark 1" to the low side of the overlapping sheet with a crayon.

e. Tack back the overlaying sheet with primer at 4"-0" on center.

f. Thoroughly clean and prime membrane, on both the overlap and underlap conditions. Allow to dry.

g. When washing and priming seam, be sure to wash lengthwise across the sheet, except at factory seams where you should wash in direction of factory seam to remove talc.

h. Install tape in proper alignment so it will protrude 1/4" to 1/2" beyond overlaying sheet.

i. Roll seam tape with 4" hand roller. Using hand pressure only is not acceptable.

j. Bring overlapping membrane over the top of the seam tape and release the paper.

k. Remove release paper by pulling at a 45 degree angle.

l. At seam tape laps, lap seam tape 1".

m. Untack the EPDM sheet and allow it to fall into place.

n. Following removal of the release paper, broom membrane into sealant tape.

o. Roll seam with 1-1/2" silicone roller at a 45 degree angle to the seam.

p. Membrane manufacturer must supply all products used in seams.

3. Lap Seam Cover Strips at Field Splice Intersections

a. Use manufacturer’s weathered membrane cleaner to prepare all EPDM left open for 24 hours or more.

b. Following Owner’s Representative’s inspection of lap seam and the approval of same, wash the lap seam and EPDM membrane 6" to each side of the lap seam edge to remove any accumulated debris with clean water.

c. Scrub the power washed lap seam and EPDM membrane with water and soap, using a scrub brush. Rinse thoroughly.

d. Splice wash cleaned area. Prime 6" to each side of lap splice edge.

e. Install splice adhesive across the primed membrane with either a roller or a paint brush.

f. When the splice adhesive has been flashed off and is tacky to a finger-push test, install a 6" piece of self-adhering cured EPDM; center down lap splice edge.

g. Thoroughly roll the self-adhering cured EPDM cover strip into place with a rubber roller.

1) The salvaged adhesive edge of cover strip shall be thoroughly rolled into place.
2) At cover strip laps and other membrane laps, carefully roll along covered edge.

h. At the cover strip laps, tee-joints and other membrane location laps, install an uncured EPDM patch, large enough to extend a minimum of 3" beyond the lap in all directions. All patch corners are to be ROUNDED.

i. Splice wash all edges of the cured EPDM cover strip and the uncured EPDM patches.

j. Install a continuous bead of lap sealant over the edge of the cover strip and patches. Using an EPDM lap sealant screed, tool lap sealant into and over the edge of the cover strip and patching membrane.

k. All lap seam cover strip applications are to be reviewed and approved by the Owner’s Representative prior to the installation of the gravel ballast and/or concrete pavers.

4. ROOF CURB AND BASE FLASHING

a. Use manufacturer’s weathered membrane cleaner to prepare all EPDM left open for 24 hours or more.

b. Secure field membrane by screwing through metal anchor bar at 6" on center with approved screw fasteners. Where possible, install reinforced 60 mil EPDM securement strip previously fastened at 6" on center.

c. Extend roofing membrane up wall or vertical surface or over wood blocking nailer, as indicated, and fully adhere to reinforcement strip vertical surface.

d. Nail top of base flashing to wood nailer strip at 6" on center with 1" hard roofing nails with cap nails.

e. All flashings and terminations shall be done in accordance with manufacturer's standard details or as detailed, whichever is more stringent.

f. Use prefabricated, self adhering corners where possible.

g. Cover anchor bar strips with EPDM flashing, extending above anchor bar and 6" out on horizontal roof surface.

h. Apply the appropriate adhesive to the EPDM flashing, roofing membrane, and curb wall.

i. After the lap cement dries to a point where it does not string or stick to the dry finger touch, roll base flashing into the adhesive with a steel roller to achieve positive bonding.

j. Clean edges of the completed EPDM flashing laps with an approved splice wash. Apply the lap sealant along both edges of the EPDM flashing and feather.

k. All vertical splice laps shall be covered with a 6" minimum cover strip of uncured EPDM. Extend 3" beyond horizontally on the flat.

l. Fold EPDM flashing into corners to create a "pig's ear" and eliminate excess material. Do not cut off membrane. Adhere "pig's ear" to EPDM.
m. Cover vertical surfaces of the end wall flashing with uncured neoprene flashing. Apply EPDM lap sealant to exposed edges of uncured neoprene flashing.

n. Terminate top of the flashing on masonry with 1/8” x 1” aluminum termination bar with manufacturer-approved expansion anchors at 6" on center.

1) Install water cut-off mastic between the masonry and EPDM, prior to installation of termination bar.

2) Cut EPDM flush to top of termination bar.

3) Install EPDM lap sealant to top of termination bar.

p. Cover termination bar with metal counterflashing. See Section 07621.

q. The 1/8" thick aluminum termination bar must be installed atop base flashing on day base flashing in installed.

r. Secure top of the flashing on plywood and wood blocking with aluminum nails at 4" on center. Seal top of the flashing with EPDM lap sealant installed same day as flashing.

5. Pipe Penetrations

a. Use manufacturer’s weathered membrane cleaner to prepare all EPDM left open for 24 hours or more.

b. Flash pipe with premolded pipe flashings and self-adhering flange where installation is possible.

c. Where molded pipe flashings cannot be installed, use field fabricated flashing techniques using uncured EPDM.

d. Raise the pipe penetrations and roof vents to maintain a minimum 8" projection above the new roof surface. Verify all pipe penetrations extend to a minimum 8” above the finished roof surface.

e. Apply lap sealant at all flashing edges.

f. Provide water cut-off mastic between the pipe and molded pipe flashing.

g. Install stainless steel clamping ring around pipe at top of premolded pipe flashing.

h. Install EPDM lap sealant at top pipe boot and field flashing.

i. Premolded Pipe Boot:

1) When flashing must be cut to fit pipe penetration and top of premolded boot is below 8" above EPDM, pipe penetration is to be wrapped in uncured EPDM.

2) Top edge should be a minimum 8" above EPDM. Install premolded pipe boot.

3) Wrap all gas vent pipe penetrations with cured EPDM membrane following completion of field flashing.

4) Install stainless steel rain cap around pipe and over tip of field flashing.

6. Roof Drains

a. Remove existing roof drain dome, clamping ring, and any debris.

b. Install base insulation and tapered insulation. Cut out at roof drain outlet.

c. Originate tapered insulation at center of the drain.

d. Seal between the membrane and drain flange with water cut-off mastic, as indicated in manufacturer's standard details.

f. Set clamping ring and secure drain dome.

7. Daily Seal

a. Temporarily seal loose edges of membrane with water cut-off mastic or adhesive at end of the working day. Loose night seals are unacceptable.

1) Surface shall be clean and dry.

2) Apply water cut-off mastic at a rate of 100 lineal feet per gallon, 12" back from edge of the sheet onto exposed surface.

3) If necessary, use a trowel to spread material in order to achieve complete seal.

b. After embedding the membrane in night seal, check for continuous contact. Weight the edge, providing continuous pressure over length of the cut-off.

c. When the work is resumed, pull sheet face free before continuing installation.

d. Cut off and remove a portion of EPDM with water cut-off mastic on it.

8. Field Quality Control

a. Correct identified defects or irregularities.

b. Require site attendance of roofing and insulation material manufacturers 1 time during installation of the Work.

9. Cleaning

a. In areas where finished surfaces are soiled by Work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.

b. Repair or replace defaced or disfigured finishes caused by Work of this section.

10. Protection of Finished Work

a. Protect building surfaces against damage from roofing work.

b. Where traffic must continue over finished roof membrane, protect surfaces.

C. ROOF DECK:

1. Replacement panels shall be Structural 1, C-D Interior APA plywood with exterior glue of thickness to match existing. Partial replacement panels shall span over a **minimum** of 3 rafters or truss chords.

2. OSB or other wafer type sheathing is allowed so long as it complies with the roof shingle manufactures specifications and warranty.

D. ROOFING FELT AND WATERPROOFING UNDERLAYMENTS:

1. Roofing felt Underlayment: 15 lbs. per square non-perforated asphalt-saturated roofing felt--apply as the general underlayment conforming to ASTM D 226.

2. Waterproofing Underlayment: 40 mil thick, cold applied, self-adhering membrane composed of high strength polyethylene film coated on one side with a thick layer of adhesive consistency rubberized asphalt covered with release paper. Celotex "WinterGuard" or W.R. Grace "Ice and Water Shield", apply as the eaves protection and in the valleys. Apply membrane in strict accordance with the membrane manufacturer's printed instructions. **Do not apply asphalt felts over this waterproofing membrane.**

E. METAL FLASHINGS:

1. General flashing: 26 gauge prefinished galvanized or aluminized steel in a color as directed by the Owner's Representative.

2. Open valley flashing: 26 gauge - 32" wide (center inverted "V" or “W” break where metal flashing is exposed) prefinished galvanized or aluminized steel--lengths no less than 8 feet.

3. Step flashing: 26 gauge prefinished galvanized or aluminized steel 10" by 7" (or 2" wider than shingle exposure) bent for equal 5" vertical and horizontal legs. Step flashing at roof penetrations shall have 8" vertical leg and 4" horizontal leg.

4. Metal drip edge: Style “D” - 24 gauge, 1 1/8" roof edging and drip fabricated from bent prefinished aluminum. Drip edge shall be installed in longest lengths possible and not be installed

in lengths shorter than 2 feet. **Note:** *Install metal drip over underlayments at rakes, and under waterproofing membrane at eaves*.

5. Miscellaneous flashing: preformed and special, as required to flash to and/or around other roof penetrations and/or walls, shall be of 26 gauge prefinished galvanized or aluminized steel. Soil stack flashings of 2 1/2 lb. sheet lead or preformed polyvinyl shall be provided to replace defective flashings.

F. CEMENTS AND SEALANTS:

1. Asphalt plastic roofing cement as recommended by roofing material manufacturer. Asphalt primer (cleaner/bonding agent) required at all masonry prior to applying cement. **Note:** *Do not place asphalt roofing cement in contact with waterproofing membrane underlayment at eaves or in valleys.*

2. Shingle tab cement as recommended by shingle manufacturer for additional shingle securement on steeper sloped roofs and as sealant on any exposed nail heads.

3. Sealant: Tremco "Dymonic" urethane caulk, or equal

G. FASTENERS:

1. Nails shall be used in all cases for shingle application, or any substitution and use of staples thereof will constitute sufficient reason for rejection of the total installation. Nails, hot dipped galvanized or aluminum of 11 or 12 gauge, barbed or deformed shank with 3/8" to 7/16" diameter heads. Nails shall be 1 1/4" to 1 3/4" long to fully penetrate through a plywood deck, at least 1/8" (rehab roofs with 1x, or greater thickness, wood decks--use nails of sufficient length for full 3/4" penetration into wood).

2. Use of staples for shingle application is not permitted. Staples using a pneumatic or hammer gun is permitted in the application of underlayment felts, the building-up of repair areas and the flattening of existing curled/warped shingles, when either or both of which precede reroofing work. Use four (4) fasteners (nails) per shingle with the following exceptions: roofs which experience high winds or are considered to be a steep slope roofs will require six (6) fasteners per shingle placed in accord with NRCA and the shingle manufacturer's installation guidelines, or as otherwise recommended by the shingle manufacturer to maintain product warranty.

H. RIDGE VENTILATORS:

1. "Multi-pitch Filtervent" manufactured by Air Vent, Inc. (or equal), roll formed .032" prefinished aluminum or of durable molded high-impact co-polymer plastic (color fast) flexible but resists denting or cracking, net air flow 12 sq. inches (min.) per lineal foot, with weather filter to protect against infiltration of moisture, dust and insects. Provide as required manufactured components for ventilation at roof/wall junction, and shed roof peak conditions, etc. Factory finished in dark brown or black to blend with the roof shingle color.

I. RAFTER VENTS:

1. "Propervent/2", manufactured by Construction Products Division (or equal), semi-rigid polystyrene attic rafter vents. Staple to underside of roof sheathing at every truss space. Replacement of existing rafter vents is not required.

VI. APPLICATION PROCEDURES

A. PREPARATION:

1. Inspect all existing roof surfaces for conditions of loose, curled, lifted, buckled (warped) or broken shingles; loose, damaged or missing flashing; loose or protruding nails and/or staples. Based on the intended scope of work, make all repairs necessary to correct conditions in a manner acceptable to the roofing materials manufacturer and good roofing practices.

2. Inspect all existing roof trim boards and roof deck for loose or split members, or members that show signs of de-lamination, deterioration, rotting, or excessive warpage or splitting. Re-nail loose trim boards and decking, and repair or replace same where any condition of splitting, de-lamination, rotting, or warpage is excessive.

3. Inspect all masonry, at its juncture with the roof, for required flashing or counter-flashing replacement. Furnish and install as required and specified herewith.

4. Inspect all gutters and downspouts. Clean and/or replace, and realign as required for proper draining. Replace all missing gutter and downspout accessory components.

5. Inspect attic framing members, soffit and roof vents for abnormal or failing conditions. Identify and correct all noted deficiencies. Where replacement of existing ridge ventilators is required, inspect deck openings at ridge to ensure that the required 1 1/2" minimum clear opening is provided -- saw cut roof deck where required to provide the optimum clear opening.

6. Inspect attic for signs and location(s) of roof leakage to determine scope of required shingle, flashing, etc. replacement. Make all needed repairs.

7. Inspect attic for presence/absence of a rafter vent within every rafter/truss space and the lack of light along soffit length indicating clogged (closed) air passages. Clear passages and install a polystyrene rafter vent within every space where none exists.

8. Inspect operation of mechanical roof ventilators. Verify both the presence and proper operation of high temperature and humidistatic controls. Inform owner of any inoperative ventilator conditions and/or of the absence of controls.

9. During cold weather application of shingles, allow for expansion of shingles during warm temperatures to prevent buckling (appearance of fish-mouth). Conversely warm weather application of shingles require full contact at shingles butt ends.

10. General shingle installation requirements:

a. Head lap to be no less than 6”, exposure 5” minimum.

b. Double shingles at eaves and cornices. Provide specified heal lap and lay shingles to an even line with joints breaking.

c. Full shingle to receive at least four (4) nails; 1” from each end and one (1) nail about 5” on each side of center cut-out.

d. Extend shingle beyond metal drip edge 1/4” along eaves and beyond metal edging at the rake. Cutting off excess shingle material flush with metal edging is not permitted and will be just cause for rejection of work.

B. REPAIR APPLICATION PROCEDURES:

1. Where partial removal of existing roofing is required to accommodate limited shingle replacement, remove all shingles within the affected area(s). If leaking has occurred within the affected area(s), overlay new 15 lb. felts over existing felts--cement all laps, edges, and ends. Install new shingles matching the composition, color and tab alignment of the existing shingles.

2. Where excessive deterioration of eaves construction, caused by ice dams, is found, and/or where reported leaks have been occurring along interior surfaces at exterior walls, the following method of eaves flashing shall be provided:

a. Remove existing shingles starting at the eaves edge then proceed upward to a line parallel to and at least 24" past the inside face of the exterior wall. Cut the existing felt underlayment along a line 18" past the inside face of the exterior wall- -this will provide a minimum 6" wide strip (flap) of existing felt underlayment exposed below the remaining shingles. Remove the felt underlayment starting from the cut line down to eaves to expose wood deck. Temporarily fold back the 6" flap of exposed felt underlayment over the remaining shingles directly above.

b. Apply the self-adhering waterproofing membrane directly to the bare (exposed) wood deck. Apply the membrane parallel to the eaves starting from the bottom edge of the deck--overlapping the metal drip edge installed along the eaves—then continuing upward to a line parallel to and at least 24" past the inside face of the exterior wall. Lower the previously folded back 6" flap of existing felt underlayment, overlapping the newly applied membrane approximately 6". Using a non-solvent based cement, continuously cement along the resultant overlap and all end laps to ensure a waterproof installation. Apply metal drip edges over the underlayments along each rake.

c. Apply new shingles matching the composition, color, and tab alignment of the existing shingles.

1. Where total removal of old shingles is not required, apply new shingles directly over existing shingles. Where partial removal of old roofing is required to make deck or flashing repairs, apply asphalt underlayment felt over roof deck adequately lapping all edges of the underlayment. Fill-in area with reclaimed or new shingles to raise repaired area up to level of adjoining roof surfaces. Broom roof surfaces and valleys to remove all debris before commencing reroofing.

2. Underlayment felt shall be applied only over existing shingles at areas known to have leaked. Verify location(s) of leakage during inspection of attic.

3. The application of new shingles over existing shingles shall commence after required deck repairs, underlayment work and shingle patching have been completed. Based on the use of three-tab, square-butt shingles applied so that all cutouts are centered over the tabs in the course below, the following application guideline is provided:
[Contractor is to make required lateral adjustments to avoid alignment of nailing points and ends of shingles between the new and the existing.]

a. Starter Course: After removing 3" from the end of the first shingle, cut off tabs and upper portion of the shingle so that the remainder is slightly greater in width than the exposure at the

first row of existing shingles at the eaves. Starter course shall abut upper course shingle and extend 1/4 inch beyond the metal drip edge at both eaves and rake. Set starter course (strip shingle) in full bed of asphalt plastic cement along eaves.

b. First Course: Cut off head of a full shingle as required (normally 2" when the existing shingle exposure is 5") so shingle fits tight to the butts of existing third course while extending 1/4 inch beyond the metal drip edge at the eaves and rake (the same as was required for the starter course). Start at rake with full width shingle.

c. Second through Fourth Courses:
- The SECOND course should be started with a shingle from which 6" have been cut.
- The THIRD course should be started with a shingle from which the entire first tab has been cut.
- The FOURTH course should be started with a one-half shingle.

d. Repeat application cycle every fifth course starting with a full-width shingle. Always place top edge of new shingle against butt end of existing shingles in course above.

e. **SPECIAL REQUIREMENT:** For steep slope roofs; i.e., where the roof pitch exceeds 45° or 12" per foot, secure each shingle with six (6) fasteners and apply a dab of shingle tab cement under each shingle tab at the time each shingle is installed. Upon installing each shingle, press down each shingle tab to disburse cement to secure to underlying shingle.

C. TOTAL TEAR-OFF AND REPLACEMENT APPLICATION PROCEDURES:

1. Remove all existing roofing (shingles and underlayment felts).

a. Expose only that portion of the roof deck that is able to be repaired and recovered with 15 lb. asphalt felt underlayment before leaving the project at the end of the work day. Remove shingles starting at ridge working downward towards eaves taking care not to damage old metal flashings that may need to be used as patterns for the fabrication of replacement flashings.

b. Broom roof surfaces and valleys to remove all debris before commencing underlayment application.

2. Apply new underlayment felt/waterproofing membrane over exposed decking. Based on the use of a waterproofing membrane at eaves and valleys, and 15lbs. asphalt saturated felts as general underlayment.

a. Eaves Protection: Remove all dirt and dust from the deck. After applying a new metal drip edge along the eaves, apply the self-adhering waterproofing membrane underlayment directly to the bare wood deck. Apply the membrane parallel with the eaves starting from the lower edge of the deck (overlapping the metal drip edge) then extend membrane up the deck to a line parallel with, and at least 24" past, the inside face of the exterior wall. Overlap sheets in a manner so as to shed water. All end laps to be a minimum of 6". Press all lap joints firmly with a roller to insure a waterproof installation. Stagger the end laps a minimum of 2 feet apart from course to course.

b. Valley Underlayment: Remove all dirt and dust from the deck surface at the valley. Apply the self-adhering waterproofing membrane underlayment to the bare wood deck. Starting at the bottom of the valley, apply the 36" wide (full-width) membrane up the center of the valley.

Refer to par. E.2.b. below for the lapping and application requirements for the underlayment asphalt felts which intersect the valley.

c. General Underlayment: Apply over the remainder of the exposed roof deck a double layer of 15lb. asphalt-saturated (non-perforated) felt. Overlapping the eaves protection membrane 6", start with a 19" wide starter sheet applied parallel with the eaves. Then apply a full-width sheet over the starter sheet, again overlapping the eaves protection membrane 6". Succeeding sheets should be lapped 19" over the preceding sheet leaving a 17" exposure. Lay all felts parallel to eaves overlapping in a manner so as to shed water. End laps are to be a minimum of 6" and are to be staggered 6 feet apart from course to course. Felts are to be backnailed under the laps only as necessary to hold the felts in place until the shingle roofing material is applied. Laps (felt to felt) may be sealed with plastic asphalt cement as required. **Note**: *The lap where the felt overlaps the eaves waterproofing membrane is to be continuously sealed with a non-solvent based cement such as a silicone or acrylic sealant.*

3. New shingle application. Based on the use of three-tab, square-butt shingles, applied so that all cutouts are centered over the tabs in the course below, the following guideline is provided:

a. Starter Course: Apply a row of either shingles or a 9-inch (or wider) starter strip of 90# mineral surfaced roll roofing along eaves extending 1/4 inch beyond the metal drip edge at both the eaves and rake. If self-sealing shingles are used for the started course, the exposed (tab) portion of the shingle and 3" off the end of the shingle should be removed. Set starter course in full bed of asphalt cement.

b. First Course: Should be started with a full-width shingle over the starter course so it extends (the same as the starter course below) beyond the metal drip edge at both the eaves and the rake 1/4 inch.

c. Second through Fourth Courses:
- The SECOND course should be started with a shingle from which 6" have been cut.
- The THIRD course should be started with a shingle from which the entire first tab has been cut.
- The FOURTH course should be started with a one-half shingle.

d. Repeat application cycle every fifth course starting with a full-width shingle.

e. **SPECIAL REQUIREMENT:** For steep slope roofs; i.e., where the roof pitch exceeds 45° or 12" per foot, secure each shingle with six (6) fasteners and apply a dab of shingle tab cement under each shingle tab at the time each shingle is installed. Upon installing each shingle, press down each shingle tab to disburse cement to secure to underlying shingle.

f. Apply shingles along ridge straight and uniform in "Boston Ridge" fashion, in accordance with shingle manufacturer's instructions where power ventilators exist. Cement ridge shingles to underlying shingles.

g. Install new replacement ridge ventilators, in lieu of a Boston Ridge, wherever ridge ventilators were previously installed. Recut wood deck at ridge ventilator locations wherever inadequate clear air passage space exists.

4. Place nails in strict accordance with shingle manufacturer's written instructions. Do not readjust shingle after placement of 2 nails--remove all nails, patch holes and reinstall shingle placing nail near, but not in, old nail holes.

D. VALLEY FLASHING:

1. Replacement of valley flashings is mandatory for "Tear-off and Replacement", but is only required for" Repair" and "Reroofing" where leakage occurs within a valley and/or in the judgment of the contractor replacement is warranted to extend the life of the total roofing system equal to the warranty life of the shingles (remaining warranty life in the case of repairs).

2. Where the previously applied valley underlayment is a self-adhering waterproofing membrane, substitute mineral-surfaced roll roofing in lieu of felts.

3. Valley Re-flashing Preparation: Valleys shall match type existing (open or closed) unless otherwise specified herewith. Roof valleys shall be prepared as follows:

a. If reroofing is required and the existing roof has an open valley, buildup the depressed valley area with 90# mineral surfaced roll roofing flush with adjoining roofing before installing new valley materials.

b. If total removal of existing roofing is required, remove existing valley flashing and underlayment to expose wood deck. Repair and/or replace any failed decking, then apply a 36" wide (full-width) self-adhering waterproofing membrane up the center of valley. Start membrane application at the bottom of valley and work upwards, overlapping membrane sheets 6" at lap joints. Trim horizontal courses of felt to overlap valley strip 6"--cement lapping felts entire length of valley using the non-solvent non-asphaltic cement. Complete open, woven or closed cut valleys as specified herein.

4. Open Valley Installations: Open valleys may be of either exposed mineral-surfaced roll roofing or sheet metal. Refer to par. 3. Valley Re-flashing Preparation: above.

a. Mineral-Surfaced Roll Roofing Valley: Apply 18" wide 90# mineral surfaced roll roofing (face side down) centered in valley and trimmed flush with eaves drip edge. Using only enough nails to hold the sheet smoothly in place, apply second layer of 90# mineral surfaced roll roofing 36" wide,(face side up) centered in valley over first strip and trimmed at the eaves. Starting at eaves, lap each successive sheet 12" over so as to shed water; embed each lap in asphalt plastic cement.

b. Sheet Metal Valley: Using only enough nails to hold the sheet smoothly in place, apply a 36" wide layer of 15lb asphalt-saturated (non-perforated) felt over the previously applied underlayment; center on valley and trim at eaves. Starting at eaves, lap each successive sheet 12" over so as to shed water; embed each lap in asphalt plastic cement. Then install the 32" wide metal valley flashing by securing both sides to decking with metal receiver cleats placed 8" to 12" o.c.--do not nail directly into metal valley flashing. Starting at eaves, lap each successive piece 6" over so as to shed water. Trim at eaves.

c. Snap two chalk lines, for shingle termination, starting at the ridge 3" out from each side of valley center and diverging outward 1/8" per foot down valley to metal drip edge, then:

1) Measure and cut shingles to a chalk line. To prevent damage to the valley flashing, do not cut shingles after they are installed.

2) At each cut edge in the valley, trim an inch off upper corner of each shingle on a 45° angle to direct water into valley.

3) Spot cement each shingle to the valley flashing and to shingle below in a 4"bed of asphalt plastic roofing cement. Do not nail into metal valley flashing.

5. Closed Cut Valley Installations: Refer to par. 3. Valley Re-flashing Preparation: above. a. Using only enough nails to hold the sheet smoothly in place, apply a 36" wide layer of 15 lb. asphalt-saturated (non-perforated) felt over the previously applied underlayment; center on valley and trim at eaves. Refer to par. 4.b. Open Valley Installations: for lap joint requirements.

b. Apply shingles for closed cut valley as follows:

1) Apply first course along eaves of one intersecting roof plane and across valley extending up adjoining roof for a distance of no less than 12".

2) Apply succeeding courses in same manner as first course.

3) Pressing shingles firmly into valley, nail using normal shingle fastening methods, except that 1) no fasteners shall be placed within 6" of valley's center line, and 2) two fasteners shall be placed at the end of each shingle crossing the valley.

4) Apply shingles on adjoining roof plane (opposite side of valley) starting along eaves and crossing the valley onto the previously applied shingles. Snap chalk line no less than 2" back from valley center line and trim shingles to the line to ensure a neat installation.

5) Trim one inch on a 45$_{o}$ angle from upper corner of each shingle to direct water into valley.

6) Finally, embed each trimmed shingle end in a 4 inch wide strip of asphalt plastic cement.

6. Woven Valley Installations: Refer to par. 3. Valley Re-flashing Preparation: above.

a. Using only enough nails to hold the sheet smoothly in place, apply a 36" wide layer of 15 lb. asphalt-saturated (non-perforated) felt over the previously applied underlayment; center on valley and trim at eaves. Refer to par. 4.b. Open Valley Installations: for lap joint requirements.

b. Apply shingles for woven valley as follows:

1) Apply first course along eaves of roof area at the right-hand side up to and across valley extending up adjoining roof for a distance no less than 12”.

2) Then from the left-hand side apply first course along eaves of intersecting roof plane up to and across valley over top of shingles already crossing valley. Extend onto roof plane no less than 12" beyond the valley center.
3) Apply successive shingle courses alternately as described above, weaving the shingles into the valley and over the preceding shingle. Pressing shingles firmly into valley, nail using normal shingle fastening methods except, that: 1) no fasteners shall be placed within 6" of the valley center line, and 2) two fasteners shall be placed at the end of each shingle crossing the valley.

E. MISCELLANEOUS FLASHINGS:

1. Flashing against vertical sidewall:

a. Step flashings shall remain--repair and replace as required to maintain flashing protection.

b. Align top edge of new shingle against butt edge of existing.

c. Trim new shingles to within 3/8 inch of the vertical face of any existing step flashing. Embed the last 4 inches of the end shingle of each course in asphalt plastic cement.

d. Run a continuous caulk bead of cement between new shingle and sidewall flashing.

2. Install new preformed or reclaimed soil stack and vent pipe flashings when opening falls within new shingle. Set flashing in mastic and resume shingling. Cut shingles in successive courses to fit around pipe allowing 3/8 inch clearance between shingle cut and flashing. Embed shingles in asphalt plastic roofing cement. Lower flange of flashing shall overlap lower shingles. Seal flashing to stack or vent with urethane caulk.

3. Flashings around chimney and roof curbs:

a. Where not already provided, construct new cricket (wood saddle) at high side (rear) of items projecting through roofs that are 20" or wider.

b. Apply underlayment felt and shingles up to front edge before flashing.

c. Where masonry is to be flashed apply a coat of asphalt primer to seal surfaces to provide adhesion of asphalt plastic cement.

d. Install metal base flashing around all sides. Lower section to be embedded in cement, and to extend at least 4 inches horizontally over shingles and 12 inches vertically up surface.

e. Install metal step flashing at sides. Secure to deck with nails and vertically with cement to masonry.

f. Cut and bend flashing over cricket and to back of chimney/curb extending onto roof surface and up vertical faces at least 8 inches in both directions.

g. Rake out mortar joints 1 1/2 inches, to receive metal cap flashing. Refill joint with portland cement mortar. Bend flashing down over base flashing and make weathertight within urethane sealant.

F. GUTTER/DOWNSPOUT REPLACEMENT:

a. Where existing gutters or downspouts are deficient; i.e., require more than minor repair or are missing altogether, replacement shall be provided as specified below.

b. Half or quarter round gutters are required unless otherwise indicated by the owner.

c. 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 4" diameter downspout. All downspouts shall be a minimum of 024 gauge.

d. Provide a precast or preformed spill block at every new downspout installation.

VII. CLEANING AND PROJECT CLOSE-OUT

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

B. GUARANTEE. As part at the final request for payment, Contractor shall submit to DCD the following Guarantee documents:

1. After completion of the work, the contractor shall present the guarantee as provided by the manufacturer of the roofing materials to DCD.

2. After completion of the work the contractor shall execute the two (2) year guarantee incorporated herein covering items of work other than the roof materials as covered by the manufacturer’s guarantee.

Scope of Work for 4437-41 North 25th Street, Historic Garden Homes

4437-41 North 25th Street is a double house in the Historic Garden Homes District. These properties require renovations to return them to their original, historic condition. Contractor must be skilled and experienced in renovating older, distressed properties. Renovations require like-with-like materials that match patterns and dimensions on the existing house. Contractor is responsible for verification of all field measurements and material quantities.

Items that need renovation are listed below followed by supplemental specs for repair items. Note that this list is to be used in conjunction with the technical specifications that are part of the bid package. Contractor must read and follow all technical specifications – (for example - comply with the lead safe rehab standards as outlined in Section 01810 Lead Dust Hazards, etc…)

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.

4437-41 North 25th Street: Roof, Gutters and Eaves

1. Chimneys are not being rebuilt or tuckpointed – only flashing is to be installed. Chimney at 4401 North 26th Street is correctly flashed and step flashing to be recreated in this manner at **4437-41 North 25th Street**.

2. Roof requires complete tear off, sheathing, flashing and roofing with Certainteed XT-30, three tab shingles in Maple Red color. Ridge of roof to have a double layer of shingles over the ridge vent. Ridge vent to cover full ridge, not finish before end. Metal valley flashing, drip edge and gutter apron to be color that matches or is one shade darker than roof color (or black if matching colors are not available.)

3. Minimal rebuild eaves in order to accommodate roof and gutters; replace any rotted fascia boards, soffit boards, crown molding, trim, brackets etc… All wood repairs to be with clear cedar.

4. Install half round gutters and corresponding down spouts in pewter gray color. Gutters to be ordered from classicgutters.com

5. Paint all new and restored wood at eaves with Benjamin Moore, Moor-Gard latex paint. All existing trim to be scraped thoroughly and carefully. Provide smooth surface for paint application. Paint all exterior surfaces with one coat of bonding primer and two coats of exterior paint.

6. Remove all junk trees and shrubs in yard and along foundation. Grind down any large stumps.

7. House to be secured at the end of each work day. All boards to be replaced on doors and windows to prevent vandalism and break-ins.

Supplemental Specifications for Roofing and Gutters

Roofing shingles to be used are GAF Timberline, Natural Shadow in Pewter Gray or Barkwood color, unless otherwise specified. Drip edges, gutter apron and roof valleys should match color of roof shingles as closely as possible (e.g. use black drip edge etc… when installing pewter gray shingles.)

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.

3) Sheath the roof with OSB a minimum of 7/16" thick to create a continuous nailing surface.

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.

8) For all roof 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 unless approved by owner's representative.)

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

10) Install a full shingle starter strip along the base of the roof. 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

Install new half-round gutters and downspouts. Gutter and downspout color to be **granite gray** unless otherwise specified. Gutters to be half-round unless otherwise specified.

a) Half-round gutters must be installed with brackets or straps installed under the roof shingles and not directly mounted to the fascia board. 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.

b) Gutters longer than 40 feet should be sloped in two directions from the midpoint of the gutter and connected to a minimum of a 4" 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

Aluminum half round gutters are supplied by the gutter store in various colors. www.merchantcircle.com/business/The.Gutter.Store.414-258-8000

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.

Decorative tin ornamentation and metal flashing

- To be repaired per specifications provided by owner's representative

SUPPLEMENTAL SPECIFICATIONS for CARPENTRY

These guidelines to be followed where applicable

All wood repair and replacement to be made with **clear wood, no knots, no sapwood**. All new wood must be primed and painted as soon as possible after installation to insure durability of paint job.

All wood repairs/replacement to wood siding, trim and decorative details must be with clear, smooth wood with no knots and no sapwood. Wood to be Eastern White Pine, Spanish Cedar or Western Red Cedar. (Western or Ponderosa Pine is not recommended as it rots prematurely in most exterior applications.

Repair and replacement of wood siding, shingles and trim must match dimensions and patterns of existing siding, shingles and trim.

Porch Repairs/Reconstruction:

1. Secure porch roof while deck, posts and roof are inspected for deterioration. Replace damaged or deteriorated framing members with same dimensioned materials. Install new porch foundation piers directly below each column.

2. Raise and level porch roof leaving a slight slope to allow water runoff. Install new 6"x 6" posts that extend from the ground to the porch roof. Columns are to be placed in same locations as existing columns. Sheathe roof with 7/16" OSB and apply appropriate roofing. OSB must not be visible on finished porch roof. See drawings supplied for boxing columns and capitol design.

3. 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. All decking shall extend a minimum of 1" beyond the porch skirt framing

    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.

4. 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 bottom rail built up with 2X and 1X material (see plans). 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.

5. 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. Clear cedar boards must 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.

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

   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.

Siding and Trim repair and replacement. Windows and Doors:

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)

Quarter sawn vertical grain clapboards to be used for replacement of wood clapboards (for example see wardclapboards.com). Sawn wood replacement shingles to be all clear cedar, vertical grain with no knots or sapwood. (Premium Grade Sidewall, 100% Vertical Grain Shingles)

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.

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.

SUPPLEMENTAL SPECIFICATIONS for MASONRY

All brick and mortar repairs must blend with existing brick and mortar color, patterns, mortar mix and joint thickness. Repairs must maintain the historic integrity of existing brick and masonry work. 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.

GUARANTEE: (2 Years)

The following guarantee shall be executed by the General Contractor and furnished to the Commissioner of DCD on completion of the roofing:

Located: _____

Whereas, _____, General Contractor, has furnished the labor and material required to apply roofing materials and sheet metal work on the roof located at _____, Milwaukee, Wisconsin, and in consideration of the purchase of the roofing and metal work in accordance with contract terms, has agreed to issue a guarantee to the Commissioner of DCD.

Therefore, _____, General Contractor, agrees that for a period of two (2) years from the date thereof, _____ _____ General Contractor, will at (his) (its) own expense make any repairs (excepting repairs of injury from any cause other than ordinary wear and tear by the elements) that may become necessary to maintain the roofing and flashing on the roof of_____, Milwaukee, Wisconsin, in a watertight condition and free from blistering and bleeding.

In Witness Where of _____

Contractor, has executed this guarantee. Date

_____ _____

_____ _____

_____ _____

Witnesses:

_____

_____

_____

If the roofing contractor is a corporation, the guarantee shall be signed by two (2) authorized officers of the company.

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.