

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

**INVITATION TO BID**

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

OFFICIAL NOTICE NO. 57336

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 **March 23, 2012 at 11:00 A.M.**

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**IMPORTANT**

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

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

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

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

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

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

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

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DESCRIPTION **General Contracting Services**  
**749 N. 31<sup>st</sup> Street**  
**Housing Infrastructure Preservation Program**  
**Milwaukee, WI**

DETAILS OF SPECIFICATIONS: dated March 5, 2012

CITY OF MILWAUKEE  
SPECIFIC OFFICIAL NOTICE NO. 57336

FOR: **General Contracting Services**  
**749 N. 31<sup>st</sup> Street**  
**Housing Infrastructure Preservation Program**  
**Milwaukee, WI**

The M/W/SBE Requirement for this Project is:25%  
**(5.6% African-American, 0.1% Asian American, 7.3% WBE, and 12% SBE)**  
The Residency Requirement for this Project is: 40%  
The Apprenticeship Requirements for this Project are: N/A

Liquidated damages per diem: \$75.00

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

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

DETAILED SPECIFICATIONS: March 5, 2012

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

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE **OFFICES OF THE DEPARTMENT OF CITY DEVELOPMENT ON FRIDAY, March 23, 2012 at 11:00 A.M.**

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

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

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

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

Please e-mail Scott Stange with any questions regarding this bid: [sstang@milwaukee.gov](mailto:sstang@milwaukee.gov). The deadline for questions will be **Thursday, March 15, 2012**. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this Bid by **Friday March 16, 2012** and will be posted on the above referenced website. Bidders will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the Invitation for Bid, and all Bidders shall be bound by such, whether or not received by the Bidder.



FOR: **General Contracting Services**  
**749 N. 31st 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 Services listed in the project specific scope, in accordance with the bid documents and specifications herein

**LUMP SUM**

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

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

**ALTERNATE ITEM**

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

**LUMP SUM**

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

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

**\*\*\* IMPORTANT NOTICE \*\*\***

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

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

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

ACKNOWLEDGEMENTS PAGE

Official Notice No. \_\_\_\_\_  
Project No. \_\_\_\_\_

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

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

The bidder's commitment for M/W/SBE participation on this project is 25 %

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

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

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

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

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

We acknowledge the receipt of Addenda \_\_\_\_\_ to \_\_\_\_\_ inclusive.

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

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

Rev. 2/2012

Official Notice No. \_\_\_\_\_  
Project No. \_\_\_\_\_

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

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

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

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

\_\_\_\_\_  
(City, State, Zip Code)



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

**MUST BE SIGNED**

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

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

If a Corporation, answer the following:

Incorporated under laws of what state? \_\_\_\_\_

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

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

I, being first duly sworn at \_\_\_\_\_  
(City, State)

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



**MUST BE SIGNED**

**Signature** \_\_\_\_\_

\_\_\_\_\_  
(Title, if any)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public, \_\_\_\_\_ County  
State of \_\_\_\_\_

\_\_\_\_\_  
(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: \_\_\_\_\_

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

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

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

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

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

Describe Services Rendered: \_\_\_\_\_

Time of Completion: \_\_\_\_\_

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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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## Disclosure of Ownership

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

- (1)** On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2)** The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3)** This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
  - (A)** The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B)** The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

### Other Construction Business

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

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

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

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

**City of Milwaukee  
Department of City Development  
Residents Preference Program Provisions**

I. General

- A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of City Development (DCD). The ordinance requires that 40% of WORKER HOURS worked on a DCD contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Commissioner of Department of City Development determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner of Department of City Development may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that a minimum 40 % of WORKER HOURS will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required, or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the department setting forth the facts upon which the request for adjustment is based.
- B. The contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City. The contractor shall prepare and submit accurate and timely resident utilization forms and reports to the Department of City Development. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. The reports shall identify the name, address, race, gender, work classification, wage rates and hours worked of all employees utilized on the contract by the contractor and all subcontractors. Failure to submit the required forms and reports to the Department of City Development may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the Department of City Development.
- C. During the performance of this contract the Department of City Development reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of the Department of City Development will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this ordinance, the Department of City Development may take one or more of the actions listed below.
1. Withhold payments on the contract.
  2. Terminate or cancel the contract, in whole or in part.
  3. Consider possible debarment of the contractor from bidding for a period of up to two years.
  4. Any other remedy available to the City at law or in equity.

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

## II. Definitions

- A. **RESIDENT** – A person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the City. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.
- B. **UNEMPLOYED or UNDEREMPLOYED** – a **RESIDENT** that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted by the Wisconsin Department of Public Instruction to define eligibility for reduced lunch in public schools. A **RESIDENT** will continue to qualify as unemployed or underemployed for five (5) years from the date he or she first participates in a contract under Chapter 309. If a **RESIDENT** becomes an apprentice for a contractor or becomes a participant in an on-the-job training program as determined by the City immediately after or in the course of performing on a particular construction contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding 5 years from the date the person became an apprentice or participant in such on-the-job training program.
- C. **WORKER HOURS** – means the total hours worked on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. In determining the total worker hours to be furnished at a construction site, the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. "Worker hours" includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

## III. Residency Utilization Requirements

- A. The contractor shall utilize **UNEMPLOYED or UNDEREMPLOYED RESIDENTS** of the City in a minimum amount equal to the percentage of the **WORKER HOURS** stated in paragraph IA above.
- B. The contractor, by signing and submitting a bid, certifies that it understands the provisions of Chapter 309 and knows of and intends to comply with them, and shall ensure that all subcontractors are also informed.
- C. The contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the City. These records

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

- D. Compliance with these residency requirements is an element of bid responsiveness. Failure to meet the specified residency requirements will render the bid unresponsive, and the Commissioner of the Department of City Development may then recommend the award to the next apparent low bidder.
- E. The City recognizes the following two organizations which can be contacted for access to trained or qualified workers from the City. Other organizations or sources of qualified RESIDENTS can be used at the bidder's discretion.
  - 1. Milwaukee Urban League, located at 435 West North Avenue, Milwaukee, WI 53212. Telephone number 414-374-5850 Ext. 103, fax number 414-374-1995.
  - 2. Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.
- F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of the Department of City Development.
- G. Right to Appeal – All contracts awarded under ss. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of the Department of City Development to the lowest responsible bidder determined in accordance with any applicable City ordinances relating to the participation of MWSBE Programs or requiring participation of City RESIDENTS. Following the opening of any bid where the Commissioner has considered compliance with such City ordinances, the Commissioner shall publish in an official City newspaper his or her determination as to the lowest responsible bidder. Any bidder who objects to the determination based on the consideration of such City Ordinances, may appeal the recommendation by filing a written appeal with the Commissioner within five (5) working days of the date of publication. The appeal shall state the specific objection to the determination, including supporting documentation, and specify an alternative determination. Any appeals that do not conform to this section shall not be considered. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the Commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

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

\_\_\_\_\_  
DPW Contract No.

### Employee Affidavit Residents Preference Program

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

**Residency status:**

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

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

**AND**

**Unemployment status:**

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

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

**OR**

**Underemployed status:**

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Telephone Number

Subscribed and sworn to me this \_\_\_\_\_ day

Of \_\_\_\_\_, \_\_\_\_\_ A.D.

My Commission Expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Milwaukee County

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

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

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

Source: Wisconsin Department of Public Instruction School Nutrition Programs

## City Of Milwaukee

### Department Of City Development

#### Minority/Women/Small Business Enterprise (MWSBE) Provisions

##### I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Minority/Women/Small Business Enterprise (M/W/SBE) participation is required in all contracting activities of the Department of City Development. The ordinance requires that certified MWSBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of the Department of City Development, as a contracting officer for the City, requires all bidders to utilize MWSBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum 25 % MWSBE participation.
- B. The prime contractor shall prepare and submit accurate and timely MWSBE utilization forms and reports to the Department of City Development. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and MWSBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of City Development may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final MWSBE utilization reports and MWSBE subcontractor payment certification forms are on file with the Department of City Development.
- C. During the performance of this contract, the Department of City Development reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of the Department of City Development will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of City Development may take one or more of the actions listed below:
1. Terminate or cancel the contract, in whole or in part.
  2. Consider possible debarment of the prime contractor from bidding.
  3. Withhold payments on the contract.
  4. Any other remedy available to the City at law or in equity.

##### II. Definitions

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

1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.
2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.
3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. MWSBE Utilization Requirements

- A. Each prime contractor shall utilize MWSBE to a minimum of 25 % on this contract. Note that the prime contractors shall be required to attain MWSBE participation on their base bid including specified allowances, alternatives, and change orders. MWSBE commitments relative to contract award shall be based upon the approved MWSBE Compliance Plan (Form A).
- B. The determination of MWSBE utilization shall be based on the following criteria:
  1. The firms identified as MWSBE by the prime contractor on the MWSBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.
  2. The prime contractor shall be credited for the entire expenditure to MWSBE firms only if all of the identified scope of work is performed directly by the certified MWSBE firm.
  3. The prime contractor shall be credited for the entire expenditure to MWSBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the MWSBE goals may be expended for MWSBE suppliers that do not manufacture products they supply.
  4. The prime contractor shall count toward the MWSBE requirement only those payments to MWSBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an MWSBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an MWSBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an MWSBE, the full amount of the work performed by that third tier MWSBE can be counted toward MWSBE participation. However, if the third party subcontractor is not an MWSBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-MWSBE subcontractor. MWSBEs are required to notify the Department of City Development if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the MWSBE requirement. The Commissioner of the Department of City Development will make the final determination and evaluation of whether the MWSBE is performing a commercially-useful function.
- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The

completed MWSBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."

1. Information on Form A shall include, but not be limited to:
  - a. The names, addresses, telephone numbers, MWSBE Certification designation and contact person names for the certified MWSBE contractors that will participate on the project as subcontractors or suppliers;
  - b. A description of the scope of work to be performed by the MWSBE on this project; and
  - c. The MWSBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
2. Listing an MWSBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the MWSBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
3. MWSBE participation is an element of bid responsiveness. Failure to meet the specified MWSBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified MWSBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
4. Only MWSBEs that have been certified by the Office of Small Business Development may be listed on the MWSBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified MWSBE firms is maintained at:

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

- D. After execution of the contract, if for any reason an MWSBE cannot perform, the prime contractor shall contact the Commissioner of the Department of City Development for approval to substitute another certified MWSBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-MWSBE firm may be substituted with the approval of the Commissioner of the Department of City Development.
- E. If the prime contractor has a problem in meeting the MWSBE requirements or if any other problems relative to MWSBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of the Department of City Development.
- F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.

G. Right to Appeal.

All contracts awarded under ss.7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of the Department of City Development to the lowest responsible bidder determined in accordance with applicable City ordinances for participation of the Office of Small Business Development. Following the opening of any bid involving a determination under applicable City ordinances for participation of M/W/SBE, the Commissioner of the Department of City Development shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for participation of M/W/SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of the Department of City Development within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, include supporting documentation and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair and the Director of the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have authority by majority vote to affirm or set aside the recommendation of the Commissioner of the Department of City Development and its decision in this regard shall be final. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

H. **Percentage of Required MWSBE Participation**

- Construction 25%
- The Purchase of Goods and Services 25%
- The Purchase of Professional Services 18%

The following tables outline the specific types of Business Enterprises and the percentage requirement for particular contract types. Once the specific enterprise percentage listed below is met for a particular contract type the overall MWSBE percentage requirement may be met by using any other certified MWSBE

For example, a Construction contract requiring 25% MWSBE can be achieved by using an African American MWSBE for 5.57, an Asian American MWSBE for .07 and a WBE for 7.31. The remaining 12.05% can be met by using any certified MWSBE.

	<b>Construction</b>	<b>Goods &amp; Services</b>	<b>Professional Services</b>
<b>MBE</b>			
African American Firms	5.57%		
Asian American Firms	0.07%		
Hispanic Firms		3.23%	
Native American Firms		0.17%	
<b>WBE</b>	7.31%	17.09%	
<b>SBE</b>	12.05%	4.51%	18%
<b>TOTAL</b>	<b>25%</b>	<b>25%</b>	<b>18%</b>

**M/W/SBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS**

PRIME CONTRACTOR’S NAME: \_\_\_\_\_

OFFICIAL NOTICE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

TOTAL BID AMOUNT: \_\_\_\_\_

TOTAL M/W/SBE AMOUNT: \_\_\_\_\_

This Form A must be completed in its entirety and is a **required** submission with a Bid or Request for Proposal. List all proposed M/W/SBE subcontractor(s) and/or material supplier(s) for this project. **NOTE:** To receive full credit, M/W/SBE’s must perform commercially useful work at the job site. ONLY up to twenty percent (20%) credit may be given under certain circumstances to M/W/SBE suppliers or other M/W/SBE contractors who assist in management of the project. I/We propose to utilize the following M/W/SBE subcontractor(s) and/or material supplier(s):

**MBE:**

**Fill in BID REQUIREMENTS:** \_\_\_\_\_ % African-Amer \_\_\_\_\_ %Asian-Amer \_\_\_\_\_ %Hispanic \_\_\_\_\_ %Native-Amer; *AND* \_\_\_\_\_ %WBE; \_\_\_\_\_ %SBE

M/W/SBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	LIST DESIGNATION: MINORITY/ WOMAN/ SMALL BUSINESS	PERCENT OF BID	AMOUNT	EXPLAIN WORK TO BE PERFORMED/MATERIAL SUPPLIED	AUTHORIZED M/W/SBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGEMENT
1.					
2.					
3.					
4.					
5.					

I certify that the information included on this Form A is true and complete to the best of my knowledge. I further understand and agree that this Form A is a condition of my Bid/RFP responsiveness. Failure to submit this form and/or meet the specified M/W/SBE requirements may render the Bid/RFP nonresponsive.

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY OSBD ANALYST: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

DEPARTMENT OF CITY DEVELOPMENT: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**DEPARTMENT OF CITY DEVELOPMENT  
MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE PROGRAM  
Form D – M/W/SBE MONTHLY REPORT**

(1) Report for the Month of \_\_\_\_\_ 20\_\_\_\_ (Final: yes \_\_\_ no \_\_\_ )

(2) Prime Contractor/Firm \_\_\_\_\_

(3) Full Address & Phone Number: \_\_\_\_\_

(4) Description of work/service performed and/or material supplied \_\_\_\_\_

(5) DPW Contract No. \_\_\_\_\_ (6) Official Notice No. / Project Number \_\_\_\_\_

7) Start Date: \_\_\_\_\_ (8) Prime Contractor's Total \$: \_\_\_\_\_

(9) Completion Date: \_\_\_\_\_ (10) Prime Contractor paid to date \$: \_\_\_\_\_

(11) Minority Business % \_\_\_\_\_ and Minority Business \$ amount \_\_\_\_\_  
 Woman Business % \_\_\_\_\_ and Woman Business \$ amount \_\_\_\_\_  
 Small Business % \_\_\_\_\_ and Small Business \$ amount \_\_\_\_\_

List all M/W/SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach M/W/SBE Payment Certification Form (Form E) for each sub listed.**

NAME OF M/W/SBE FIRM(s) <i>AND LIST THEIR M/W/SBE DESIGNATION</i>	WORK/SERVICE PERFORMED or MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID TO DATE
<b>TOTAL PAID TO M/W/SBE(s)</b>			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: \_\_\_\_\_  
 (Name) (Title) (Phone Number)

(13) Authorized Signature : \_\_\_\_\_  
 (Name) (Title)

(14) Date \_\_\_\_\_

Note: This form should be submitted no later than the 20th of every month to **Department of Department of City Development– Procurement Services Section, 809 North Broadway, 3rd Floor, Milwaukee, Wisconsin 53202.**

**DIRECTIONS FOR M/W/SBE MONTHLY REPORT (FORM D)**

1. List the month and year that the report is being submitted for. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the DPW Contract Number, as represented on the contract document.
6. List the official notice & project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Total dollars paid to Prime contractor to date.
11. List **EACH** M/W/SBE percentage **REQUIRED** on this project and each M/W/SBE dollar amount.
12. List the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

**THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY. FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELAY IN PAYMENTS.**

**City Of Milwaukee**  
**Department of City Development**

**Minority/Woman/Small Business Enterprise Program (M/W/SBE)**  
**Subcontractor Payment Certification**

(This form must be completed by the M/W/SBE subcontractor and attached to the Prime Contractor's Final M/W/SBE Form D Report)

**-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-**

**Section A - M/W/SBE Company Officer & Prime Contractor Complete For Payment That Has Been Received**

**M/W/SBE Subcontractor Name :** \_\_\_\_\_

Official Notice No.: \_\_\_\_\_ Project No. \_\_\_\_\_ **DPW Contract No. C** \_\_\_\_\_

I hereby certify that I have received \$ \_\_\_\_\_ for subcontract work on the above project.

Dated: \_\_\_\_\_ Signature of **M/W/SBE** Subcontractor: \_\_\_\_\_

Printed Name & Title of **M/W/SBE** Subcontractor: \_\_\_\_\_

Certified as(Please check): \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ SBE

Acknowledged by **Prime** Contractor Signature: \_\_\_\_\_

Printed name & Title of **Prime** Contractor: \_\_\_\_\_

\*\*\*\*\*

**-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-**

**Section B – Prime contractor and M/W/SBE Company Officers Complete if Full Payment Has Not Been Made to the M/W/SBE Subcontractor and a balance remains to be paid.**

**Prime** Contractor: \_\_\_\_\_

**M/W/SBE** Subcontractor: \_\_\_\_\_

Official Notice No.: \_\_\_\_\_ Project No. \_\_\_\_\_ **DPW Contract No. C** \_\_\_\_\_

I hereby certify that I will pay \$ \_\_\_\_\_ to \_\_\_\_\_  
for subcontract work on the above project. (Name of M/W/SBE Firm)

Dated: \_\_\_\_\_ Signature of **Prime** Contractor: \_\_\_\_\_

Printed Name & Title of **Prime** Contractor: \_\_\_\_\_

Acknowledged by: **M/W/SBE** Subcontractor Signature: \_\_\_\_\_

Printed name & Title of **M/W/SBE** Subcontractor: \_\_\_\_\_

## NOTICE TO CONTRACTORS

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

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

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

**CITY OF MILWAUKEE - DEPARTMENT OF DEPARTMENT OF CITY  
DEVELOPMENT  
AFFIDAVIT OF COMPLIANCE  
DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED  
FROM SLAVERY BY CONTRACTORS**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

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

Please check one:

\_\_\_\_\_ This business **was not** in existence prior to 1865.

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

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

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

NOTARY PUBLIC \_\_\_\_\_ County, \_\_\_\_\_ State \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

(Seal)

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

Ref: slaverydisclosureaffidavit

# **NOTICE**

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

**\$9.18 PER HOUR**

**REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13**

**Rate Effective 3/1/2012**

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

**CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT**



**DEPARTMENT OF ADMINISTRATION-PROCUREMENT SERVICES SECTION**

**AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION**

BID/RFP NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ,  
(he/she) \_\_\_\_\_ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

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

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

My commission expires:

---

*Specifications*

**Department of Department of City  
Development  
Official Notice #57336**

**General Contractor services  
749 North 31<sup>st</sup> Street  
Housing Infrastructure Preservation  
Program  
Milwaukee, WI**

## I. INSTRUCTIONS TO BIDDERS

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

### B. BID EVALUATION

1. Contract award will be based on the one of the following, after a determination by the City which evaluation option is most feasible for its needs:

a. Award to the lowest responsible and responsive bidder of the combined Lump Sum AND Alternative amounts.

b. Award to the lowest responsible and responsive bidder of the Lump Sum ONLY.

2. Lump Sum and Alternate Bid item amount shall include cost for: for 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".

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

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

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

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

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

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

H. **ADDITIONAL PLANS/PROJECT MANUALS:** The successful contractor will be responsible

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

#### I. EXAMINE DOCUMENTS:

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.
2. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.
3. Additional charges will not be as considered for work which, prior to bidding, could reasonably be inferred as appropriate by examination of the contract documents, and closely reviewing the work as indicated above.

#### J. DEPARTMENT OF PUBLIC WORKS GENERAL SPECIFICATIONS:

1. Provisions of the Department of Public Works General Specifications (“**General Specifications**”) dated January 31, 1992, and subsequent addenda, contained herein, except as may be modified or expanded upon in this project manual, shall apply to all contractors and subcontractors working on the project. ( For a copy, please go to the following link and click on “General Specifications” [http://www.mpw.net/services/bids\\_home](http://www.mpw.net/services/bids_home) )
2. For the completion of this project, references to “Commissioner of Public Works” within the above mentioned General Specifications, shall be interpreted to mean “Commissioner of Department of City Development.”

### II. GENERAL REQUIREMENTS:

#### A. BID GUARANTEE AND CONTRACT PERFORMANCE BOND:

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

#### B. INSURANCE

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

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

3. In addition, a notarized Affidavit of No Interest form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, deposing that no officer, official or employee of the Department of City Development has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

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

5. The certificate holder shall be noted as:

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

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

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

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

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

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

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

5. Contractor shall obtain a **Home Improvement Contractor's License** to perform this work.
6. Contractors shall obtain all permits to occupy or work in the public way as may be necessary for their work.
7. Contractors shall notify the City and/or appropriate utilities when making utility connections as part of the project.

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

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

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

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

#### G. INSPECTIONS:

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

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

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

H. Liquidated Damages: \$75.00 per calendar day. Should the CONTRACTOR fail to complete the work by the completion date of the contract or within such extra time as may have been allowed for delay by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included,

that the Contract remains uncompleted after the specified completion date. The said amount agreed upon is not a penalty but are liquidated damages for the loss to the Owner on account of expense due to the employment of engineers, designers, inspectors, and other employees after the expiration of the time of completion, and if applicable, expenses incurred as a result of the impact of the Contractor on other Contractors under this project or other contracts, and on account of the value of the operation of the works dependent thereon. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor.

#### I. WORK BY OTHERS:

1. Project roles are defined as follows:

a. OWNER – The City of Milwaukee.

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

c. CONTRACTOR – The successful bidder of this contract.

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

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

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

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

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

#### J. SUPERVISION OF WORK:

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

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

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

#### K. INVOICING:

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

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

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

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

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

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

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

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

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

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

S. CLEANING AND PROJECT CLOSE-OUT:

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

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

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

3. PROGRESS CLEANING:

- a. Prime Contractor and subcontractor shall remove his rubbish and debris from building site promptly upon its accumulation, and prior to the contractor's regular end of the work day general

clean up. Contractor shall perform broom cleaning of all appropriate surfaces at the end of each work day.

b. At the end of each working day, remove all portable tools, etc., which may constitute a potential hazard to the neighbors or an attractive nuisance

c. Combustible waste shall be stored in fire resistive containers and disposed of regularly.

d. Oily, flammable or hazardous wastes such as caustics, acids, harmful dusts, etc., shall be stored in appropriate covered containers.

#### 4. DISPOSAL:

a. No burning of rubbish or debris will be allowed at site. No rubbish shall be thrown through opening or from heights without proper protection. Where dust will be generated or flying debris is likely to occur, provide dust tight chutes or other means to control dust.

b. Containers: Contractor shall provide mobile industrial type waste containers in the number and size required, placed at adequate locations to handle debris or provide other methods of disposing of debris.

c. Oil, flammable or hazardous wastes such as, but not limited to, caustics, acids, harmful dusts, etc., shall be placed in properly marked containers as necessary and disposed of at a site designed for such wastes.

#### 5. FINAL CLEANING:

a. Immediately prior to substantial completion.

b. Contractors shall expedite or perform thorough cleaning, sweeping, washing and polishing of work to remove from work and equipment provided under his contract, all foreign matter, spots and soil, so as to put all such work and equipment, including finishes, in a complete and finished condition ready for acceptance and use intended.

c. The contractor is responsible for final sweeping and dusting not covered by other subcontractors. This general cleaning shall include all areas of the building site.

d. Make all repairs to landscaping and building components damaged in the performance of the work, including but not limited to: repairs or replacement of sod, trees, concrete, paving, building surfaces, incidentals or equipment attached to or detached from project. Use of plywood sheets and wood planking to prevent rutting of lawn is highly recommended.

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

### **III. SCOPE OF WORK**

A. SPECIFIC: See attached "Scope of Work for 749 North 31st Street" for the General Contracting services required for this bid at the property located at **749 N. 31st Street, Milwaukee WI.**

### **VI. TECHNICAL SPECIFICATIONS – SEE ATTACHED "Technical Specifications and Performance Standards"**

## Scope of Work for 749 North 31<sup>st</sup> Street

749 North 31<sup>st</sup> Street is in the Historic Concordia neighborhood and requires historically accurate renovations consisting of rebuilding front porch, installation of front door, selective siding repair and replacement and painting. Scope below outlines work to be done according to owner's estimate but adjustments may be required as work progresses. Contractor is responsible for verification of all field measurements and the amount of materials needed.

### Rebuild Front Porch

- 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.
- Raise and level porch roof leaving a slight slope to allow water runoff. Install (5) five 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. See drawings supplied for boxing columns and capitol design.
- Install new 5/4" T&G fir board decking laid perpendicular to the house and extending the full depth of the porch. Stagger decking boards if needed to avoid a continuous seam. All decking shall extend a minimum of 1" beyond the porch skirt framing
- Sheathe roof with 7/16" OSB and apply new torch down roof. OSB must not be visible on finished porch roof.
- Box columns with 1X boards to an approximate 7 x 7 dimension. Install new porch hand railing, 33" tall with a bread loaf upper rail, composite bottom rail and 2"x2" square stock spindles spaced 1-1/4" apart. Installed railings to be a minimum of 3" above the finished floor and centered and attached to columns. (See side porch railing design of 2812 W Wells Street)
- Construct new porch stairs at same location and dimensions as existing stairs. Construct (5) five new stair stringers with the end stringers centered on the porch columns. Install (5) five new stairs with green treated lumber each 8 ft. long and of equal height (approx. 7-1/4" high) treads each 11-1/2" x 2" and (5) five new risers using 1" x 8".
- Construct and install two new stair railings of similar design on each side of the front stairs connecting to the porch columns at the upper edge, and to new 6" x 6"x 4" newel posts on the lower edge. Newel posts to be notched and attached to the inside center edge of the bottom stringer with 3/8" dia. x 4" carriage bolts, and finished with square newel post caps.
- Skirt porch and front steps with 1"x 4" (3-1/2" actual) wood slats, spaced 3/4" apart and mounted to a 2"x 6" support and finished with 1"x 8" framing. The skirt frame must align with columns above. (See design of front porch railing and skirt for 2812 W Wells Street)
- Complete porch with required trim, molding and column capitols.
- Paint porch with one coat primer and two coats of paint. Use Deck paint for the porch deck.

## Front door

Restore front door frame to original dimensions with new trim and replace surrounding cedar clapboards ( approximately 100 square feet).

## Second floor bay window

Remove existing center window and framing from second floor bay window located over porch. Restore window frame to original dimensions (approximately 60 X 78) and install new double hung window sashes. Prime and paint any exposed wood. New single-glazed units can be ordered from Lisbon Storm and Screen.

### Alternate Bid item:

Selective repair and replacement of defective or deteriorated wood trim and siding prior to painting. Then paint all exterior wood surfaces with one coat of bonding primer and two coats of exterior paint including windows, trim, storms etc. All existing siding to be scraped thoroughly and carefully. Provide smooth surface for paint application. At least three different colors to be specified by the owner.

### **Total Estimated Materials for Porch reconstruction (Contractor must verify)**

<b>Porch Skirt Slats:</b>	<b>(24 ea.) 1"x 4" x 12' = 288 LF</b>
<b>Stair Stringers:</b>	<b>(5 ea.) 2"x 12" x 8' = 40 LF</b>
<b>Stair Risers:</b>	<b>(5 ea.) 1"x 8" x 8' = 40 LF</b>
<b>Stair Treads</b>	<b>(5ea.) 2"x 8" x 8' = 40 LF</b>
<b>Porch Skirt Framing:</b>	<b>(10 ea.) 1"x 8" x 10' = 100 LF</b>
<b>Column Posts Box:</b>	<b>(28 ea.) 1"x 8" x 10' = 280 LF</b>
<b>Column Posts:</b>	<b>(5 ea.) 6"x 6" x 16' = 80 LF</b>
<b>Newel Posts:</b>	<b>(2 ea.) 6"x 6" x 4' = 8 LF</b>
<b>Spindles:</b>	<b>(120 ea.) 2"x 2" x 3' = 360 LF</b>
<b>Bread Loaf Upper Railing:</b>	<b>(6 ea.) @ 8' = 48 LF</b>
<b>Composite Lower Railing:</b>	<b>(6 ea.) 2"x 4" x 8' = 48 LF</b>
<b>Framing Lumber:</b>	<b>(5 ea.) 2"x 8" x 16' = 80 LF</b>
<b>T&amp;G Decking:</b>	<b>(30 ea.) 5/4" x 4" x 8'</b>
	<b>(14 ea.) 5/4" x 4" x 10'</b>
	<b>(22 ea.) 5/4" x 4" x 16' = 732 LF</b>
<b>Roof Sheathing - OSB:</b>	<b>(6 ea.) 7/16" x 4' x 8' = 192 SF</b>

## GENERAL CARPENTRY SCOPE OF WORK

1) When rebuilding porch decks it is recommended that Ipe tongue & groove 5/4" x 4" decking

- a) All porches shall have a slope from the house to the outer porch edge of 1/8" per linear running foot of porch deck.
- b) All decking will be run 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 by means of joist hangers properly installed.
- d) Upon request specific porch deck designs will be provided for each project by the Owner's Representative prior to construction.

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

- a) Porch guard railings will include a bread loaf upper railing and a composite lower rail shoe, and all lower rails be installed at least 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 make future repair and replacement more accessible.
- 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 guard railings and be attached to newel posts.
- e) Upper porch railings on second floor porches will mirror to design and appearance of the first floor railing, except that newel posts may be designed proportionate narrower.

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

- a) All porch skirts will be installed with a continuous board frame that is a minimum of 6" in width.
- b) All framing will cover the rough framing lumber of the support posts, columns and beams.
- c) All skirts will incorporate a slat design that will closely mirror the design of the wood railings above or as specified by the Owner's Representative.

4) When repairing or rebuilding stairs all components will be of like-with-like wood materials.

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

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

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

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

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

5) Miscellaneous repairs or replacement to items such as the water table board, soffit, fascia or crown moldings will use like-with-like material of the same design and dimension as currently exists.

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

b) Generally new windows will be of a double-hung design 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 whenever possible.

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

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

.....

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

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

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

the penal sum of .....

..... Dollars,

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

WHEREAS, the above bounden principal is making a proposal in writing dated .....  
20 ....., to the Commissioner of City Development of the City, according to Official Notice No .....  
20 ....., of said Commissioner for furnishing all material, equipment, labor and everything necessary for  
the completion of the work of...

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

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

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

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

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

.....  
By .....  
.....  
(Name and Title)

Surety Witnesses .....  
(Surety)

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

(Seal of Surety)

Name of Surety Contact Person \_\_\_\_\_ and Phone Number \_\_\_\_\_  
(Please Print)

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

**AFFIDAVIT**

**STATE OF WISCONSIN }  
MILWAUKEE COUNTY }**

SS

.....

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

of .....  
(Surety)

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

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

.....

Subscribed and sworn to before me this

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

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

My commission expires .....

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (Name of Owner)

\_\_\_\_\_ (Address of Owner)

hereinafter called Owner, .in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, \$ (\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Principal (SEAL)

Witnesses

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Address

\_\_\_\_\_ Surety

Surety Witnesses

\_\_\_\_\_ Surety - Contract MAILING Address

\_\_\_\_\_ By \_\_\_\_\_

Attorney-in-Fact or Agent

(SEAL OF SURETY)

Name of Surety Contact Person \_\_\_\_\_ and Phone Number \_\_\_\_\_  
(Please Print)

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

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

**AFFIDAVIT**

(With Performance Bond)

STATE OF WISCONSIN )  
MILWAUKEE COUNTY )

\_\_\_\_\_, being first duly sworn,  
on oath deposes and says that he/she is \_\_\_\_\_  
(attorney-in-fact

\_\_\_\_\_ of \_\_\_\_\_  
or agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract, executed  
by \_\_\_\_\_  
\_\_\_\_\_  
(Contractor)

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

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

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

\_\_\_\_\_  
Notary Public, Milwaukee Co. Wisconsin

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

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (Name of Owner)

\_\_\_\_\_ (Address of Owner)

hereinafter called Owner, .in the penal sum of \_\_\_\_\_ Dollars, \$ (\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(SEAL)

Principal

Witnesses

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Title

Address

Surety

Surety Witnesses

Surety - Contract MAILING Address

\_\_\_\_\_ By \_\_\_\_\_

Attorney-in-Fact or Agent

(SEAL OF SURETY)

Name of Surety Contact Person \_\_\_\_\_ and Phone Number \_\_\_\_\_

(Please Print)

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

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

**AFFIDAVIT**

(With Payment Bond)

STATE OF WISCONSIN)  
)  
MILWAUKEE COUNTY )

\_\_\_\_\_, being first duly sworn,  
on oath deposes and says that he/she is \_\_\_\_\_  
(attorney-in-fact

\_\_\_\_\_ of \_\_\_\_\_  
or agent) (Bonding Company)

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

\_\_\_\_\_  
(Contractor)

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

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

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

\_\_\_\_\_  
Notary Public, Milwaukee Co. Wisconsin

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