

Redevelopment Authority of the City of Milwaukee
BID DESK, Second Floor
809 N. Broadway, Milwaukee, Wisconsin 53202

INVITATION TO BID

Executive Director
Redevelopment Authority of the City of Milwaukee
Phone: 414-286-5730

OFFICIAL NOTICE NO. 57543

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 September 15, 2014 at 11:00 A.M.

One MANDATORY pre-bid walkthrough will be held at the Boathouse, located at 1990 North Commerce Street on Wednesday, September 3rd, 2014, and begin PROMPTLY at 9:00 a.m.

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 57543, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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, Detailed and Technical Specifications, Special Provisions; Special Conditions; Addend, if any; and Plans when applicable pertaining to this bid.

DESCRIPTION **Boathouse Repairs**
 1990 North Commerce Street
 Milwaukee, WI

DETAILS OF SPECIFICATIONS: dated August 26, 2014

CITY OF MILWAUKEE
SPECIFIC OFFICIAL NOTICE NO. 57543

FOR: **Boathouse Repairs**
1990 North Commerce Street
Milwaukee, WI

The RPP goal for this project is 40%.
The SBE goal for this project is 25%.

Liquidated damages per diem: \$150.00

Time for Completion: All work to be completed within 45 calendar days of notice to proceed

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

DETAILED SPECIFICATIONS: August 26, 2014

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 REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE ON MONDAY, SEPTEMBER 15, 2014 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>

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

Please e-mail Scott Stange with any questions regarding this bid: sstang@milwaukee.gov. The deadline for questions will be **Friday September 5, 2014**. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this Bid by Monday, September 8, 2014, and will be posted at the following website:

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

Bidders will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the Invitation for Bid and all Bidders shall be bound by such.

All Bidders shall acknowledge receipt and acceptance of all addendums, if any, for this Invitation for Bid by indicating such on the Acknowledgements Page, submitting the Acknowledgements Page, signing the addendum and submitting the signed addendum with your bid. **BIDS SUBMITTED WITHOUT ALL SIGNED ADDENDUMS AND INDICATING SUCH ON THE SUBMITTED ACKNOWLEDGEMENTS PAGE WILL BE CONSIDERED NON-RESPONSIVE.**

FOR: **Boathouse Repairs**
1990 North Commerce Street
Milwaukee, WI

ALL BIDS MUST BE TYPED OR PRINTED

Each bidder shall provide a Total Base Bid for the labor, materials and equipment necessity to perform all the work indicated in the specifications and drawings.

Lump Sum Prices shall include costs for all labor, equipment and material necessary for this project pursuant to the specifications, as well as: overhead; labor insurance (which shall include Federal and State Unemployment Workers Compensation; FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); bonds; property insurance; Comprehensive General Liability Insurance; sales tax; Industry Programs; other expenses; and profit.

TOTAL BASE BID:

Calculated BASE BID TOTAL based on the following formula:

Base Bid = (Unit Price No 1) + (Unit Price No. 2) + (Unit Price No. 3 x 27 linear feet) + (Unit Price No. 4 x 45 posts) + (Unit Price No. 5 x 20 posts) + (Unit Price No. 6) + (Unit Price No. 7) + (Unit Price No. 8)

(Bid in figures) \$ _____

(Bid in words) \$ _____

UNIT PRICES:

Each bidder shall provide on the bid proposal the following unit prices. Unit prices are to be used in arriving at the base bid.

Unit Price No. 1: Roof Repair

(Bid in figures) \$ _____ Lump Sum

(Bid in words) \$ _____ Lump Sum

Unit Price No. 2: Sliding Door Repair

(Bid in figures) \$ _____ Lump Sum

(Bid in words) \$ _____ Lump Sum

Unit Price No. 3. Toilet Wall Base Replacement 27 In feet

(Bid in figures) \$ _____ Per linear ft

(Bid in words) \$ _____ Per linear ft

Unit Price No. 4. Exterior Railing Repair Type 1 45 posts

(Bid in figures) \$ _____ Each post

(Bid in words) \$ _____ Each post

Unit Price No. 5. Exterior Railing Repair Type 2 20 posts

(Bid in figures) \$ _____ Each post

(Bid in words) \$ _____ Each post

Unit Price No. 6. South Exterior Stair Repair

(Bid in figures) \$ _____ Lump Sum

(Bid in words) \$ _____ Lump Sum

Unit Price No. 7. North Exterior Stair Repair

(Bid in figures) \$ _____ Lump Sum

(Bid in words) \$ _____ Lump Sum

Unit Price No. 8. Boathouse Electrical Repairs

(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. 57543
Project No. _____

SMALL BUSINESS ENTERPRISE PROGRAM AND RESIDENT PREFERENCE PROGRAM PROVISIONS

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the Redevelopment Authority's provisions, goals outlined herein and percentages committed to below. Further, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply the following:

The bidder's commitment for SBE participation on this project is _____%

The bidder's commitment for RPP Participation on the project is _____%

In submitting this bid, the bidder understands that the Executive Director-Secretary of Redevelopment Authority of the City of Milwaukee (RACM) 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 Executive Director-Secretary of Redevelopment Authority of the City of Milwaukee) and furnish the required performance and payment bonds, and to meet such insurance requirements as may be required, within five 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, 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 Executive Director-Secretary only may deem reasonable, RACM, 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; Special Provisions, if any; Special Conditions where applicable; Invitation to Bid and Bid; General, Detailed and Technical Specifications; Addenda, if any, and Plans of 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 Redevelopment Authority of the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, General, Detailed and Technical Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

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

Telephone No: _____

Fax No: _____

Address: _____

(City, State, Zip Code)



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

MUST BE SIGNED

Official Capacity _____

BID DATED _____ SBE Contractor: Yes: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

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

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



MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public, _____ County
State of _____

(Notary Signature)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

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

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

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

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Executive Director-Secretary of Redevelopment Authority of the City of Milwaukee 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_____.

Residents Preference Program Provisions

I. General

A. In recognition of Chapter 309 of the Milwaukee Code of Ordinances, for this contract, bidders are to make best efforts in obtaining a minimum 40% of WORKER HOURS under the project to be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of 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 considered 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 goals, 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 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 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.

C. During the performance of this contract the Redevelopment Authority of the City of Milwaukee reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the contractor will be notified in writing of the corrective action that will bring the contractor into compliance.

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 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 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 goals 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 upon reasonable notice.

B. The following two organizations 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. Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.

G. If the prime contractor has problems in meeting the residency goals or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall make this known immediately.

Contractor Name

RACM 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

RPP Chart

Income Eligibility Guidelines July 1, 2014 to June 30, 2015

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	21,590	1,800	900	831	416
2	29,101	2,426	1,213	1,120	560
3	36,612	3,051	1,526	1,409	705
4	44,123	3,677	1,839	1,698	849
5	51,634	4,303	2,152	1,986	993
6	59,145	4,929	2,465	2,275	1,138
7	66,656	5,555	2,778	2,564	1,282
8	74,167	6,181	3,091	2,853	1,427
9	81,678	6,807	3,404	3,142	1,572
10	89,189	7,433	3,717	3,431	1,717
11	96,700	8,059	4,030	3,720	1,862
12	104,211	8,685	4,343	4,009	2,007
For Each Additional Household Member Add	7,511	626	313	289	145

Source: Wisconsin Department of Public Instruction School Nutrition Programs

Redevelopment Authority of the City of Milwaukee
Small Business Enterprise (SBE) Provisions

I. General

- A. In recognition of Chapter 370 of the Milwaukee Code of Ordinances, RACM shall strive to achieve the utilization of City certified Small Business Enterprises (SBE) for 25% of the total dollars, through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the goal is 18%. The goal for this contract is a SBE participation rate of 25%.
- B. The prime contractor shall prepare and submit accurate and timely SBE utilization forms and reports to the Redevelopment Authority. The reports shall include, but not be limited to, project participation (Form A), monthly utilization (Form D), and SBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports may result in delay of payments or other appropriate sanctions. Final contract payments will not be made until final SBE utilization reports and SBE subcontractor payment certification forms are on file with the Redevelopment Authority.
- C. During the performance of this contract, the Redevelopment Authority reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Redevelopment Authority 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 Redevelopment Authority may take one or more of the actions listed below:
 - 1. Withhold payments on the contract.
 - 2. Any other remedy available to the Redevelopment Authority at law or in equity.

II. Definitions

- A. "SMALL BUSINESS ENTERPRISE" (SBE) means a business that has been certified by the office of small business development based on the requirements specified in Milwaukee Code of Ordinances (MCO) s. 370-25.
- B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
 - 1. A sole proprietorship legitimately owned and operated and controlled by an individual at a disadvantage as defined in MCO Chapter 370.
 - 2. A partnership or joint venture legitimately owned, operated and controlled by 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 disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. SBE Utilization

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

- B. The determination of SBE utilization shall be based on the following criteria:
1. The firms identified as SBE by the prime contractor on the SBE Participation Form (Form A) must be certified with the Office of Small Business Development prior to bid opening.
 2. The prime contractor shall be credited for the entire expenditure to SBE firms only if all of the identified scope of work is performed directly by the certified SBE firm.
 3. The prime contractor shall be credited for the entire expenditure to SBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the SBE goals may be expended for SBE suppliers that do not manufacture products they supply.
 4. The prime contractor shall count toward the SBE participation only those payments to SBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an SBE should be engaged in direct contract work, a “commercially-useful function” may also include management of a third tier subcontractor. For example, while an SBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an SBE, the full amount of the work performed by that third tier SBE can be counted toward SBE participation. However, if the third party subcontractor is not an SBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-SBE subcontractor. SBEs are required to notify the Redevelopment Authority if they subcontract out work so that the Redevelopment Authority can determine how much, if any, of the subcontracted work can be counted toward the SBE goal. The Redevelopment Authority will make the final determination and evaluation of whether the SBE is performing a commercially-useful function.
- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed SBE Participation Form (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the “low bidder.”
1. Information on Form A shall include, but not be limited to:
 - a. The names, addresses, telephone numbers, SBE Certification designation and contact person names for the certified SBE contractors that will participate on the project as subcontractors or suppliers;
 - b. A description of the scope of work to be performed by the SBE on this project; and
 - c. The SBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
 2. Listing an SBE on the SBE Participation Form (Form A) shall constitute a representation that the contractor has communicated directly with the SBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
 3. Only SBEs that have been certified by the City’s Office of Small Business Development may be listed on the SBE Participation Form (Form A) and counted towards this project. A listing of the currently City certified SBE firms is maintained at:

City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752
www.milwaukee.gov/osbd

- D. After execution of the contract, if for any reason an SBE cannot perform, the prime contractor shall contact the Redevelopment Authority for approval to substitute another certified SBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-SBE firm may be substituted with the approval of the Redevelopment Authority.
- E. If the prime contractor has a problem in meeting the SBE participation or if any other problems relative to SBE (s) arise during the completion of this project, the prime contractor shall immediately contact the Redevelopment Authority.
- 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.



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

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

I. GENERAL INFORMATION (REQUIRED)

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

BID Description: _____

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Print Name: _____ Title: _____

City of Milwaukee SBE Certification: _____ Yes _____ No

III. ACKNOWLEDGEMENT (REQUIRED)

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

Name of Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

FOR STAFF USE ONLY

Reviewed by OSBD Staff: _____ Date: _____

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

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

IV. SUBCONTRACTOR INFORMATION

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification ___ Yes ___ No

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

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

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification ___ Yes ___ No

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

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

PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION

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



SBE MONTHLY REPORT

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

SECTION I. GENERAL INFORMATION (REQUIRED)

Month: _____ Final Report: ____ Yes ____ No

Prime Contractor: _____

Address : _____ City/State/Zip: _____

City of Milwaukee SBE Certification: ____ Yes ____ No

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

Description of service performed and/or materials supplied: _____

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

Start Date: _____ Completion Date: _____ SBE Participation Requirement \$ _____ / _____ %

SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)

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

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

SECTION III. ACKNOWLEDGEMENT (REQUIRED)

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

Report Prepared by: _____ Title: _____ Date: _____

Authorized Signature: _____ Title: _____ Date: _____

DIRECTIONS FOR COMPLETING FORM D - MONTHLY REPORT

SECTION I. GENERAL INFORMATION

Please provide all contractual information as indicated in Section I.

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

SECTION II. SUBCONTRACTOR INFORMATION

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

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

Only report payments to City of Milwaukee SBE firms. Non-SBE firms will not be counted towards participation requirements.

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

SECTION III. ACKNOWLEDGEMENT

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



SBE SUBCONTRACTOR FINAL PAYMENT CERTIFICATION

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

Prime Contractor Name: _____

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

Project Name: _____

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

Authorized Signer: _____ Date: _____

Subcontractor Name: _____

Total payment received \$ _____

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

Owner/Representative Signature: _____ Date: _____

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

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

NOTICE

LIVING WAGE

**HOURLY RATE FOR EMPLOYEES WORKING ON THIS CONTRACT
SHALL NOT BE LOWER THAN**

\$10.10 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 8/8/2014

Per Section 310-13, Milwaukee Code of Ordinances

RACM-PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION

BID/RFP NUMBER: _____ DATE: _____

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **\$10.10** 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 RACM - Procurement Services Division. Such report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than **\$10.10** per hour, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

ALL OF OUR EMPLOYEES RECEIVE AN HOURLY WAGE THAT IS GREATER THAN **\$10.10/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:

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. Effective May 31, 2014, completion of the Slavery Disclosure Affidavit is required ONLY if the Contractor's company was established during or prior to the slavery era (prior to the year 1865). If the Contractor's company was established in or before 1865, the form is required, regardless of contract type – bid, contract, JumpStart, Service Order, Purchase Order, etc. **Therefore, if the Contractor's company was established after the year 1865, a Slavery Disclosure Affidavit is not required.**

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

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



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

Affidavit of Compliance
Disclosure of Participation in or Profits Derived from Slavery by Contractors

Company Name:
Address:
City: State: Zip:

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. NOTE: Effective May 13, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract.

Please check one:

- This business was in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and have found no such records.
This business was in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am disclosing the findings below.

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

[Empty box for findings]

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

Authorized Signature:
Printed Name: Date:

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

Notary Public Signature

Printed Name

My commission expires:

(SEAL)

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

procurement.services@milwaukee.gov



Specifications

**Redevelopment Authority of the
City of Milwaukee
Official Notice #57543**

**Boathouse Repairs
1990 North Commerce Street
Milwaukee, WI**

I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit unit prices for the work as indicated and specified herein, complete in every respect. Bid will be awarded on the basis of the bid formula referenced under ‘Bid Evaluation’ in this section. The contractor must recognize and abide by the right of the Owner (Redevelopment Authority of the City of Milwaukee) to accept or reject any or all bids in the best interests of the Redevelopment Authority.

B. **UNIT PRICES:** Each Unit Prices shall include costs for all labor, equipment and material necessary for this project pursuant to the specifications, as well as: overhead; labor insurance (which shall include Federal and State Unemployment Workers Compensation; FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); bonds; property insurance; Comprehensive General Liability Insurance; sales tax; Industry Programs; other expenses; and profit.

C. **BID EVALUATION:** The Executive Director-Secretary of Redevelopment Authority of the City of Milwaukee will award the contract on the basis of the Total Base Bid. The Total Base Bid equals the sum of the formula on the bid form contained herein. The contract will be awarded to the Contractor with the lowest responsive and responsible Total Base Bid, who also meets the required qualifications found in the Specifications.

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

E. **CONTRACT AWARD:** The Executive Director-Secretary of Redevelopment Authority of the City of Milwaukee will award the contract on the basis of the Total Base Bid amount. The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Executive Director-Secretary of Redevelopment Authority of the City of Milwaukee reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Executive Director-Secretary further reserves the right to reject the bid of any bidder who is, in the judgment of said Executive Director-Secretary, 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 Redevelopment Authority or the City of Milwaukee, 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 Executive Director-Secretary. The Executive Director-Secretary further reserves the right to disregard and reject any and all bids.

F. **BID SUBMITTAL CHECKLIST (Important):** CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- Invitation to Bid Form with Bidder’s unit prices and Base Bid Total Sum
- Acknowledgement Page
- Signature Page
- Signed Addendum, if any
- Affidavit of Non Collusion
- Bid Security

NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE WILL RESULT IN BID REJECTION.

G. SITE VISIT: All contractors shall visit the project specific sites, 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.

H. 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.

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

J. 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 Redevelopment Authority will cooperate by making originals available to the contractor/s printer of choice.

K. 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.

L. GENERAL SPECIFICATIONS:

1. Provisions of the Redevelopment Authority of the City of Milwaukee General Specifications (“General Specifications”), 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://city.milwaukee.gov/racm>

II. GENERAL REQUIREMENTS:

A. INSURANCE

1. Before commencing work the selected contractor shall furnish RACM for review and approval, a Certificate/s of insurance demonstrating compliance with the insurance requirements in the General Specifications. The selected contractor shall not permit such coverage to lapse.

2. The insurance carrier/s must be licensed to do business in the State of Wisconsin. RACM shall be named as an additional insured with respect to liability coverage, except for professional liability insurance. Failure to provide the insurance required shall allow RACM to terminate the Contract. RACM, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract for any reason, including non-payment of premium. **This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain language substantially similar to the following:**

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

3. The certificate holder shall be noted as:

Redevelopment Authority of the City of Milwaukee
809 N. Broadway, 3rd floor
Attn: Purchasing/Contract Services,
Milwaukee, WI 53202

4. The Contractor shall require all of its subcontractors to carry the same types and amounts of coverage as required of the Contractor or may instead provide the coverage for any or all subcontractors. The Contractor is fully responsible for assuring subcontractor compliance with all the insurance requirements specified herein.

B. PERFORMANCE AND PAYMENT GUARANTY:

The selected contractor shall execute the Contract, and the performance and payment guaranty described herein, within ten days after the date on the Notice of Award.

The selected contractor shall provide, prior to or at the time of execution of the Contract, performance and payment bonds in an amount equal to at least 100% of the contract price, and shall be conditioned on the faithful performance of the Contract and the payment to each person entitled .

All bonds described above shall be conditioned on the faithful performance of the Contract and the payment to each person entitled thereto of all the claims for labor performed and materials furnished under the Contract to be used or consumed in making the improvement or performing the work, as provided in the Contract and this section. No assignment, modification, or change in the Contract, or change in the work covered thereby, or any extension of time for completion of the work may release the sureties on the bonds described above.

All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the guarantee provisions of the contract.

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
NFPA
FAA
NEC
IEEE
UL

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.

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. INSPECTIONS:

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

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

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

E. Liquidated Damages: \$150.00 per calendar day. Should the CONTRACTOR fail to complete the work by the completion date of the contract or within such extra time as may have been allowed for delay by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the specified completion date. The said amount agreed upon is not a penalty but are liquidated damages for the loss to the Owner on account of expense due to the employment of engineers, designers, inspectors, and other employees after the expiration of the time of completion, and if applicable, expenses incurred as a result of the impact of the

Contractor on other Contractors under this project or other contracts, and on account of the value of the operation of the works dependent thereon. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor.

F. WORK BY OTHERS:

1. Project roles are defined as follows:

- a. OWNER – The Redevelopment Authority of the City of Milwaukee.
- b. OWNER’S REPRESENTATIVE– Representative from Redevelopment Authority, or the City of Milwaukee Department of City Development, or designee.
- c. OWNER’S ENGINEER – Bloom Companies, LLC
- d. CONTRACTOR – The successful bidder of this contract.
- e. CONTRACTOR’S REPRESENTATIVE – The CONTRACTOR’S Project Manager.
- f. 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.

G. 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 Executive Director Secretary of the Redevelopment Authority or his representative.

H. INVOICING:

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

2. Payments will be held if contract administrative matters are not met, i.e. wages, SBE and/or

RPP participation, or paper work for requirements are not up to date.

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

I. **WORK NOT INCLUDED:** The Redevelopment Authority 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.

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

K. **LIVING WAGE APPLIES** - In recognition of Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this contract. By executing the work on this contract, the Contractor certifies that it knows of the provisions of this section, intends to comply with them and agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than \$10.10 per hour. Contactor is required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first. Currently, Section 310-13 requires that on March 1, 2015, and each March 1 thereafter, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor would be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage.

III. TECHNICAL SPECIFICATIONS:

A. GENERAL

The Redevelopment Authority of the City of Milwaukee is referred as RACM and Wisconsin Department of Transportation is referred as DOT this specification.

Perform the work under this construction contract for the Milwaukee Rowing Club Boathouse, located in the City of Milwaukee, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, Edition of 2014 (hereinafter “standard specifications”), and these special provisions.

RACM considers only RACM and DOT standard specifications, supplemental specifications and interim supplemental specifications issued directly from RACM as valid for this contract.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, RACM will pay for the work as bid in the US standard system.

B. SCOPE OF WORK

The work under this contract shall consist of Roof Repair, Sliding Door Repair, Toilet Wall Base Replacement, Exterior Railing Repair, Exterior Stair Repair, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

C. PROSECUTION AND PROGRESS

Work shall begin within five calendar days after a written notice has been issued by the engineer to do so.

D. PEDESTRIAN TRAFFIC

The Milwaukee Riverwalk passes through the boathouse facility. The Riverwalk shall remain open to pedestrian traffic at all times during the construction. Pedestrian traffic on the Riverwalk may be diverted through the sidewalk along North Commerce Street, when the work on the exterior stairs is under way, with the permission of the Owner's Representative or Owner's Engineer.

E. PUBLIC CONVENIENCE AND SAFETY

The last paragraph of Subsection 107.8 of the Standard Specifications is revised as follows. Motorized construction equipment shall not be operated from 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the Owner's Representative or Owner's Engineer.

F. WORK TO BE COMPLETED:

1. Roof Repair

a. Description. Roof Repair shall consist of excavating the topsoil over the roof and sealing the roof membrane at the northwest corner of the boathouse building, as shown on the plans.

All materials used for the roof repair shall be compatible to the existing roofing materials. Match existing roofing system where possible. Before ordering any materials inspect the roof to determine composition of the existing roof. Extract core samples if required. Bid price shall be based on EPDM roof membrane. Material specification given below is for EPDM membrane and shall be modified if a different type of membrane is encountered during the inspection.

b. Materials. Materials for Roof Repair shall be as follows:

Roof Membrane: Adhered EPDM, ASTM D4637, Type I, Grade 1, black, 0.045 inch minimum thickness.

Use stainless steel or Aluminum fastening strip/batten.

Fasteners, sealant, and other accessories shall be as recommended by the manufacturer of the roofing membrane.

Protection board: 1/2 inch thick fiberglass reinforced cement board conforming to ASTM C1325.

Drainage mat: Provide a commercially available drainage mat recommended for green roofs.

Match existing type as closely as possible.

c. Construction. Carefully cut and remove the lawn grass and topsoil in such a way that the sod thus formed can be reused for the lawn restoration. Keep the sod moist until reinstalled. Alternatively, restore the repair area with new topsoil and sod.

Do not apply roofing unless authorized by RACM, when the hour's ambient temperature is below 32 degrees Fahrenheit.

Cut the existing roof drainage mat, protection mat, and roofing membrane along the edge of the concrete terrace. Install the new roof membrane and bend it tip along the vertical face of the concrete terrace. Terminate the membrane with fastening strips and sealant and join with existing fastening strip and sealant beyond the repair limits.

After the membrane is repaired backfill the excavation and reinstall the sod. Water the restored area for seven days or until the sod establishes.

Clean the repair area and surrounding area of all debris.

d. Method of Measurement. Roof Repair will be measured at the contract lump sum price.

e. Basis of Payment. Roof Repair, measured as provided above, will be paid for by the lump sum price, which price shall be payment in full for removing and disposing of existing materials, furnishing and installing all new material, including all excavation, backfill, roofing membrane, roofing accessories, sealants, lawn restoration; and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

2. Sliding Door Repair

a. Description. Sliding Door Repair shall consist of removing the existing sliding door track supports welded to the structural steel channel at the head of the door; providing and installing new track supports, and raising the west sliding door as shown on the plans and as provided herein.

b. Materials. Replace existing track supports in kind. At contractor's option, existing track supports, track, and track wheels may be replaced at no additional cost to RACM.

Before ordering or fabricating any material, inspect the existing door and determine the type and size of existing tracks and track supports. Obtain all required dimensions in the field. Verify that the selected track supports and hardware will provide adequate clearance between the bottom of the door and top of the floor.

c. Construction. Temporarily support the sliding door and remove the track supports of the west sliding door. Exercise care not to damage existing tracks while removing the weld. Install new track supports as shown on the plans. Raise and reinstall the door. Repair and restore all damaged paint. Secure the door during the construction period to prevent unauthorized entry into the boathouse building.

d. Method of Measurement. Sliding Door Repair will be measured at the contract lump sum price.

e. Basis of Payment. Sliding Door Repair, measured as provided above, will be paid by the lump sum price, which price shall be payment in full for removal and disposal of all existing components, furnishing and installing all new material, temporarily supporting the door, field welding, paint restoration; and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

3. Toilet Wall Base Replacement

a. Description. Toilet Wall Base Replacement shall consist of removing the existing wall base inside the toilet and installing new rubber or vinyl wall base, including disposal of all waste material, and furnishing all materials and tools..

b. Materials. Provide 6 inch high coved rubber or vinyl wall base, gray color. Attach wall base using materials recommended by the manufacturer of the wall base.

c. Construction. (Vacant)

d. Method of Measurement. Toilet Wall Base Replacement will be measured by length in lineal foot.

e. Basis of Payment. Toilet Wall Base Replacement, measured as provided above, will be paid for at the contract unit price per lineal foot, which price shall be payment in full for removing of existing wall base, furnishing and installing new vinyl wall bases, for disposal of all waste material, and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

4. Exterior Railing Repair Type 1

a. Description. Exterior railing Repair Type 1 consist of removing deteriorated concrete from the base of railing posts for a minimum depth of 2 inches, sawcutting if necessary, salvaging and cleaning existing reinforcing steel, disposal of all waste material, performing concrete surface repair; and furnishing, applying, and curing concrete at the base of railing posts.

b. Materials. Conform to 509.2 of the standard specifications unless noted otherwise. Concrete for Exterior Railing Repair Type 1 repair shall conform to 509.2.3 of the standard specifications.

c. Construction. Conform to the requirements of 509.3.7 of the standard specifications for concrete surface repair. Define the line of removal by a 1 inch deep saw cut.

d. Method of Measurement. Exterior Railing Repair Type 1 will be measured by each unit, where one unit is one railing post repair completed and accepted.

e. Basis of Payment. Exterior Railing Repair Type 1 and Type 2, measured as provided above, will be paid for at the contract unit price each post, which price shall be payment in full for removing deteriorated concrete at the base of the railing posts, sawcutting if necessary, salvaging and cleaning existing reinforcing steel, disposal of all waste material, performing concrete surface repair, furnishing, applying, and curing concrete; and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

5. Exterior Railing Repair Type 2

a. Description. Exterior railing Repair Type 2 consist of removing deteriorated concrete from the base of railing posts, sawcutting if necessary, salvaging and cleaning existing reinforcing steel, furnishing and installing masonry anchors and reinforcement, disposal of all waste material; and furnishing, applying, and curing concrete at the base of railing posts.

b. Materials. Conform to 509.2 of the standard specifications unless noted otherwise.

Concrete for Exterior Railing Repair Type 2 repair shall conform to 509.2.3 or 509.2.4 of the standard specifications.

Concrete masonry anchors shall conform to Type S per 502.3.14.3 of the standard specifications. Provide threaded, galvanized, headed anchors where shown on the plans.

High strength bar steel reinforcement shall conform to 505.2.3 of the standard specifications.

c. Construction. Conform to the requirements of 509.3.5 of the standard specifications for joint repair.

d. Method of Measurement. Exterior Railing Repair Type 2 will be measured by each unit, where one unit is one railing post repair completed and accepted.

e. Basis of Payment. Exterior Railing Repair Type 2, measured as provided above, will be paid for at the contract unit price each post, which price shall be payment in full for removing deteriorated concrete at the base of the railing posts, sawcutting if necessary, salvaging and cleaning existing reinforcing steel, disposal of all waste material; furnishing and installing reinforcement steel and masonry anchors; furnishing, applying, and curing concrete; and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

6. South Exterior Stair Repair

a. Description. South Exterior Stair Repair shall consist of removing and disposing of existing slab on grade at the base of the south exterior stair, saw cutting as required, furnishing and installing a trench drain at the base of the stair, and furnishing and placing concrete for the exterior slab on grade.

b. Materials. Concrete for exterior slab on grade shall conform to 509.2.4 of the standard specifications except Grade E concrete.

Trench drain shall be manufactured by Source 1 Environmental, model S1E-GLVCH, with end cap and end outlet.

c. Construction. Install signs for Riverwalk pedestrian detour, if required and ensure pedestrian safety during the duration of this work. Saw cut and remove exterior slab on grade within the limits shown on the plans. Excavate as required and install the trench drain. Backfill and place concrete as shown on the plans.

d. Method of Measurement. South Exterior Stair Repair will be measured at the contract lump sum price.

e. Basis of Payment. South Exterior Stair Repair, measured as provided above, will be paid for by the lump sum price, which price shall be payment in full for removing existing slab on grade, saw cutting as required, excavation and backfilling, furnishing and installing trench drain, furnishing, placing, and curing concrete, installing signs for pedestrian detour, for disposal of all waste material, and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

7. North Exterior Stair Repair

a. Description. North Exterior Stair Repair shall consist of removing and disposing of disintegrated sidewalk slab at the top of the north stair, providing new sidewalk slab at the top of the stair, saw cutting as required, concrete surface repair of the steps, and removing and replacing a cable rail of the boat ramp railing near the stair.

b. Materials. Concrete for exterior sidewalk slab shall conform to 509.2.4 of the standard specifications, except Grade E concrete.

The cable for the railing shall be ¼ inch diameter with threaded studs, and nuts at both ends. Match construction of existing cable.

c. Construction. Install signs for Riverwalk pedestrian detour, if required and ensure pedestrian safety during the duration of this work. Remove sidewalk slab within the limits shown on the plans and place concrete as shown on the plans.

d. Method of Measurement. North Exterior Stair Repair will be measured at the contract lump sum price.

e. Basis of Payment. North Exterior Stair Repair, measured as provided above, will be paid for by the lump sum price, which price shall be payment in full for removing existing sidewalk slab, saw cutting as required, concrete surface repair, excavation and backfilling, furnishing and installing cable for boat Lamp railing, furnishing, placing, and curing concrete, installing signs for pedestrian detour, disposal of all waste material, and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

8. Boathouse Electrical Repairs

a. Description. Boathouse Electrical Repairs shall consist of furnishing and installing a new bath fan with timer, and furnishing and installing a polycarbonate cover and lamp for one of the exterior light fixtures on the north side of the boathouse facility.

Before procuring any materials, inspect the site and verify the existing electrical items and circuits and make sure the specified products can be installed and will perform as intended.

Existing light and bath fan in the toilet are controlled by a single switch. Bid price shall include installing separate switches/conductors for the light and fan, if required to install the timer.

b. Materials. Bath fan timer shall be SmartExhaust, Toggle type, as manufactured by Air Cycler.

Provide plane transparent polycarbonate sheet, cut to the required dimensions for the exterior light fitting. Replace the lamp in kind.

c. Construction. Employ the services of a licensed electrician for this work and obtain any required permits.

After installation, set the timer to run the fan 10 minutes after the light is switched off, with a maximum fan running time of 20 minutes for every hour.

d. Method of Measurement. Boathouse Electrical Repairs will be measured at the contract lump sum price.

e. Basis of Payment. Boathouse Electrical Repairs, measured as provided above, will be paid for by the lump sum price, which price shall be payment in full for furnishing and installing bath fan

tinier; furnishing and installing separate switches and conductors for the bath fan and light, if required; securing permits, furnishing and installing lamp and polycarbonate cover for the exterior light fitting; and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

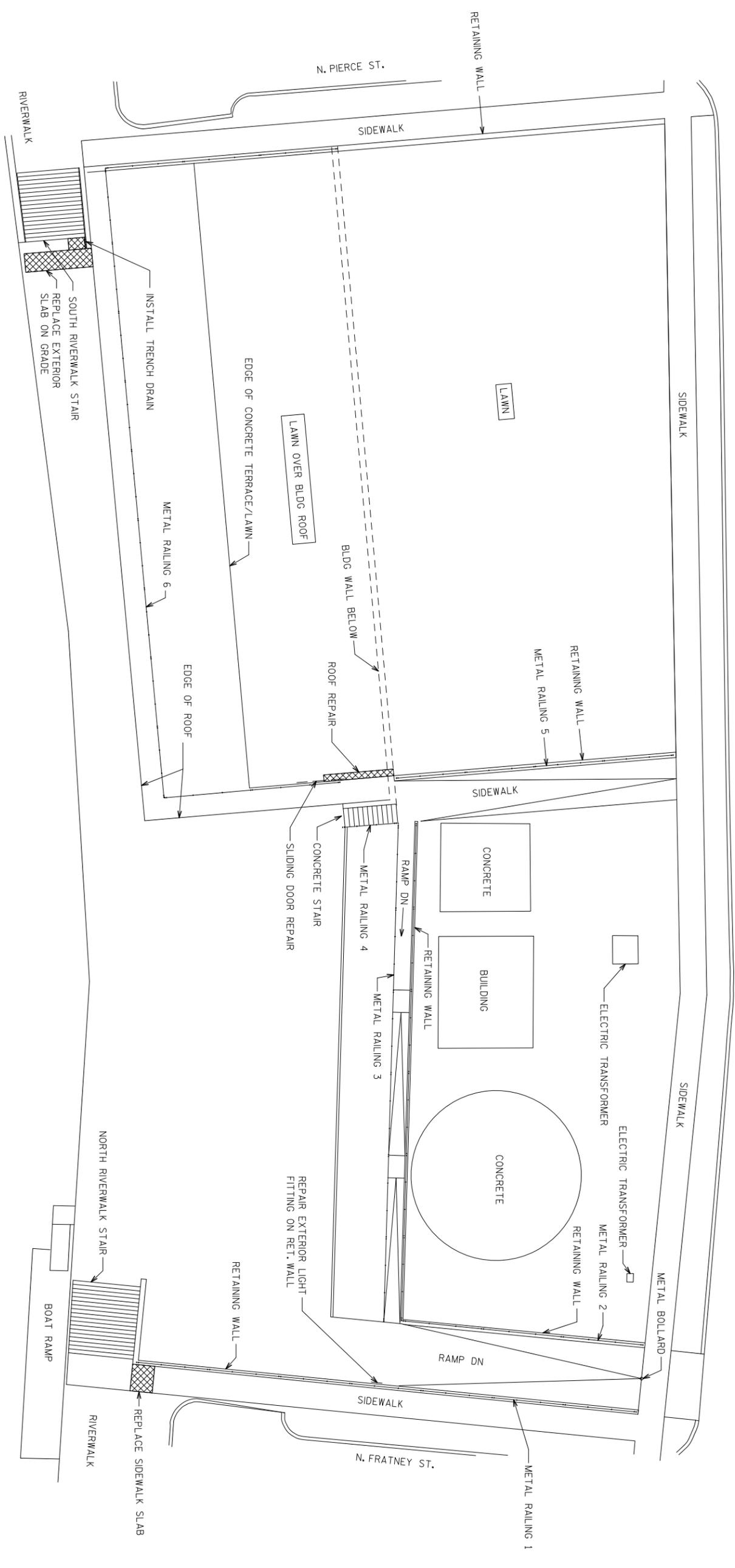
DRAWINGS

<u>Description</u>	<u>Sheet No.</u>
Title Sheet.....	1
General Plan.....	2
Railing Post Base Repair 1 of 2.....	3
Railing Post Base Repair 2 of 2.....	4
Railing Post Base Repair Details.....	5
Railing Post Base Repair Schedule.....	6
South Stair Repair.....	7
North Stair Repair.....	8
Roof and Toilet Repair Details.....	9
Sliding Door Repair Details.....	10



MILWAUKEE ROWING CLUB BOATHOUSE

GENERAL PLAN



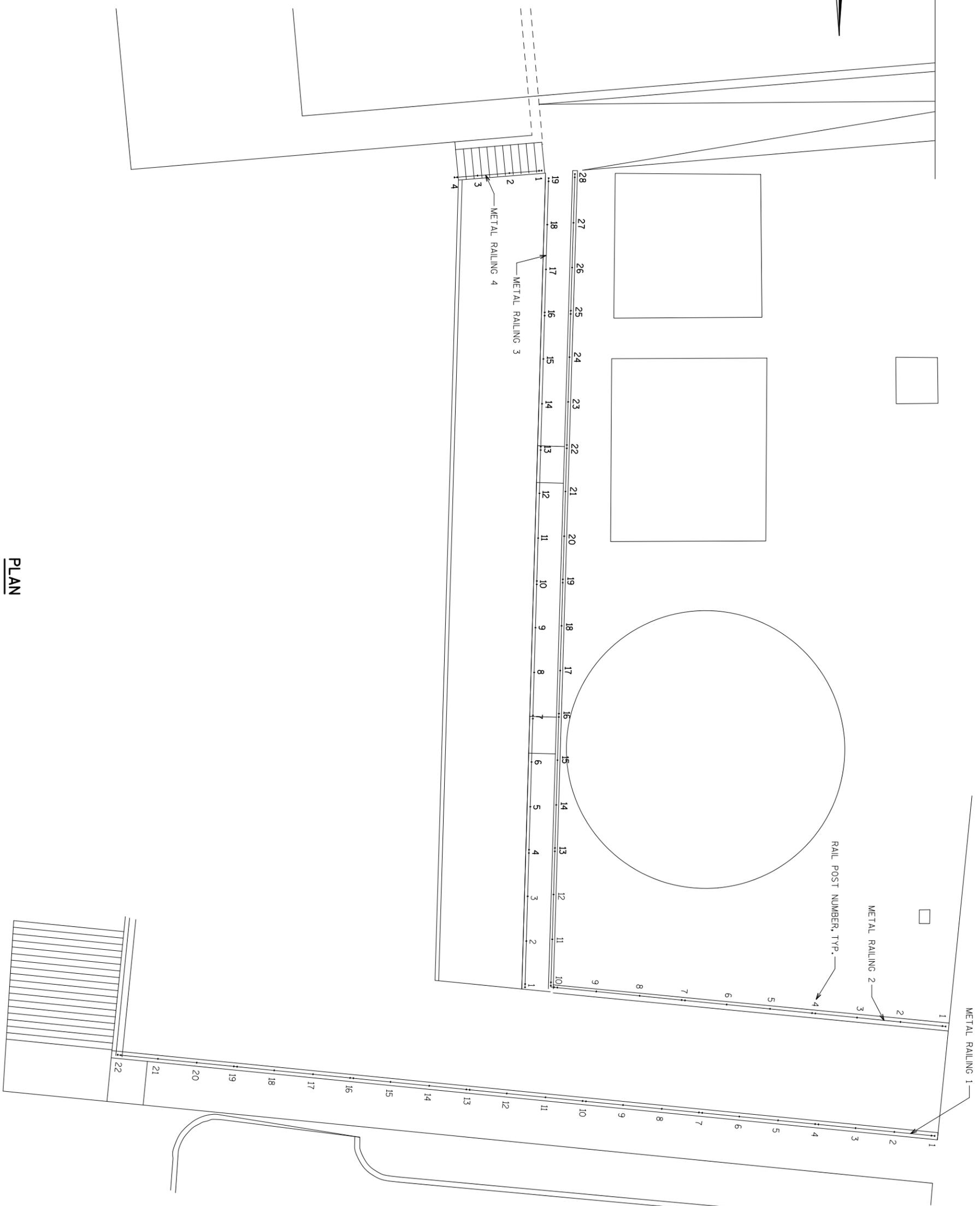
TOTAL ESTIMATED QUANTITIES

BID ITEMS	UNIT	QTY
ROOF REPAIR	LS	1
SLIDING DOOR REPAIR	LS	1
TOILET WALL BASE REPLACEMENT	LF	27
EXTERIOR RAILING REPAIR TYPE 1	EACH	45
EXTERIOR RAILING REPAIR TYPE 2	EACH	20
SOUTH EXTERIOR STAIR REPAIR	LS	1
NORTH EXTERIOR STAIR REPAIR	LS	1
BOATHOUSE ELECTRICAL REPAIRS	LS	1

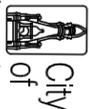
PLAN

REVISIONS

DESIGNED BY	BDT
DRAWN BY	TAL
CHECKED BY	JRS
DATE	JUL 2014
SCALE	NTS
JOB NUMBER	
SHEET NUMBER	2 OF 10
OF	10



PLAN


 City of Milwaukee
 Department of
 City Development

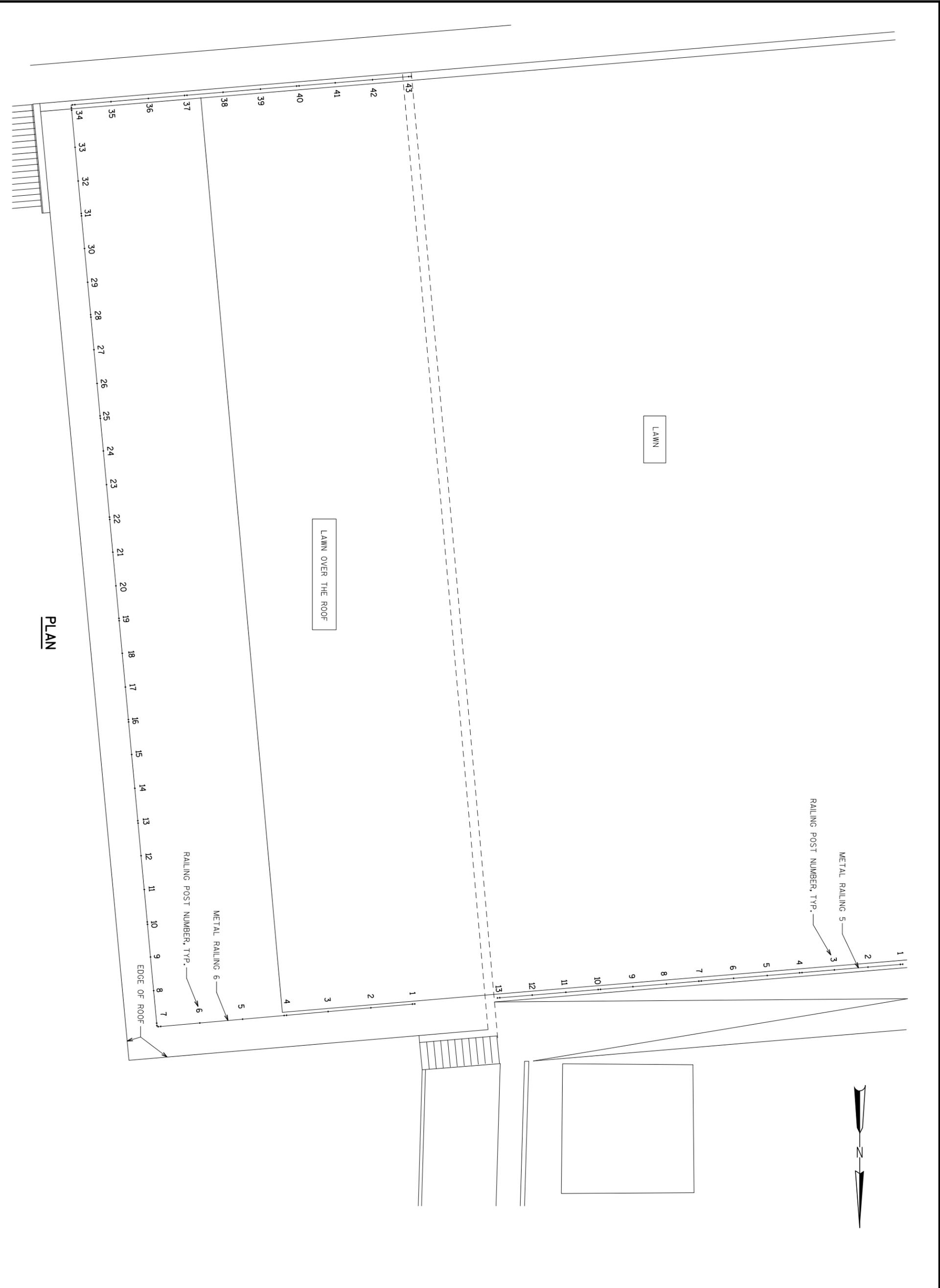

BLOOM
 COMPANIES, LLC
Infrastructure Innovation and Ingenuity
 10501 W. Research Drive • Milwaukee, WI 53226
 Phone: (414) 771-3390 Fax: (414) 771-4490

**MILWAUKEE ROWING CLUB
 BOATHOUSE
 RAILING POST
 BASE REPAIR (1 OF 2)**

REVISIONS

DESIGNED BY
 BDT
 DRAWN BY
 TAL
 CHECKED BY
 JRS
 DATE
 JUL 2014 NTS
 SCALE
 JOB NUMBER

SHEET NUMBER
3 OF 10
 OF
10



PLAN




 City of Milwaukee
 Department of
 City Development

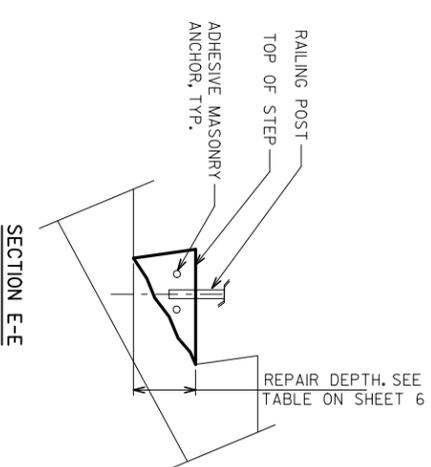
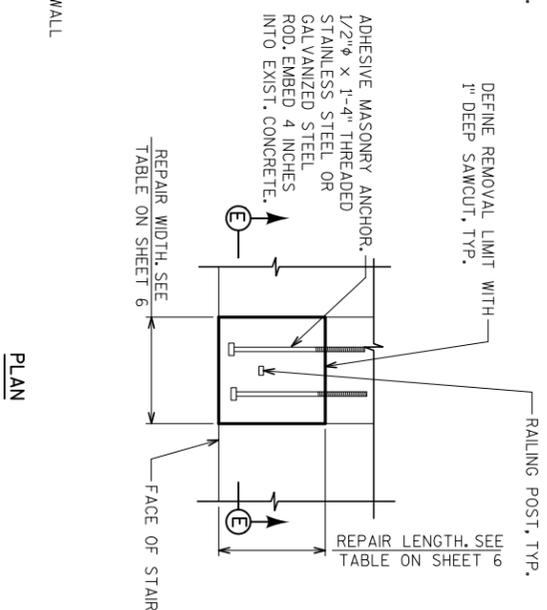
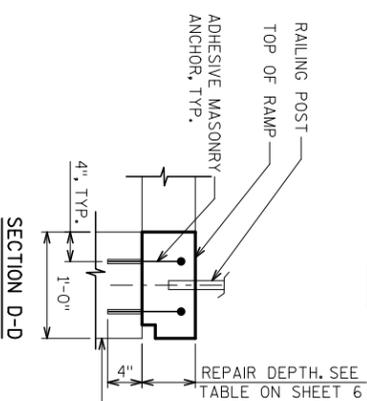
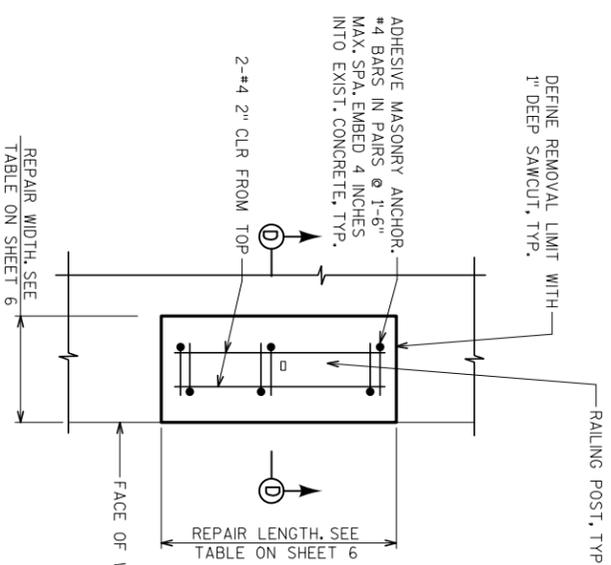
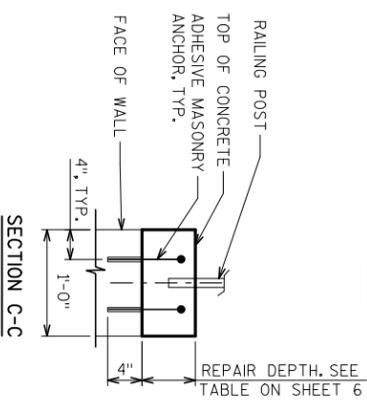
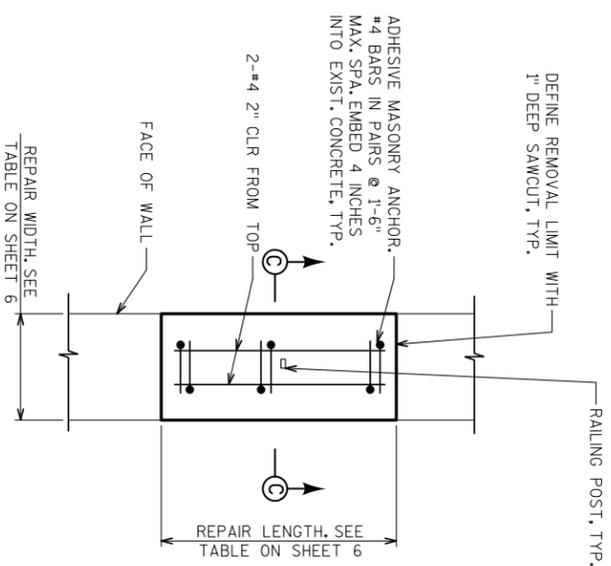
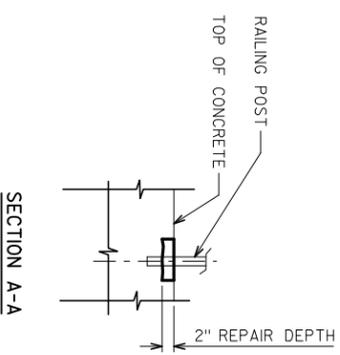
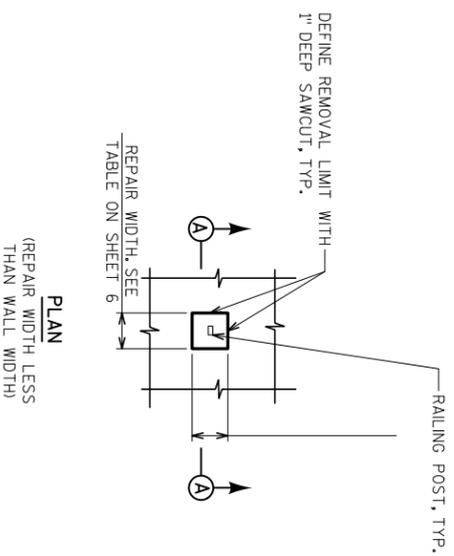

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Infrastructure Innovation and Ingenuity
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 Phone: (414) 771-3390 Fax: (414) 771-4490

**MILWAUKEE ROWING CLUB
 BOATHOUSE
 RAILING POST BASE
 REPAIR (2 OF 2)**

REVISIONS

DESIGNED BY
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 TAL
 CHECKED BY
 JRS
 DATE
 JUL 2014
 SCALE
 NTS
 JOB NUMBER

SHEET NUMBER
4 OF 10
 OF 10



RAILING POST REPAIR TYPE 1

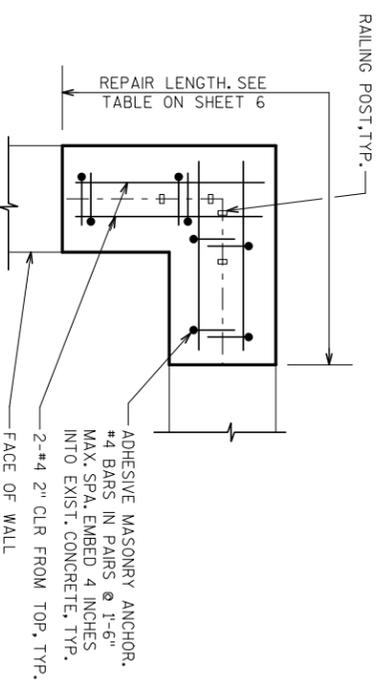
NOTE: ONE OR TWO SIDES OF THE REPAIR AREA MAY COINCIDE WITH THE VERTICAL FACE OF EXISTING CONCRETE DEPENDING UPON THE LOCATION OF REPAIR.

RAILING POST REPAIR TYPE 2 OVER RETAINING WALLS

NOTE: THREE SIDES OF THE REPAIR ARE MAY COINCIDE WITH THE VERTICAL FACE OF WALL FOR WALL END POSTS.

RAILING POST REPAIR TYPE 2 AT PEDESTRIAN RAMP

RAILING POST REPAIR TYPE 2 AT CONCRETE STAIR



REPAIR OF CORNER RAILING POSTS

RAILING 1, POST 22
RAILING 2, POST 10

RAILING 1

POST NUMBER	REPAIR TYPE	WIDTH (IN)	LENGTH (IN)	DEPTH (IN)	NOTES
1	TYPE 2	12	16	6	
2-3	NONE				
4	TYPE 1	12	14	2	
5-6	TYPE 1	12	12	2	
7	TYPE 1	12	20	2	
8	TYPE 1	12	14	2	
9	NONE				
10	TYPE 1	8	14	2	
11-13	NONE				
14	TYPE 1	6	6	2	
15	NONE				
16	TYPE 1	12	14	2	
17	TYPE 1	6	6	2	
18	TYPE 1	12	12	2	
19	NONE				
20-21	TYPE 1	6	6	2	
22	TYPE 1	12	40	2	

RAILING 2

POST NUMBER	REPAIR TYPE	WIDTH (IN)	LENGTH (IN)	DEPTH (IN)	NOTES
1-3	NONE				
4	TYPE 1	8	10	2	
5-9	NONE				
10	TYPE 2	12	52	12	
11-12	NONE				
13	TYPE 1	8	15	2	
14	TYPE 2	12	8	6	
15	NONE				
16	TYPE 2	12	16	6	
17	NONE				
18	TYPE 1	8	12	2	
19	TYPE 2	12	40	8	
20-21	NONE				
22	TYPE 1	8	14	2	
23	NONE				
24	TYPE 1	8	14	2	
25	TYPE 1	8	18	2	
26-27	TYPE 1	12	8	2	
28	TYPE 1	4	4	2	

RAILING 3

POST NUMBER	REPAIR TYPE	WIDTH (IN)	LENGTH (IN)	DEPTH (IN)	NOTES
1	TYPE 1	8	14	2	
2	TYPE 1	8	16	2	
3	TYPE 1	8	15	2	
4	TYPE 2	8	16	6	
5	TYPE 1	4	4	2	
6	TYPE 2	8	24	6	
7	TYPE 2	8	8	6	
8	TYPE 2	8	30	6	
9	TYPE 1	4	4	2	
10	TYPE 2	8	46	6	
11-12	TYPE 1	8	10	2	
13	TYPE 2	8	14	6	
14	TYPE 1	8	8	2	
15	TYPE 2	8	20	6	
16	TYPE 2	8	30	6	
17	TYPE 2	8	26	6	
18	TYPE 2	8	34	6	
19	TYPE 2	8	16	6	

RAILING 4

POST NUMBER	REPAIR TYPE	WIDTH (IN)	LENGTH (IN)	DEPTH (IN)	NOTES
1	TYPE 2	13	14	7	
2	NONE				
3	TYPE 2	13	14	7	
4	TYPE 1	14	8	2	

RAILING 5

POST NUMBER	REPAIR TYPE	WIDTH (IN)	LENGTH (IN)	DEPTH (IN)	NOTES
1	TYPE 2	12	24	8	
2	TYPE 1	4	4	2	
3	TYPE 1	8	12	2	
4	TYPE 2	12	28	6	
5	NONE				
6	TYPE 1	8	10	2	
7	TYPE 1	8	16	2	
8	TYPE 1	8	8	2	
9	NONE				
10	TYPE 1	8	14	2	
11	TYPE 1	8	8	2	
12	NONE				
13	TYPE 1	12	14	2	

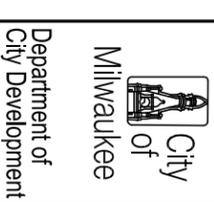
RAILING 6

POST NUMBER	REPAIR TYPE	WIDTH (IN)	LENGTH (IN)	DEPTH (IN)	NOTES
1	NONE				
2	TYPE 1	4	4	2	
3-5	NONE				
6	NONE	4	4	2	
7	TYPE 1	6	24	2	
8-9	NONE				
10	TYPE 1	16	6	2	
11-27	NONE				
28	TYPE 1	12	6	2	
29-30	NONE				
31	TYPE 1	12	6	2	
32-33	NONE				
34	TYPE 1	22	8	2	
35-43	NONE				

NOTES

FOR RAILING ON RETAINING WALLS THE REPAIR LENGTH IS PARALLEL TO THE WALL AND REPAIR WIDTH IS NORMAL TO THE WALL.

RAILING POST BASE REPAIR SCHEDULE



BLOOM COMPANIES, LLC
Infrastructure Innovation and Ingenuity
 10501 W. Research Drive • Milwaukee, WI 53226
 Phone: (414) 771-3390 Fax: (414) 771-4490

**MILWAUKEE ROWING CLUB
 BOATHOUSE
 RAILING POST BASE
 REPAIR SCHEDULE**

REVISIONS

DESIGNED BY
 BOT

DRAWN BY
 TAL

CHECKED BY
 JRS

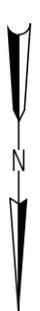
DATE SCALE
 JUL 2014 NTS

JOB NUMBER

SHEET NUMBER

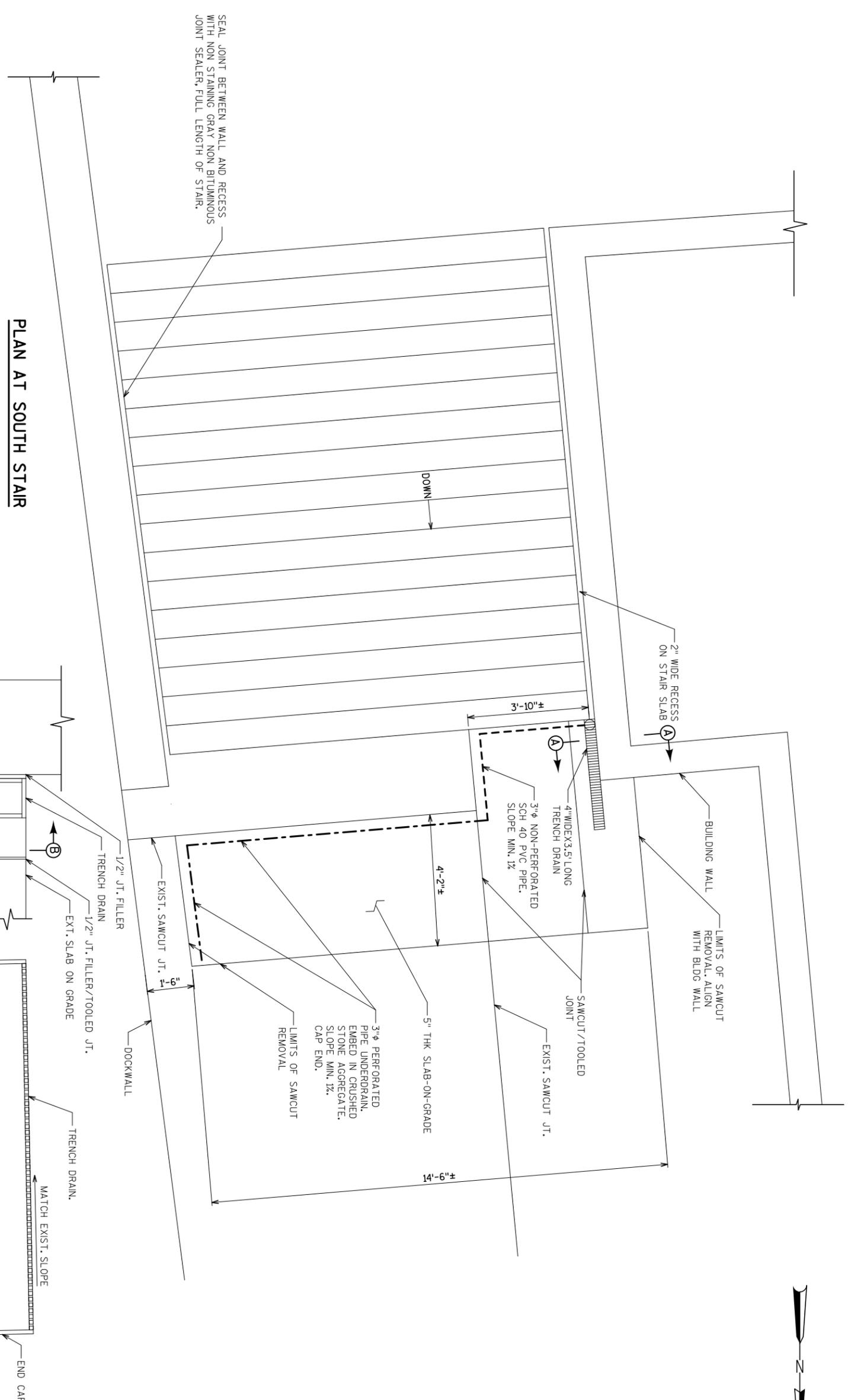
6 OF 10

OF 10



REVISIONS

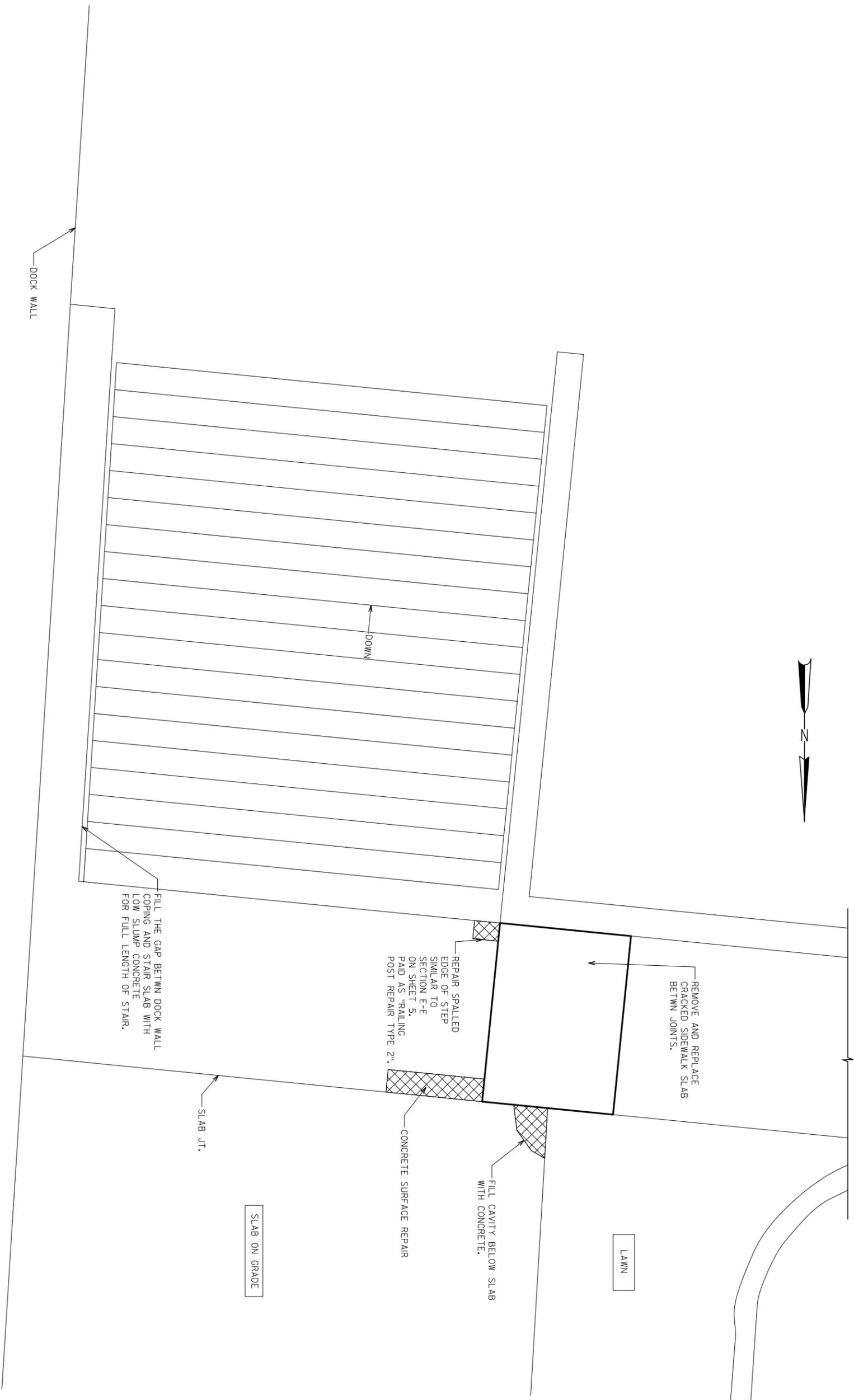
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CHECKED BY	JRS
DATE	JUL 2014
SCALE	NTS
JOB NUMBER	
SHEET NUMBER	7 OF 10
OF	10



PLAN AT SOUTH STAIR

SECTION A-A

SECTION B-B



PLAN AT NORTH STAIR



Department of
City Development



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Phone: (414) 771-3390 Fax: (414) 771-4490

**MILWAUKEE ROWING CLUB
BOATHOUSE
NORTH STAIR REPAIR**

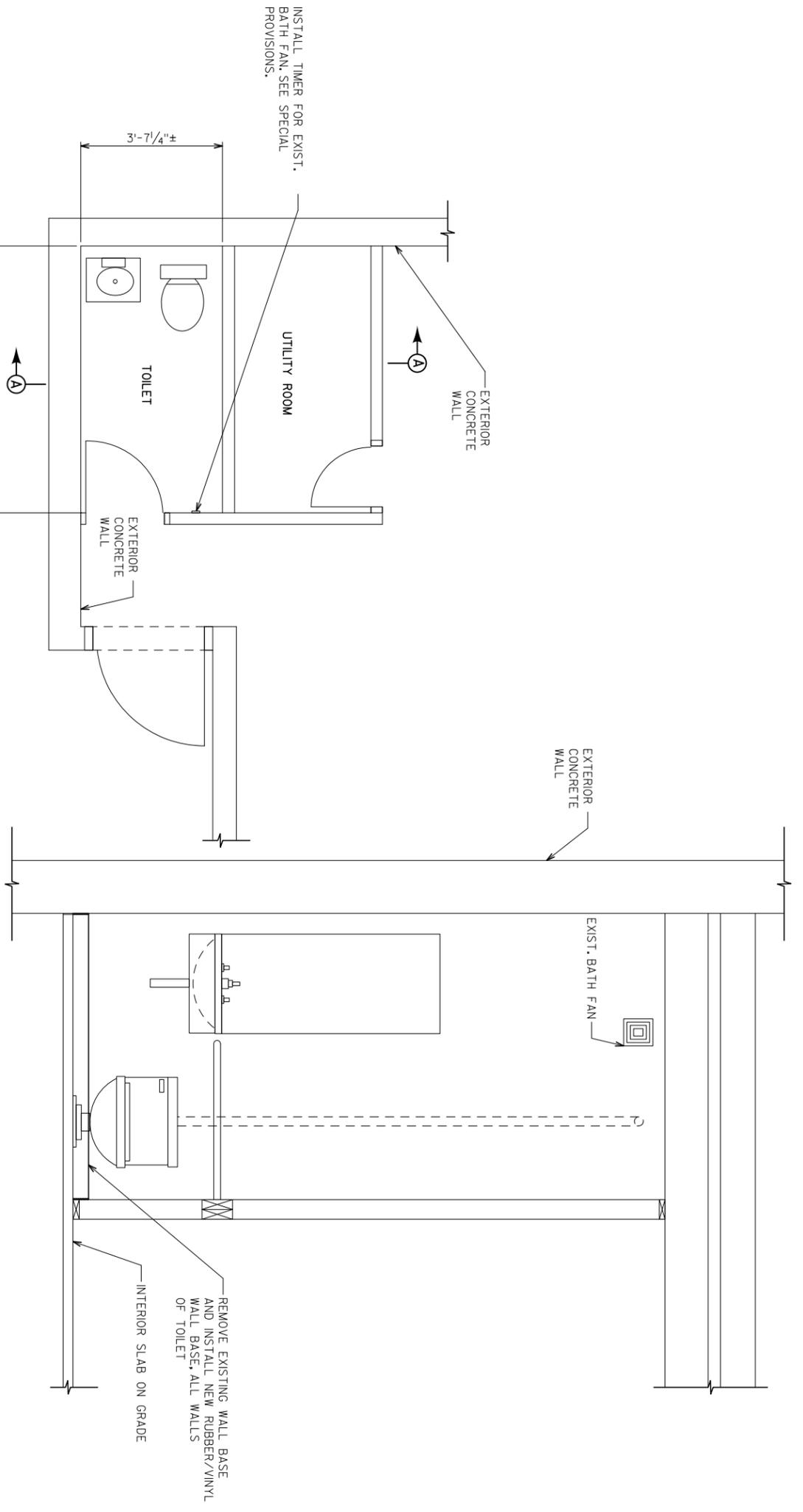
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DESIGNED BY
BDT
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TAL
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JRS
DATE
JUL 2014
SCALE
NT'S
JOB NUMBER

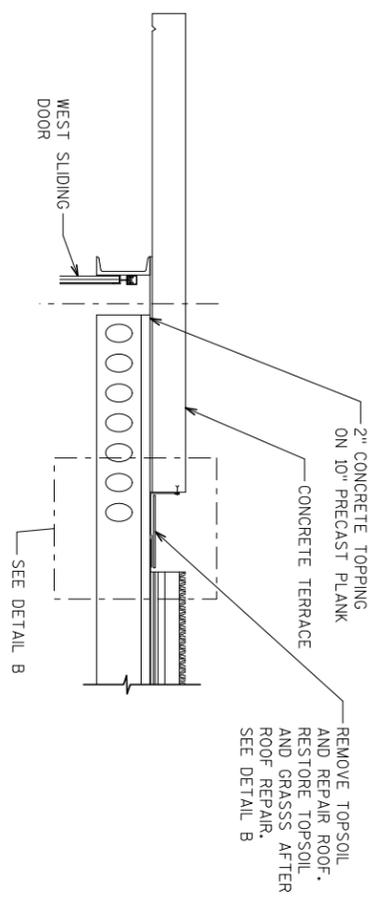
SHEET NUMBER
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OF
10

REVISIONS

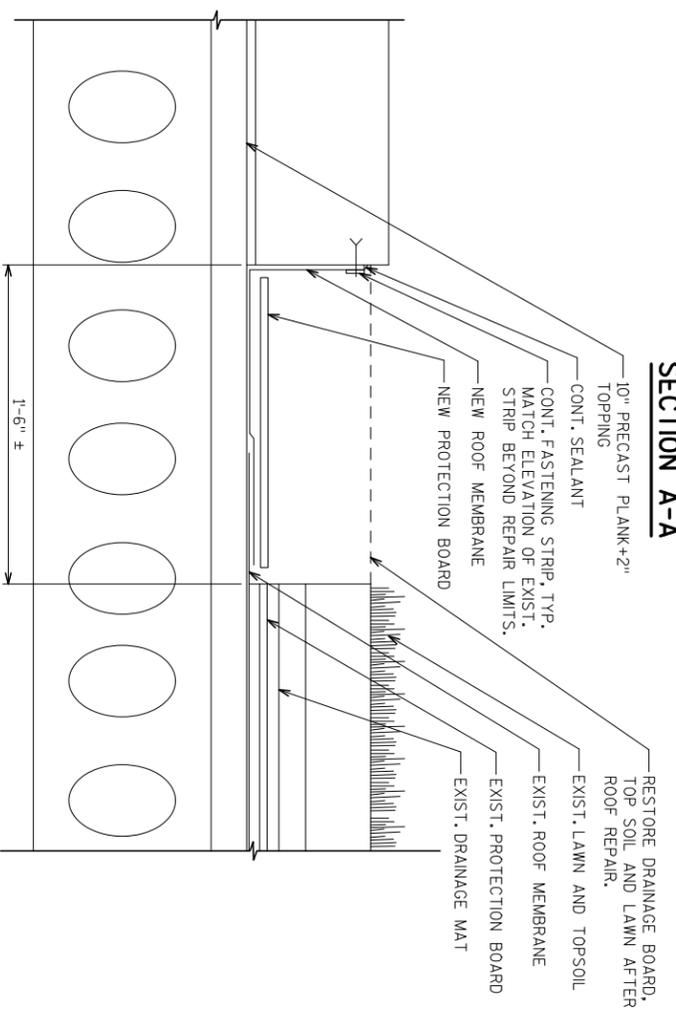
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DRAWN BY	TAL
CHECKED BY	JRS
DATE	JUL 2014
SCALE	NTS
JOB NUMBER	
SHEET NUMBER	9 OF 10
OF	10

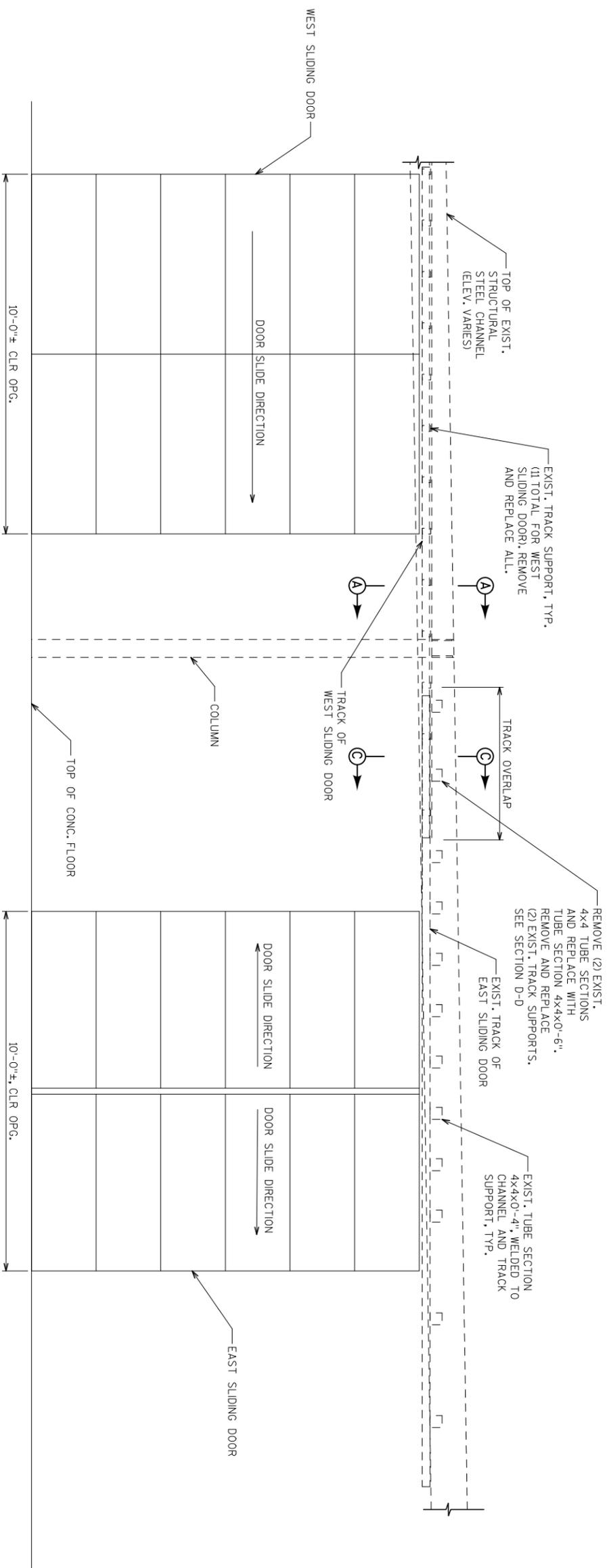


TOILET PLAN

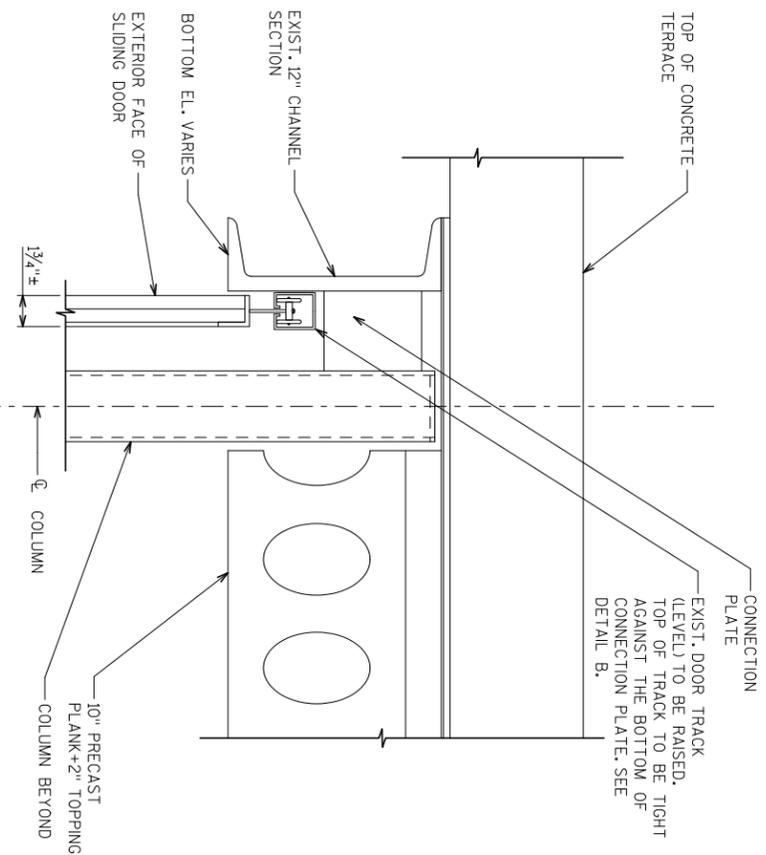


ROOF REPAIR DETAIL

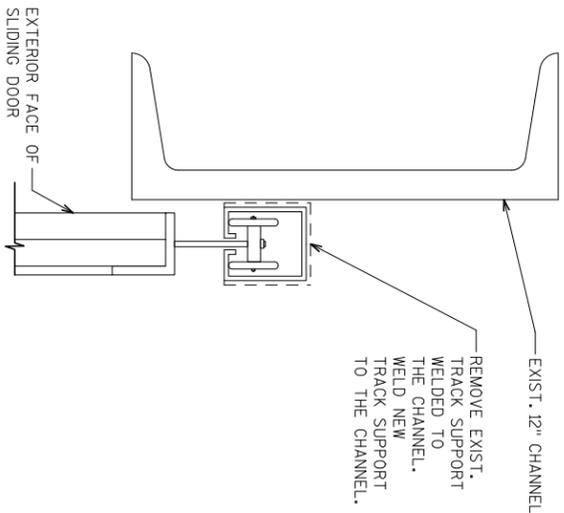




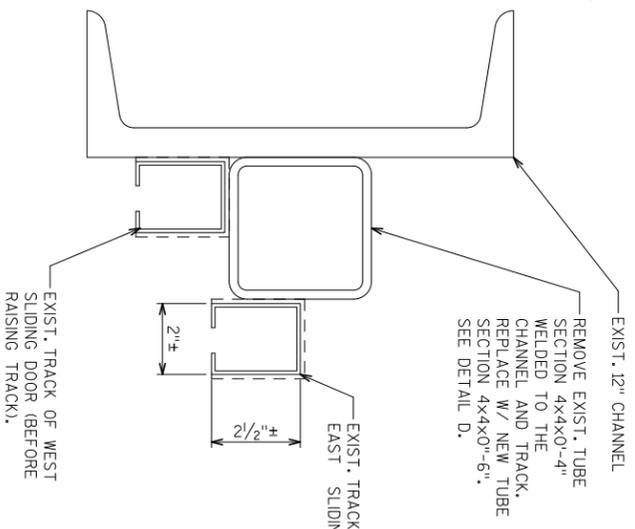
INSIDE ELEVATION OF SLIDING DOORS
(LOOKING NORTH)



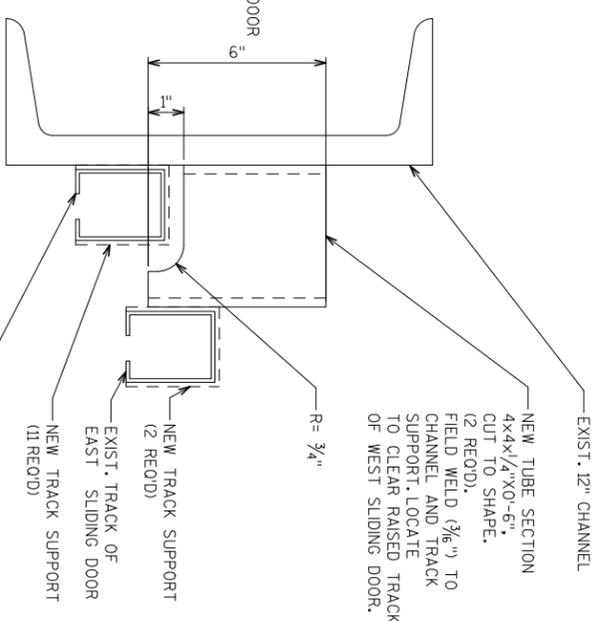
SECTION A-A



DETAIL B



SECTION C-C



DETAIL D

DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	JUL 2014
SCALE	NTS
JOB NUMBER	
SHEET NUMBER	10 OF 10
OF	10

BID BOND
REDEVELOPMENT AUTHORITY 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 Redevelopment Authority of the City of Milwaukee, Wisconsin, hereinafter called Redevelopment Authority 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 Executive Director-Secretary of Redevelopment Authority, according to Official Notice No

20, of said Executive Director-Secretary of Redevelopment 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 Executive Director-Secretary, 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 Executive Director-Secretary within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

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

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

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

Surety Witnesses
(Surety)

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

(Seal of Surety)

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Redevelopment Authority of the City of Milwaukee
(Name of Owner)

809 N. Broadway, Milwaukee, WI
(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.

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 _____

Redevelopment Authority of the City of Milwaukee
(Name of Owner)

809 N. Broadway, Milwaukee, WI
(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.