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

INVITATION TO BID

Commissioner of Department of City Development OFFICIAL NOTICE NO. 57269
Phone: 414-286-5800

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of City Development BID DESK, located on the second floor at 809 N. Broadway, Milwaukee, Wisconsin 53202, no later than **Thursday, March 31, 2011, at 11:00 A.M.**

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No.57269, 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 and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

DESCRIPTION **Masonry Services**
City Of Milwaukee Improved Neighborhood Properties
Housing Infrastructure Preservation Program
Milwaukee, WI

DETAILS OF SPECIFICATIONS: dated : March 2, 2011

FOR: **Masonry Services**
City Of Milwaukee Improved Neighborhood Properties
Housing Infrastructure Preservation Program
Milwaukee, WI

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

Liquidated damages per diem: $50.00

Time of contract: Contract to be executed as soon as possible and extend for one year with allowance for contract extension(s). Masonry Services will be on an as needed project-by-project basis.

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

DETAILED SPECIFICATIONS: March 2, 2011

THE SUCCESSFUL CONTRACTOR SHALL FURNISH A PERFORMANCE BOND AND A PAYMENT BOND IN THE AMOUNT OF $15,000.00 WITH EXECUTED CONTRACT.

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICES OF THE DEPARTMENT OF CITY DEVELOPMENT ON **Thursday, March 31, 2011, at 11:00 A.M.**

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

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

THE CONTRACTOR SHALL SPECIFICALLY NOTE THE EBE AND RESIDENCY FORMS FOR THIS PROJECT. IF THE FORMS ARE NOT FILLED OUT PROPERLY, IT WILL BE CAUSE FOR REJECTION OF THE BID.

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

Questions regarding this Bid should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the Formal Bid are due by, **March 23, 2011**. Any additional information and/or clarification(s) regarding this Bid will be posted in the form of an addendum to this BID by **March 24, 2011**.

OFFICIAL NOTICE 57269

Masonry Services
City Of Milwaukee Improved Neighborhood Properties
Housing Infrastructure Preservation Program
Milwaukee, WI

B I D

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

Bids Close: **Thursday, March 31, 2011, at 11:00 A.M.** (Time and Date)

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

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

of _____
Street City Zip Code Telephone Number

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

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

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

FOR: **Masonry Services**
City Of Milwaukee Improved Neighborhood Properties
Housing Infrastructure Preservation Program
Milwaukee, WI

ALL BIDS MUST BE TYPED OR PRINTED

For furnishing all labor and equipment for all the work necessary and required for the Masonry Service Contract for City Of Milwaukee Improved Neighborhood Properties under the Housing Infrastructure Preservation all in accordance with the plans and project manual.

BASE BID FOR THE SUM:
Calculated BASE BID TOTAL based on the following formula (see example formula included under 'Bid Evaluation" in the General Specifications):

Base Bid = (Per Hour Labor Charge Rate x 80 hours) + (Per Hour Overtime Labor Charge Rate x 5 hours) + (1.0 + Material percent markup x 1500)

(Bid in Figures) _____Lump Sum

(Bid in Words) _____Lump Sum

UNIT PRICES:
Each bidder shall provide on the bid proposal the following unit prices that were used in arriving at the Base Bid. The unit prices will be used for additions to or deductions from work required under the contract.

Unit Price No. 1:
State the amount per hour labor charge rate for Masonry Services service. This rate shall include 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, Industry Programs, other expenses, and profit.

80 Hours

(Bid in Figures) _____Per Hour

(Bid in Words) _____Per Hour

Unit Price No. 2:
State the amount per hour overtime labor charge rate for Masonry Services. This rate shall include overhead, labor insurance (which shall include Federal and State Unemployment Workers Compensation, RCA Social Security Insurance and contributions paid by Employer Contractor for each employee), bonds, property insurance, Comprehensive General Liability Insurance, Industry Programs, other expenses, and profit.

5 Hours

(Bid in Figures) _____Per Hour

(Bid in Words) _____Per Hour

Unit Price No. 3:
Sate the amount material percent markup.

(Bid in Figures) _____Percent

(Bid in Words) _____Percent

BID ACCEPTANCE:
The Commissioner of the Department of City Development award the contract on the basis of the Base Bid. The contract will be awarded to the Contractor with the lowest base bid, who also meets the required qualifications found in the General Specifications.

*** 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

EMERGING BUSINESS ENTERPRISE, RESIDENT PREFERENCE AND APPRENTECESHIP PROGRAM REQUIREMENTS

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined in the Emerging Business Enterprise (EBE) Program the Resident Preference Program and the Apprenticeship Program provisions. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for EBE participation on this project is 25 %

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

The bidder's commitment for Apprenticeship Program participation on this project is:

__0__ Apprentice(s) from the following trade(s) are to be employed:

In submitting this bid, the bidder understands that the Commissioner of Department of City Development reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Department of City Development (DCD)) and furnish the required performance and payment bond, and to meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

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

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

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

SIGNATURE PAGE

Rev. 7/2010 Official Notice No. 57269

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail 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)

MUST BE SIGNED

Signed per _____
(Manual signature required)

Official Capacity _____

BID DATED _____ EBE 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 Signature)

Notary Public, _____ County

State of _____

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

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

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

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

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

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

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

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

_____
Notary Signature

My commission expires _____, 20_____.

PREVAILING WAGE NOTICE

ALL PREVAILING WAGE CONTRACTS AWARDED AFTER THE FIRST OF ANY CALENDAR YEAR ARE SUBJECT TO THE NEW PREVAILING WAGE SCHEDULE THAT GOES INTO EFFECT ON JANUARY 2ND. THE PREVAILING WAGE SCHEDULE INCLUDED IN BID PACKAGES ISSUED LATE IN THE PRECEDING YEAR MAY NOT BE TOTALLY ACCURATE FOR CONTRACTS OFFICIALLY AWARDED AFTER THE TURN OF THE YEAR. THE NEW PREVAILING WAGE WILL BE INCORPORATED INTO THE CONTRACT WHEN AWARDED.

BIDDERS ARE REQUIRED TO UTILIZE THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT'S "DICTIONARY OF OCCUPATIONAL CLASSIFICATIONS AND WORK DESCRIPTIONS" TO DETERMINE THE APPROPRIATE JOB CLASSIFICATIONS AND WAGE RATES FOR THEIR EMPLOYEES PRIOR TO BIDDING. THIS DOCUMENT CAN BE FOUND ON THEIR WEBSITE AT DWD.WISCONSIN.GOV; TYPE "DICTIONARY" IN THE SEARCH BOX.

Rev. 06/07

Created: 7-15-09
Revised: 2-10

City of Milwaukee

Department of Department of City Development

Local Business Enterprise Provisions

I. General:

A. In accordance with Chapter 365 of the Milwaukee Code of Ordinances, the application of a Local Business Enterprise (LBE) program is required in all contracting activities of the Department of City Development (DCD), unless contrary to federal, state or local law or regulation. To this end, the Commissioner of DCD, as a contracting officer of the City, will apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.

B. Bidders seeking the Local Business Enterprise preference shall prepare and submit with the bid an accurate affidavit certifying their LBE status. Failure to do so may result in an LBE forfeiting their rights to be considered for the program.

C. Sanctions – If any document submitted to the city by a contractor under this chapter for the purpose of participating in any city contract contains false, misleading or fraudulent information, the Commissioner of Department of City Development, may direct the imposition of any of the following sanctions on the offending contractor:

1. Withholding of payment.

2. Termination, suspension or cancellation of the contract in whole or in part.

3. Denial to participate in any further contracts awarded by the City.

D. Penalty – Any person, firm or corporation knowingly engaging in fraud, misrepresentation or in any attempt, direct or indirect, to evade the provisions of this chapter by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than $2,000 nor more than $5,000 together with the costs of prosecution.

E. Right to Appeal – All contracts awarded under ss. 16.02 and 16.05.2b of the City Charter and City Ordinance 310-19 shall be awarded by the City Purchasing Director to the lowest responsible bidder determined in accordance with all applicable laws for participation of emerging business enterprises or local business enterprises which are in force.

II. Definitions:

A. Local Business Enterprise means a business which satisfies all of the following criteria:

1. Owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.

2. A residential address may qualify, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.

3. Leased property may qualify but only if at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.

4. Has been doing business in the City of Milwaukee for at least one (1) year.

5. Is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.

6. Will perform at least 10% of the monetary value of the work required under the contract.

III. Local Business Enterprise Requirement:

A. DCD shall, unless contrary to federal, state or local law or regulation, apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.

B. If the bids of two or more Local Business Enterprises do not exceed the lowest bid by more than 5%, the contract shall be awarded to the Local Business Enterprise that submitted a bid that exceeded the lowest bid by the smallest amount.

C. If a bid submitted by a non-Local Business Enterprise and a bid submitted by a Local Business Enterprise are identical, the contract shall be awarded to the Local Business Enterprise, even if the bids are only identical due to the 5% award standard provided for in this chapter.

D. If two bids submitted by two Local Business Enterprises are identical, the winner will be determined in accordance with the process for tie-breakers as established by the city purchasing director.

E. If the difference between the low bidder's amount and the lowest Local Business Enterprise amount is within 5% of the low bidder and exceeds $25,000, then the provisions in section III-A shall not apply.

F. Paragraph III-A s**hall** only be applied to the "base bid".

Revised: December 17, 2009
Revised February, 2010

City of Milwaukee

DEPARTMENT OF CITY DEVELOPMENT
CONTRACT DIVISION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
AFFIDAVIT OF COMPLIANCE

IMPORTANT: This form must be submitted with your bid to be considered for LBE status.

Bid/RFP #: _____

Company Name: _____

Address: _____

City, State, Zip _____

This affidavit of compliance will be the contractor's sworn statement that the business meets the following criteria:

1. The business owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
2. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
3. Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
4. The business has owned or leased real property within the geographical boundaries of the City of Milwaukee *and* the business has been doing business in the City of Milwaukee for at least one (1) year.
5. The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
6. The business will perform at least 10% of the monetary value of the work required under the contract.

SITE VISITS: Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

If applicable, initial here _____ if criteria in #3 above is satisfied.
Initial

Revised: December 17, 2009
Revised February, 2010

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

Authorized Signature: _____

Printed Name: _____

Date: _____

NOTARIZATION

Subscribed to before me on this _____ day of _____ in the year _____,
at _____County, _____ State.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____

My commission expires: _____

PLEASE SUBMIT THIS FORM *WITH YOUR BID* TO:
DEPT. OF CITY DEVELOPMENT– PROCUREMENT SERVICES SECITON
809 NORTH BROADWAY, 3RD FLOOR
MILWAUKEE, WISCONSIN 53202

Revised: December 17, 2009
Revised February, 2010

DEPARTMENT OF CITY DEVELOPMENT
CONTRACT DIVISION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
BUSINESS PROPERTY LOCATION FORM

Important Note: This form must be submitted with your bid to be considered for LBE status.

Bid / RFP # _____

Property Location 1 **Check one: Own [ ] Lease [ ]**

Name:	
Address:	
City, State, Zip	

Property Location 2 **Check one: Own [ ] Lease [ ]**

Name:	
Address:	
City, State, Zip	

Property Location 3 **Check one: Own [ ] Lease [ ]**

Name:	
Address:	
City, State, Zip	

Property Location 4 **Check one: Own [ ] Lease [ ]**

Name:	
Address:	
City, State, Zip	

PLEASE SUBMIT THIS FORM *WITH YOUR BID* TO:
DEPT. OF CITY DEVELOPMENT– PROCUREMENT SERVICES SECITON
809 NORTH BROADWAY, 3RD FLOOR
MILWAUKEE, WISCONSIN 53202

Revised: 7/15/2009

City of Milwaukee

Department of City Development

Residents Preference Program Provisions

I. General

A. In accordance/recognition with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of Public Works. The ordinance requires that 40% of WORKER HOURS worked on a DPW contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Commissioner of Public Works determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner of Public Works may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that a minimum **_40__**% of WORKER HOURS will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required, or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the department setting forth the facts upon which the request for adjustment is based.

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

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

1. Withhold payments on the contract.

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

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

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

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

II. Definitions

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

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

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

III. Residency Utilization Requirements

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

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

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

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

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

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

1. Esperanza Unida (EU), located at 1329 West National Avenue, Milwaukee, WI 53204. Telephone number 414-671-0251 Ext. 125, fax number 414-383-7392.

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

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

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

G. Right to Appeal – All contracts shall be awarded by the Commissioner of Department of City Development to the lowest responsible bidder determined in accordance with any applicable City ordinances relating to the participation of Emerging Business Enterprise Programs or requiring participation of City RESIDENTS. Following the opening of any bid where the Commissioner has considered compliance with such City ordinances, the Commissioner shall publish in an official City newspaper his or her determination as to the lowest responsible bidder. Any bidder who objects to the determination based on the consideration of such City Ordinances, may appeal the recommendation by filing a written appeal with the Commissioner within five (5) working days of the date of publication. The appeal shall state the specific objection to the determination, including supporting documentation, and specify an alternative determination. Any appeals that do not conform to this section shall not be considered

FORM I **(Rev.2009)**

_____
Contractor Name

_____
Contract No.

Employee Affidavit

Residents Preference Program

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

Residency status:

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

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

AND

Unemployment status:

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

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

OR

Underemployed status:

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

_____
Print Name

_____
Sign Name

_____
Social Security Number

_____
Home Telephone Number

Subscribed and sworn to me this _____day

Of _____, _____ A.D.

My Commission Expires _____.

_____
Notary Public Milwaukee County

Income Eligibility Guidelines
July 1, 2009 to June 30, 2010

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

	Reduced Price				
House -hold Size	**Yearly**	**Monthly**	**Twice per month**	**Every 2 weeks**	**Weekly**
1	20,036	1,670	$835	$771	$386
2	26,955	2,247	1,124	1,037	519
3	33,874	2,823	1,412	1,303	652
4	40,793	3,400	1,700	1,569	785
5	47,712	3,976	1,988	1,836	918
6	54,631	4,553	2,277	2,102	1,051
7	61,550	5,130	2,565	2,368	1,184
8	68,469	5,706	2,853	2,634	1,317
For Each Additional Household Member Add	+6,919	+577	+289	+267	+134

Source: Wisconsin Department of Public Instruction
School Nutrition Programs

Revised: 7/15/2009

City Of Milwaukee

Department Of City Development

Emerging Business Enterprise Provisions

I. General

A. In accordance with Chapter 360 of the Milwaukee Code of Ordinances, Emerging Business Enterprise (EBE) participation is required in all contracting activities of the Department of Department of City Development. The ordinance requires that certified EBEs be utilized for **25%** of the total dollars annually expended through prime contracts or subcontracts. To that end, the Commissioner of Department of City Development, as a contracting officer for the City, requires all bidders to utilize EBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum 25 % EBE participation.

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

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

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

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

3. Withhold payments on the contract.

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

II. Definitions

A. "EMERGING BUSINESS ENTERPRISE" (EBE) means a small business concern that is owned, operated and controlled by one or more individuals who are at a disadvantage. The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.

B. "INDIVIDUAL AT A DISADVANTAGE" means a person who is a citizen or lawful permanent resident of the United States and who has experienced and who continues to experience substantial difficulty in achieving business-related success as defined in subsection 5 of Chapter 360 of the Milwaukee Code of Ordinances.

C. "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 as defined in subsection 12.

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.

3. A corporation legitimately owned, operated and controlled by one or more individuals who are at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation.

III. EBE Utilization Requirements

A. Each prime contractor shall utilize EBE to a minimum of __25__% on this contract. Note that the prime contractors shall be required to attain EBE participation on their base bid excluding specified allowances, alternatives, and change orders. EBE commitments relative to contract award shall be based upon the approved EBE Participation Form (Form A).

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

1. The firms identified as EBE by the prime contractor on the EBE Participation Form must be certified by the Emerging Business Enterprise Program prior to bid opening.

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

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

4. The prime contractor shall count toward the EBE requirement only those payments to EBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an EBE should be engaged in direct contract work, a “commercially-useful function” may also include management of a third tier subcontractor. For example, while an EBE 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 EBE, the full amount of the work performed by that third tier EBE can be counted toward EBE participation. However, if the third party subcontractor is not an EBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-EBE subcontractor. EBEs are required to notify the Department of City Development if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the EBE requirement. The Commissioner of Department of City Development will make the final determination and evaluation of whether the EBE is performing a commercially-useful function.

C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 360 and knows of and intends to comply with them. The completed EBE Participation Form (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the date of the bid opening.

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

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

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

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

2. Listing an EBE on the Participation Form shall constitute a representation that the contractor has communicated directly with the EBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.

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

4. Only EBEs that have been certified by the Emerging Business Enterprise Program may be listed on the EBE Participation Form and counted towards the percentage requirements on this project. A listing of the currently City certified EBE firms is maintained at:

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

D. After execution of the contract, if for any reason an EBE cannot perform, the prime contractor shall contact the Commissioner of Department of City Development for approval to substitute another certified EBE 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-EBE firm may be substituted with the approval of the Commissioner of Department of City Development.

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

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

G. Right to Appeal – All contracts awarded shall be awarded by the Commissioner of Department of City Development to the lowest responsible bidder determined in accordance with all applicable laws for participation of emerging business enterprises or local business enterprises which are in force.

Form A
(Rev. 01/26/05)

CITY OF MILWAUKEE – DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT
EBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS

PRIME CONTRACTORS NAME: _____ OFFICIAL NOTICE NUMBER: _____

DATE: _____ TOTAL BID AMOUNT: _____ TOTAL EBE AMOUNT: _____

Please list all proposed EBE subcontractor(s) and/or material supplier(s) for this project. I/We propose to utilize the following subcontractor(s) and/or material supplier(s). **NOTE:** To receive full credit EBE's must perform commercially useful work at the job site. Up to twenty percent (20%) credit may be given under certain circumstances to EBE suppliers or other EBE contractors who assist in management of the project.

EBE FIRM(s) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	% OF BID	SUB-CONTRACTOR/OR SUPPLIER	WORK PERFORMED/ MATERIAL SUPPLIED	AMOUNT	AUTHORIZED EBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGMENT
1.					
2.					
3.					
4.					

CONTRACTOR: _____ DATE: _____/_____/_____
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY –
EBEP ANALYST: _____ DATE: _____/_____/_____

DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT: _____ DATE: _____/_____/_____

OFFICE USE ONLY –
PROJECT SUMMARY: _____

DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM

Form D - EBE MONTHLY REPORT

(1) Report for the Month of _____20_____ (Final: yes ___ no ___)

(2)Prime Contractor/Firm_____

(3)Full Address & Phone Number:_____

(4)Description of service performed and/or material supplied_____

(5) Purchase Order /Contract# _____(6) Project Number _____

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

(9) Completion Date: _____ (10) Prime Contractor to date $: _____

(11) EBE % _____ and EBE $ amount _____

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

NAME OF EBE FIRM(s)	SERVICE PERFORMED/ MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL $ PAID Y-T-D
TOTAL PAID TO EBE(s)			

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

(12) Report Prepared By: _____
(Name) (Title) (Phone Number)

(13) Authorized Signature : _____
(Name) (Title)

(14) Date_____

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

DIRECTIONS FOR EBE MONTHLY REPORT (FORM D)

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

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

Ref: EBEPCentral/EBEForms/FormD.doc

FORM E
(Rev.05/23/08)

City Of Milwaukee

Department Of Department of City Development

Emerging Business Enterprise Program (EBE)
Subcontractor Payment Certification

(This form must be completed by the EBE subcontractor and attached to the Prime Contractor's Final EBE Report)

-SUBCONTRACTOR EXECUTES-

Section A - **EBE** Company Officer Completes **For Payment That Has Been Received**

EBE Subcontractor Name : _____

Official Notice No.: _____Project No. _____ DPW Contract No. _____

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

Dated: _____Signature of **EBE** Subcontractor: _____

Printed Name & Title of **EBE** Subcontractor: _____

Acknowledged by **Prime** Contractor Signature: _____

Printed name & Title of **Prime** Contractor: _____

****

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

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

Prime Contractor: _____

EBE Subcontractor: _____

Official Notice No.: _____Project No. _____ DPW Contract No. _____

I hereby certify that I will pay $_____ to _____ for subcontract work on the above project.

Dated: _____ Signature of **Prime** Contractor: _____

Printed Name & Title of **Prime** Contractor: _____

Acknowledged by **EBE** Subcontractor Signature: _____

Printed name & Title of **EBE** Subcontractor: _____

DPW-11
3/04

CITY OF MILWAUKEE

PRIME CONTRACTOR AFFIDAVIT OF COMPLIANCE

WITH MINIMUM WAGE SCALE AND SPECIAL AREA WORKER HOURS PROVISIONS

STATE OF _____) Project Name _____
) SS.
_____County) DPW Contract No. _____

I, _____, being duly sworn, state that:

1. I am the _____ of_____, a _____ (State) corporation, partnership, or individual of _____ (City, Village, Township), _____ (State), and make this affidavit pursuant to the provisions of § 66.0903 (9), Wisconsin Statutes, and Wisconsin Administrative Code section §DWD 290.14 regarding wage and fringe benefit rates for municipal contracts for construction of public works and pursuant to Section 309-41 of the Milwaukee Code of Ordinances.

2. I have recently completed the work required under the terms of the contract dated _____, 20_____, with the City of Milwaukee, Department of Department of City Development for the construction of all or part of the above-named public works project and make this affidavit in order to obtain my final payment.

3. I have fully complied with the wage and hour requirements as set forth in the above-referenced contract and paid overtime rates (1½ times) for any work over ten (10) hours per day or forty (40) hours per week.

4. I have received similar evidence of compliance with the contract wage rates and special impact area worker hour requirements in the form of completed affidavits from each of my agents and subcontractors who worked on this project and have listed their names on the reverse side of this affidavit along with numbers and percentages of worker hours.

5. I have full and accurate records which clearly show the name, trade or occupation, and home address of every laborer, worker, or mechanic that I employed in connection with the work on this project, as well as the hours worked and actual wage and fringe benefits paid to such employees. These records will be kept at _____ _____ in the custody of _____, who address and telephone number are _____ _____ . These payroll records and the evidence of compliance set in Paragraph 4 will be retained and made available for inspection for a period of at least **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Department of City Development.

Title	Officer Name	Address
President	_____	_____
Vice-President	_____	_____
Secretary-Treasure	_____	_____

Subscribed and sworn to before me this _____
day of _____, 20_____

_____

Notary Public, State of _____ _____
(Signature)

My Commission Expires: _____

- OVER -

SUMMARY OF HOURS WORKED
(TARGET RESIDENCY VS TOTAL HOURS)

(REV. 01/01/01)

Name	No. of Hours of Special Impact Area Workers	% of Total Hours	No. of Hours of All Other Workers	% of Total Hours	Total of All Worker Hours
Prime Contractor:					
Subcontractors:					
GRAND TOTAL					

CITY OF MILWAUKEE

SUBCONTRACTOR AFFIDAVIT OF COMPLIANCE

WITH MINIMUM WAGE SCALE AND SPECIAL AREA WORKER HOURS PROVISIONS

STATE OF _____)
) SS.
_____County)

Project Name _____

DPW Contract No. _____

I, _____, being duly sworn, state that:

1. I am the _____ of_____, a _____ (State) corporation, partnership, or individual of _____ (City, Village, Township), _____ (State) and make this affidavit pursuant to the provisions of § 66.0903 (9), Wisconsin Statutes, and Wisconsin Administrative Code section § DWD 290.13 regarding wage and fringe benefit rates for municipal contracts for construction of public works and pursuant to Section 309-41 of the Milwaukee Code of Ordinances.

2. I have recently completed the work required under the terms of the contract dated _____, 20_____ , with the City of Milwaukee, Department of DCD and _____ (Name of Prime Contractor) for the construction of all or part of the above-named project and make this affidavit in order to obtain my final payment.

3. I have fully complied with the wage and hour requirements as set forth in the above-referenced contract and paid overtime rates (1½ times) for any work over ten (10) hours per day or forty (40) hours per week.

4. I have full and accurate records which clearly show the name, trade or occupation, and home address of every laborer, worker, or mechanic that I employed in connection with the work on this project, as well as the hours worked and actual wage and fringe benefits paid to such employees. These records will be kept at _____ _____ in the custody of _____, who address and telephone number are _____ . These payroll records and the evidence of compliance set in Paragraph 4 will be retained and made available for inspection for a period of at least **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Department of City Development.

5. I certify that _____ were the total number of hours worked on this project with _____ hours being worked by residents of the special impact area and _____ hours being worked by all other workers.

Title	Officer Name	Address
President	_____	_____
Vice-President	_____	_____
Secretary-Treasure	_____	_____

Subscribed and sworn to before me this _____

day of _____, 20_____

_____

Notary Public, State of _____

My Commission Expires: _____

_____
(Contractor Signature)

AFFIDAVIT OF COMPLIANCE
WITH WISCONSIN STATUTE 103.503
SUBSTANCE ABUSE PREVENTION REQUIREMENTS

STATE OF _____) PROJECT NAME _____
) ss.
_____ COUNTY) DPW Contract No._____

I, _____ , being first duly sworn state that:
(Print name)

1. I am the _____ of _____, a _____.
(Title) (Company Name) (State)

   Corporation, partnership, or individual of _____, _____ ,
(City, Village, Township) (State)
   and make this affidavit pursuant to the provisions of Wis. Stat. § 103.503.
2. I have entered into City of Milwaukee, Department of Department of City Development' Contract No. _____ , to which the provisions of Wis. Stat. 66.0903 apply.
3. I have in place a substance abuse prevention program that meets the requirements of Wis. Stat. 103.503, and I will fully comply in all respects with the requirements of Wis. Stat. 103.503 during the performance of this Contract.
4. I will include in each subcontract covering work performed under this Contract to which the provisions of Wis. Stat. 66.0903 apply, a provision similar to that in Paragraph 3 above, together with a clause requiring such insertion in further subcontracts that may in turn be made.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary/Treasurer	_____	_____

Subscribed and sworn before me this _____

day of _____ , 20_____ .

_____ _____
Notary Signature Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

1121-2004-1516/96897

(REV. 04/03/07)

FORM F

PROPOSED RESIDENT/APPRENTICE UTILIZATION FORM

This is a preliminary statement of proposed workforce needs where known

Official Notice # _____ Project # _____ Contract # _____

Contractor_____

JOB CATEGORY	PROPOSED # OF HOURS ON THIS PROJECT	PROPOSED # OF HOURS FOR SPECIAL IMPACT AREA RESIDENTS	PROPOSED # OF HOURS FOR ALL OTHER WORKERS
TRUCK DRIVERS:		(%)	(%)
OPERATING ENGINEERS:			
Journeymen		(%)	(%)
Apprentices		(%)	(%)
SKILLED TRADES: (Specify)			
Journeymen		(%)	(%)
Apprentices		(%)	(%)
Trainees		(%)	(%)
LABORERS: (Specify type)			
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)

NAME and ADDRESS of Target Area Residents:

_____ _____
_____ _____
_____ _____

_____ _____ _____
_____ _____ _____
_____ _____ _____

_____ _____ _____
_____ _____ _____
_____ _____ _____

NAME and ADDRESS of Apprentices:

_____ _____
_____ _____
_____ _____

_____ _____ _____
_____ _____ _____
_____ _____ _____

(REV. 10/16/02)

NOTICE TO CONTRACTORS

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

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

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

CITY OF MILWAUKEE - DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT

AFFIDAVIT OF COMPLIANCE

DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS:
_____

CITY/STATE/ZIP:
_____

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

Please check one:

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

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

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

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

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

NOTARY PUBLIC _____County, _____State _____

SIGNATURE: _____

PRINT NAME: _____ (Seal)

My commission expires: _____

Ref: slaverydisclosureaffidavit

NOTICE TO ALL CONTRACTORS AND SUBCONTRACTORS:

EFFECTIVE 1/1/2010, DUE TO CHANGES IN WISCONSIN PREVAILING WAGE LAW, SEC. 66.0903 -

IN ADDITION TO THE PREVAILING WAGE REPORTING REQUIREMENTS ALREADY IN PLACE FOR CITY OF MILWAUKEE DCD CONTRACTS:

ALL CONTRACTORS AND SUBCONTRACTORS ON A PREVAILING WAGE PROJECT ARE *ALSO* REQUIRED TO FILE CERTIFIED PAYROLLS OR COLLECTIVE BARGAINING AGREEMENTS ELECTRONICALLY WITH THE STATE OF WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT (DWD)

INSTRUCTIONS AND FURTHER DETAILS CAN BE FOUND ON THE DWD'S WEBSITE EXPLAINING THE REQUIREMENTS

(google: State of Wisconsin *Prevailing Wage* & do a search).

MINIMUM WAGE SCALE

RESOLVED, By the Common Council of the City of Milwaukee, that building and construction trades workers in the construction industry employed upon public work projects done by contract for the City of Milwaukee, either new construction or repair work, upon any roads, bridges, sewers, streets, alleys, buildings, or any other public work, shall be paid no less than the hourly wage rates and fringe benefits which prevail in the Milwaukee metropolitan area for the same type of work or for closely related work. (FILE NUMBER 68-1317)

Prevailing hours of labor for all classes of laborers and mechanics means no more than ten (10) hours per day nor more than forty (40) hours per week and may not include any hours worked on a Saturday, Sunday, or one of six holidays. ALL work performed in excess of these prevailing hours must be paid at a rate of at least 1-1/2 times the hourly basis rate of pay (plus fringe benefits). *Fringe Benefits must be paid on ALL hours worked for ALL job classifications.*

If a contractor or subcontractor anticipates employing a person or persons in classifications, trades, or occupations that are not set forth in the Minimum Wage Scale, then that contractor or subcontractor is required to apply to the Commissioner of Public Works PRIOR to the bid opening date set forth in the official notice for the project for a special wage determination containing the classification(s) and associated wage and benefit rate(s). Special wage determinations requested after the bid opening date MAY be issued at the discretion of the Commissioner of Public Works' Office if it is satisfied that a special classification is used as a prevailing practice in the City of Milwaukee.

The Prime Contractor must provide each subcontractor with a copy of the Minimum Wage Scale with the appropriate classifications and rates for the type of work to be performed. The Minimum Wage Scale, including this cover sheet, must be physically included in the subcontract agreement between the prime and subcontractor.

Bidders are required to utilize the Wisconsin Department of Workforce Development's "Dictionary of Occupational Classifications and Work Descriptions" to determine the appropriate job classifications/wage rates for their employees prior to bidding and ***to insure employees are paid for those job duties they actually perform.*** *This document can be found on their website at dwd.wisconsin.gov; type "dictionary" in the search box.* All disputes and/or controversies regarding the proper classification of any laborer, worker, or mechanic employed on a City project will be referred to the State of Wisconsin Department of Workforce Development for final resolution and disposition.

ss. 66.0903(8), Wis. Stats.

Any contractor, subcontractor, or agent thereof, who fails to pay the prevailing rate of wages determined by the department under this subsection or pays less than 1-1/2 times the hourly basic rate of pay for all hours worked on the project in excess of prevailing hours of labor determined under this subsection, shall be liable to the employees affected in the amount of their unpaid minimum wages or their unpaid overtime compensation and an additional amount as liquidated damages.

Each contractor, subcontractor, or agent thereof participating in a project covered by this subsection shall keep full and accurate records clearly indicating the name and trade or occupation of every laborer, workman, or mechanic employed by him in connection with the project and an accurate record of the number of hours worked by each employee and actual wages paid therefor.

1/24/11

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
ACOUSTIC CEILING TILE INSTALLER	31.38					18.16	49.54
ASBESTOS ABATEMENT WORKER	24.50	7.55	1.72	6.05	.48 A,I,S,E,T	15.80	40.30
BITUMINOUS, DUMPER, IRONER, SMOOTHER & TAMPER(Paving)	21.86	7.65	1.85	7.05	.33 A.T.	16.88	38.74
BITUMINOUS LUTEMAN, RAKER (Paving)	22.21	7.65	1.85	7.05	.33 A,T.	16.88	39.09
BITUMINOUS SHOVELER, LOADER, UTILITY MAN (Paving)	21.86	7.65	1.85	7.05	.33 A.T.	16.88	38.74
BLASTER (Laborer-Sewer, Water, Tunnel)	29.63	7.65	1.85	7.05	.43	16.98	46.61
	Increase to $48.16 on 6/6/11; $49.89 on 6/4/12						
BLOCKLAYER - Buildings, Paving (see Cement/Concrete Blocklayer)							
BLOCKLAYER-Sewer,Water,Tunnel (see Cement/Concrete Blocklayer)							
BOILERMAKER	30.04	7.07	1.05	11.15	2.03 A,T; 3.50Annuity	24.80	54.84
BOILERMAKER FOREMAN	32.54	7.07	1.05	11.15	2.03 A,T; 3.50Annuity	24.80	57.34
BOILERMAKER GENERAL FOREMAN	34.54	7.07	1.05	11.15	2.03 A,T; 3.50Annuity	24.80	59.34
BOTTOM DIGGER,MISC.BOTTOM MAN	26.72	7.65	1.85	7.05	.43 A,I	16.98	43.70
	Increase to $45.28 on 6/6/11; $46.98 on 6/11/12						
BRACER (Laborer-Sewer,Water,Tunnel)	29.11	7.65	1.85	7.05	.43	16.98	46.09
BRACER (Laborer-Sewer,Water,Tunnel)-Compressed Air	30.23	7.65	1.85	7.05	.43	16.98	47.21
BRICKLAYER (Buildings)	33.15	7.50	none	7.24	4.00 A,I	18.74	51.89
	6/6/11 Increase to $53.40						
BRICKLAYER (Paving,Sewer,Water)	34.58					14.92	49.50
BRICKLAYER FOREMAN	36.70	7.50	none	7.24	4.00 A,I	18.74	55.44
BRICKLAYER SUBFOREMAN	34.93	7.50	none	7.24	4.00 A,I	18.74	53.67
CABINET INSTALLER	28.31					14.91	43.22
CARPENTER (Buildings)	29.32	9.56	2.06	8.26	1.09 A,I,T	20.97	50.29
	6/6/11 Increase to $52.74						
CARPENTER (Paving)	31.38					16.29	47.67
CARPENTER (Sewer, Water, Tunnel)	31.38					16.11	47.49
CARPENTER FOREMAN	32.46	9.56	2.06	8.26	1.09 A,I,T	20.97	53.43
CARPENTER SUBFOREMAN	30.89	9.56	2.06	8.26	1.09 A,I,T	20.97	51.86
CARPET LAYER,SOFT FLOOR COVERER	29.32	9.56	2.06	8.26	1.09 A,I,T	20.97	50.29
	6/6/11 Increase to $52.74						
CAULKER, Cleaner, Tuckpointer (Buildings,Shaft,Tunnel)	32.73	7.50	none	7.24	3.05A	17.79	50.52
	6/6/11 Increase to $51.72						
CAULKER, Cleaner, Tuckpointer (Paving, Sewer, Water)	33.35					14.47	47.82
CAULKER, Cleaner, Tuckpointer FOREMAN	33.48	7.50	none	7.24	3.05A	17.79	51.27
	Add $.75 for Swing Stage-Foreman						
CEMENT OR CONC.BLOCK LAYER (Buildings)	35.53					15.92	51.45
	Add $1.95 on 6/6/11 = $53.40						
CEMENT OR CONC.BLOCK LAYER (Paving, Sewer, Water, Tunnel)	34.58					14.92	49.50
CEMENT OR CONC. BLOCK LAYER FOREMAN (Bldgs.;Shaft/Tunnel)	30.56	4.00		3.50	.61 A,I	8.11	38.67
CEMENT OR CONC. BLOCK LAYER FOREMAN (SWING STAGE)	31.31	4.00		3.50	.61 A,I	8.11	39.42
CEMENT MASON (FINISHER) (Buildings)	28.56	7.65	2.31	8.48	.37 A,I	18.81	47.37
CEMENT MASON (Highway)	25.86	7.65	2.31	8.48	.20 A	18.64	44.50
CEMENT MASON (Sewer,Water, Tunnel)	24.00					18.63	42.63
CEMENT MASON FOREMAN (Buildings)	31.65	7.65	2.31	8.48	.37 A,I	18.81	50.46
CEMENT MASON FOREMAN (Highway)	27.11	7.65	2.31	8.48	.20 A	18.64	45.75
CEMENT MASON FOREMAN (Sewer)	28.19	4.35		3.50	.30 A,I	8.15	36.34
CEMENT MASON FOREMAN (Tunnel)	28.96	4.45		3.90	.30 A,I	8.65	37.61
CONCRETE MANHOLE BUILDER (See Manhole Builder)							
DRYWALL TAPER OR FINISHER	28.17	8.40	none	6.45	.59 A,I	15.44	43.61
ELECTRICAL LINE CONSTRUCTION ONLY:							
Line Constructor (also under Line Constructor)-(Buildings,Paving,Sewer,Water,Tunnel)	31.66					13.94	45.60
Heavy Equipment Operator (Buildings,Paving,Sewer,Water,Tunnel)	26.88					13.71	40.59
Light Equipment Operator (Buildings,Sewer, Water, Tunnel)	27.66					0.00	27.66
Light Equipment Operator (Paving)	28.21					14.30	42.51
Heavy Truck Driver (Buildings, Sewer, Water, Tunnel)	17.00					8.50	25.50
Heavy Truck Driver (Paving)	24.68					16.16	40.84
Light Truck Driver (Buildings, Sewer, Tunnel, Water)	25.44					0.00	25.44
Light Truck Driver (Paving)	22.92					11.87	34.79
Groundman (Buildings, Sewer, Water, Tunnel)	17.41					9.80	27.21
Groundman (Paving)	29.06					15.39	44.45
ELECTRICIAN (Buildings)	31.10	8.70	3.11	5.53	.96 A,I; 2.40Annuity	20.70	51.80
ELECTRICIAN(Paving)	31.10					20.39	51.49
ELECTRICIAN (Sewer,Water,Tunnel)	32.53					18.34	50.87
ELECTRICIAN FOREMAN	34.21	8.70	3.42	5.63	1.05 A,I;2.40Annuity	21.20	55.41
ELECTRICIAN GENERAL FOREMAN	35.77	8.70	3.58	5.67	1.08 A,I;2.40Annuity	21.43	57.20
ELEVATOR CONSTRUCTOR/MECHANIC	41.71	10.525	3.34	6.46	2.15 E,H,W;4.25 Annuity	26.725	68.435
FENCE ERECTOR (Buildings, Sewer, Water, Tunnel))	22.50					3.65	26.15

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
FENCE, GUARD RAIL, BRIDGE BUILDER (Paving)	21.86	7.65	1.85	7.05	.33 A,E,T	16.88	38.74
FIBER OPTIC LABORER - Buildings(Outside,other than Concrete Encased)	15.00					3.09	18.09
FIBER OPTIC LABORER - Paving (Outside, other than Concrete Encased)	22.79					15.30	38.09
FIBER OPTIC LABORER - Sewer,Water,Tunnel (Outside,other than Concrete Encased)	12.50					0.00	12.50
FIRE SPRINKLER FITTER - see SPRINKLER FITTER							
FLAGPERSON, TRAFFIC CONTROL (Paving)	18.35	7.65	1.85	7.05	.33 A,E,T	16.88	35.23
FLAGPERSON, TRAFFIC CONTROL (Sewer,Water,Tunnel)	19.83					15.65	35.48
FLOOR COVERER, Soft	29.32	9.56	2.06	8.26	1.09 A,I,T	20.97	50.29
FLOOR COVERER FOREMAN (Buildings, Tunnel)	32.46	9.56	2.06	8.26	1.09 A,I,T	20.97	53.43
FLOOR COVERER SUBFOREMAN	30.89	9.56	2.06	8.26	1.09 A,I,T	20.97	51.86
FORKLIFT-AIR, ELECTRIC EQUIPMENT & POWER BUGGY OPERATOR-**LABORER**	27.28					15.01	42.29
(also see under Laborer-Fork Lift Operator)	6/1/11 Add $2.25 = $44.54						
GAS OR UTILITY PIPELINE LABORER (other than Sewer & Water)	18.74					14.93	33.67
	6/1/11 Add $1.00 = $34.67						
GLAZIER	32.25	8.25	none	6.99	.70 A	15.94	48.19
	Increase to $50.29 on 6/1/11; $52.44 on 6/1/12						
GUNITE MACHINEMAN (Laborer-Buildings)	27.39					15.01	42.40
	6/1/11 Add $2.25 = $44.65						
INSULATOR (BATT & BLOWN)	17.11					17.69	34.80
INSULATOR (HEAT & FROST)(can also be used for ASBESTOS WORKER)	33.28	7.45	none	8.07	.74 A,E,I; 6.25 Annuity	22.51	55.79
INSULATOR FOREMAN (HEAT & FROST)(5 man crew incl. Foreman)	35.78	7.45	none	8.07	.74 A,E,I; 6.25Annuity	22.51	58.29
IRONWORKER-Buildings	31.31	8.87	none	8.07	.81 A,I; 4.25Annuity	22.00	53.31
	6/6/11 Increase to $55.10						
IRONWORKER-Paving,Sewer, Water, Tunnel	31.31					21.79	53.10
	Add $2.00 on 6/6/11= $55.10						
IRONWORKER FOREMAN	33.31	8.87	none	8.07	.81 A,I;4.25Annuity	22.00	55.31
IRONWORKER GENERAL FOREMAN	33.81	8.87	none	8.07	.81 A,I;4.25Annuity	22.00	55.81
JACKHAMMER OPERATOR (Laborer-Buildings)	25.54	7.65	1.85	7.05	.51	17.06	42.60
	6/1/11 Increase to $44.65						
JOINTMAN (Laborer-Sewer,Water)	29.11	7.65	1.85	7.05	.43	16.98	46.09
JOINTMAN (Laborer-Sewer,Water)-Compressed Air Effective 6/7/10:	30.23	7.65	1.85	7.05	.43	16.98	47.21
LABORER- Fork Lift Operator, Air & Electrical Equipment, Power Buggy Operators	27.28					15.01	42.29
(also listed under Fork Lift Operator-Laborer)	6/1/11 Add $2.25 = $44.54						
LABORER-GENERAL (Buildings)	25.32	7.65	1.85	7.05	.51	17.06	42.38
	6/1/11 Increase to $44.43						
LABORER-Paving	23.34					17.30	40.64
LABORER -Sewer,Water,Tunnel	24.80	7.65	1.85	7.05	.43	16.98	41.78
	Increase to $43.33 on 6/6/11; $45.06 on 6/4/12						
	Add $2.00 all tunnel work under 15 lbs. compressed air; $2.00 for 0-30 lbs. compressed air						
	Add $3.00 over 30 lbs. compressed air						
LABORER FOREMAN (Buildings)	26.68	7.55	1.85	7.05	.51	17.06	43.74
LANDSCAPER-Buildings	13.80					15.10	28.90
	6/1/12 Add $1.00 =$ 29.90; 6/1/13 add $1.00 = $30.90; 6/1/14 add $1.00 = $31.90						
LANDSCAPER - Paving	21.86	7.65	1.85	7.05	.33 A,E,T	16.88	38.74
LANDSCAPER-Sewer,Water	13.79	7.65	1.85	7.05	.43	16.98	30.77
LATHER	31.38					16.11	47.49
LINE CONSTRUCTOR(ELECTRICAL)(Building,Paving,Sewer,Water,Tunnel)	31.66					13.94	45.60
	ALSO SEE Electrical Line Construction						
MANHOLE BUILDER, Concrete	29.11	7.65	1.85	7.05	.43 A,I	16.98	46.09
MARBLE FINISHER	26.25	7.50	none	7.24	3.45	18.19	44.44
MARBLE MASON	33.15	7.50	none	7.24	3.66	18.40	51.55
MARBLE MASON FOREMAN	36.70	7.50	none	7.24	3.66	18.40	55.10
METAL BUILDING ERECTOR	13.00 .					6.86	19.86
MILLWRIGHT	26.70	9.56	1.60	7.18	6.48 A,I,M,T	24.82	51.52
MILLWRIGHT FOREMAN	29.20	9.56	1.60	7.18	6.48 A,I,M,T	24.82	54.02
MILLWRIGHT GENERAL FOREMAN	29.70	9.56	1.60	7.18	6.48A,I,M,T	24.82	54.52
MORTAR MIXER - Buildings	25.43	7.65	1.85	7.05	.51 I,S,E	17.06	42.49
	6/1/11 Increase to $44.54						

OPERATORS-**BUILDING CONSTRUCTION**

SITE PREPARATION, UTILITY & LANDSCAPING WORK ONLY

Crane, Backhoe 130,000 lbs. & over; Boring Machine	33.07	9.15	none	6.75	1.25	17.15	50.22

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper(Self propelled or Tractor Drawn) 5 cu yards or more capacity; Power Subgrader; Asphalt Milling Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Trencher, Post Hole Digger or Driver; Compactor; Tug or Launch (Not Performing Work on the Great Lakes).	32.32	9.15	none	6.75	1.25	17.15	49.47
	5/31/11 Increase to $50.92 ON SUNDAYS AND HOLIDAYS, PAY TWO TIMES THE HOURLY BASIC RATE						
Backfiller, Broom or Sweeper; Environmental Burner,Farm or Industrial Type Tractor	33.24					17.61	50.85
Crusher, Screening or Wash Plant; Air Compressor (400 CFM or Over); Pump (3 inch or over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor,Greaser, Compactor (Self Propelled)	32.32					16.75	49.07
	Add $1.85 on 5/31/11 = $50.92						
Work performed on the Great Lakes including Diver; Wet Tender or Hydraulic Dredge Engineer	35.05					18.08	53.13
Work performed on the Great Lakes including Crane or Backhoe Operator; Mechanic or Welder; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder;70 Ton or Over Tug Operator	37.45					19.45	56.90
	Add $ .50/hour for Friction Crane, Lattice Boom or Crane Certification (CCO) ON SUNDAYS & HOLIDAYS, PAY TWO TIME HOURLY BASIC RATE						
Work performed on the Great Lakes including Deck Equipment Operator or Machineryman (maintains Cranes over 50 tons or Backhoes over 115,000 lbs.); Tug, Launch or Loader, Dozer or like equipment when operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery	33.35					19.33	52.68
	ON SUNDAYS & HOLIDAYS, PAY TWO TIME HOURLY BASIC RATE						
Work performed on the Great Lakes including Deck Equipment Operator; Machineryman or Fireman (operates 4 units or more or maintains Cranes 50 tons or under or Backhoes 115,000 lbs. Or under), Deck Hand, Deck Engineer or Assistant Tug Operator	32.20					18.69	50.89
OPERATORS-**BUILDING CONSTRUCTION** **EXCLUDING *SITE PREPARATION,UTILITY, PAVING & LANDSCAPING WORK***							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/orJib lengths measuring 176 feet or over	38.06	9.15	none	8.10	1.02 A,I,L,S	18.27	56.33
	There will be a wage increase of the higher of $ .50 per 100 ton or per 100 feet of boom (or any portion thereof) for the length of the boom over 200 feet or lifting capacity of the crane over 200 tons to a maximum of 300 tons or 300 feet. Increase to $58.26 on 6/1/11 ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Crane Operators with CCO certification	38.56	9.15	none	8.10	1.02 A,I,L,S	18.27	56.83
	Increase to $58.76 on 6/1/11 ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton	39.06	9.15	none	8.10	1.02 A.I,L,S	18.27	57.33
	Increase to $58.76 on 6/1/11 ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Cranes over 300 ton OR 300 ft.	Add $ .01/hour per foot OR ton, whichever is greater						
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 or under; Backhoe (Track Type) having a Mfgr.'s rated capacity of 130,000 lbs. or over, Caisson Rig; Pile Driver	37.56	9.15	none	8.10	1.02 A,I,L,S	18.27	55.83

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
	Increase to $57.76 on 6/1/11						
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Crane Operators with CCO certification	38.06	9.15	none	8.10	1.02 A,I,L,S	18.27	56.33
	Increase to $58.26 on 6/1/11						
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Backhoes (excavators) under 130,000 lbs.; self-erecting tower cranes with a lifting capacity of 4,000 lbs and under; skid rigs; dredge operator; mechanic; contrete paver (over 27E); concrete spreader and distributor; forklift; hydro-blaster (10,000 psi and over);Traveling Crane (Bridge Type); Dredge(not performing work on the Great Lakes)	37.06	9.15	none	8.10	1.02 A,I,L,S	18.27	55.33
	6/1/11 Increase to $57.26						
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Crane Operators with CCO certification	37.56	9.15	none	8.10	1.02 A,I,L,S	18.27	55.83
	6/1/11 Increase to $57.76						

OPERATORS - BUILDING CONSTRUCTION
EXCLUDING SITE PREPARATION, UTILITY, PAVING & LANDSCAPING WORKS
CONTINUED

Material hoists; stack hoists; tractor or truck mounted hydraulic backhoe; tractor or truck mounted hydraulic crane (5 tons or under); hoist (tuggers, 5 ton and over); hydro-excavators;daylighters; concrete pumps; Rotec type conveyors; tractor (over 40 H.p.); bulldozer; endloader, scraper operator; sideboom; straddle carrier; welder; bituminous plant and paver operator; roller (over 5 tons); rail leveling, machine (railroad); tie placer; tie extractor; tie tamper; stone leveler; rotary drill operator and blaster; percussion drill operator; air track drill and/or hammers; trencher (wheel type or chain type having over 8-inch bucket); milling machine,post hole digger,Concrete breaker, tamper,Gradall, Concrete Paver;Boring Machine	36.47					18.10	54.57
	Add $2.00 on 6/1/11 - $56.57						
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Backfiller; concrete auto breaker (large), concrete finishing machines(road type); roller(rubber-tired);concrete batch hopper; Concrete conveyor systems; grout pumps; concrete mixers (14S or over); screw type pumps and gypsum pumps; tractor; trencher (chain type having bucket 8-inch and under); industrial locomotives; rollers (under 5 tons); timber shear; processor; timber equipment; firemen (pile drivers and derricks); robotic tool carrier with or without attachments	29.82					17.96	47.78
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Farm or Industrial Type Tractor; Greaser, Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 tons or under); Broom or Sweeper; Hoist (Tugger); Environmental Burner; Crusher, Screening or Wash Plant; Air, Electric or Huydraulic Jacking System; Air Compressor (400 CFM or over);Generator (150KW or over); Pump (3 inch or over) or Well Points; refrigeration Plant or Freeze Machine; Skid Steer Loader (with or without attachments); Stump Chipper; Mulcher; VIbratory Hammer or Extractor; Robotic Tool Carrier (with or without attachments),Oiler, Forklift	29.44	9.15	none	8.10	1.02 A,I,L,S	18.27	47.71
	6/1/11 Increase to $49.54						
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Gas or Utility Pipeline, except Sewer & Water (Primary Equipment)	34.89					19.68	54.57
Gas or Utility Pipeline, except Sewer & Water (Secondary Equipment)	30.21					16.85	47.06
	Add $1.60 on 6/1/11 - $48.66						
Fiber Optic Cable Equipment	24.39					15.45	39.84
	Add $1.75 on 2/1/11 = $41.59						

OPERATORS -**SEWER,WATER,SHAFT & TUNNEL**

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 176 feet or over;Backhoe (Track Type) 130,000 or over	33.59	9.15	none	7.75	1.09 A,I,L,S	17.99	51.58
	Increase to $53.24 6/6/11; $55.29 on 6/4/12 Add $ .25/hour for operating Tower Crane ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 feet or under; Backhoe (Track type) having a Mfgr.'s rated capacity of under 130,000 lbs. or over; Traveling Crane (Bridge type); Caisson Rig; Pile Driver; Dredge operator (not performing work on the Great Lakes),Skid RIgs,Concrete Paver Concrete Spreader, Concrete Pumps,Concrete Conveyor (Rotec), Boring Machines	32.81	9.15	none	7.75	1.09 A,I,L,S	17.99	50.80
	Increase to $52.46 on 6/6/11; $54.51 on 6/4/12 Add $ .25/hour for operating Tower Crane ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Truck Mounted Hydraulic Crane (10 tons or under); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Grout Pump, or Concrete Conveyor (Bidwell type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer, Curb and Gutter Machine; Roller (over 5 ton); Shouldering Machine; Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	31.86	9.15	none	7.75	1.09 A,I,L,S	17.99	49.85
	Increase to $51.51 on 6/6/11; $53.56 on 6/4/12 Add $ .25/hour for operating Tower Crane ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Farm or Industrial Type Tractor; Compactor (self-propelled); Concrete Saw (Vermeer type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 ton or under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	30.81					17.75	48.56
	Add $1.90 on 6/6/11 = $50.46; $2.05 on 6/4/12 = $52.51 Add $ .25/hour for operating Tower Crane ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or over); Generator (150kw or over); Pump (3 inch or over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (with or without attachments); Robotic Tool Carrier (with or without attachments); Stump Chipper; Mulcher; Vibratory Hammer or Extractor;Oiler; Forklift, High Pressure Utility Locating Machine(daylighting machine),Greaser	29.41					17.75	47.16
	Add $1.90 on 6/6/11 = $49.06; $2.05 on 6/4/12 = $51.11 Add $ .25/hour for operating Tower Crane ON SUNDAYS & HOLDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Work performed on the Great Lakes including Diver; Wet Tender or Hydraulic Dredge Engineer	37.70	9.00	none	7.65	1.05	17.70	55.40
Work performed on the Great Lakes including Crane or Backhoe Operator; Mechanic or Welder; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender	36.20	9.00	none	7.65	1.05	17.70	53.90
Work performed on the Great Lakes including Deck Equipment Operator or Machineryman (maintains Cranes over 50 tons or Backhoes over 115,000 lbs); Tug, Launch or Loader, Dozer or like equipment when operated on a Barge, Breakwater Wall, Slip, Dock or Scow	32.20					18.69	50.89
Work performed on the Great Lakes including Deck Equipment Operator; Machineryman or Fireman (operates 4 units or more or maintains Cranes 50 tons or under or Backhoes 115,000 lbs. or under), Deck Hand, Deck Engineer, or Assistant Tug Operator	32.20					18.69	50.89

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
OPERATORS - **LOCAL STREET OR MISCELLANEOUS PAVING** ***CONCRETE*** *PAVEMENT OR BRIDGE WORK ONLY*							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib Lengths measuring 176 feet or over	33.07	9.15	none	8.10	.93 A,L	18.18	51.25
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 feet or under;Backhoe (Track type) having a Mfgr.rated capacity of 130,000 lbs. or over;Caisson Rig; Pile Driver;Dredge (not performing work on the Great Lakes)	32.57	9.15	none	8.10	.93 A,L	18.18	50.75
	Increase to $52.62 on 6/1/11; Increase to $54.62 on 6/1/12; $56.62 on 6/1/13;$58.37 on 6/1/14 Premium Pay: For State Highway Construction type project,add $1.50/hour for work on projects involving temporary traffic control setup, for lane & shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Backhoe (Track Type) having a Mfgr.'s rated capacity of under 130,000 lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer Curb and Gutter Machine; Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Trencher; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes), Concrete Bump Cutter or Grooving Machine	32.07	9.15	none	8.10	.93 A,L	18.18	50.25
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Tining or Curing Machine; Environmental Burner, Mulcher, Concrete Spreader	31.81	9.15	none	8.10	.93 A,L	18.18	49.99
	5/31/11 Increase to $50.92 ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 inch or over) or Well Points; Forklift; Skid Steer Loader (with or without attachments); Skid Rig; Stump Chipper; Vibratory Hammer or Extractor; Oiler	31.52	9.15	none	8.10	.93 A,L	18.18	49.70
	ON SUNDAYS AND HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE.						
Fiber Optic Cable Equipment	22.79					15.30	38.09
Work performed on the Great Lakes including Diver, Wet Tender, or Hydraulic Dredge Engineer	35.05					18.08	53.13
Work performed on the Great Lakes including Crane or Backhoe Operator, Mechanic or Welder, Assistant Hydraulic Dredge Engineer, Hydraulic Dredge Leverman or Diver's Tender	35.05					18.08	53.13
Work performed on the Great Lakes including Deck Equipment Operator or Machineryman (maintains Cranes over 50 tons or Backhoes over 115,000 lbs.); Tug, Launch or Loader, Dozer or like equipment when operated on a Barge, Breakwater Wall, Slip, Dock or Scow	32.20					18.69	50.89
Work performed on the Great Lakes including Deck Equipment Operator; Machineryman or Fireman (operates 4 units or more and maintains Cranes 50 tons or under or Backhoes 115,000 lbs. Or under) or Assistant Tug Operator	32.20					18.69	50.89
OPERATORS - ***ASPHALT*** *PAVEMENT OR OTHER WORK*							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 176 feet or over	33.07	9.15	none	8.10	.93 A,L	18.18	51.25

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 or under; Backhoe (Track Type) having a Mfgr.'s rated capacity of 130,000 lbs. or over; Caisson Rig; Pile Driver; Dredge (not performing work on the Great Lakes)	32.57	9.15	none	8.10	.93 A,L	18.18	50.75
Backhoe (Track Type) having a Mfgr.'s rated capacity of under 130,000 lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper (Self Propelled or Tractor Drawn) 5 cu yards or more capacity; Concrete Breaker (Manual or Remote); Power Subgrader; Concrete Grinder or Planing Machine; Concrete Slipform Placer; Curb and Gutter Machine; Asphalt Plant; Asphalt Paver; Asphalt Screed; Asphalt Milling Machine; Roller (over 5 ton); Shouldering Machine; Trencher; Post Hole Digger or Driver	32.07	9.15	none	8.10	.93 A,L	18.18	50.25
	Increase to $51.22 on 6/1/11						
	Increase to $53.22 on 6/1/12; $55.22 on 6/1/13;$56.97 on 6/1/14						
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Farm or Industrial Type Tractor; Greaser; Compactor (self-propelled); Roller (5 ton or under); Broom or Sweeper; Environmental Burner	31.81	9.15	none	8.10	.93 A,L	18.18	49.99
	Increase $51.22 on 6/1/11						
	Increase to $53.22 on 6/1/12; $55.22 on 6/1/13;$56.97 on 6/1/14						
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 inch or over) or Well Points; Forklift; Skid Steer Loader (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor; Oiler	31.52	9.15	none	8.10	.93 A,L	18.18	49.70
	Increase to $51.22 on 6/1/11						
	Increase to $53.22 on 6/1/12; $55.22 on 6/1/13						
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Fiber Optic Cable Equipment	22.79					15.30	38.09
OVERHEAD DOOR INSTALLER	25.04					13.01	38.05
PAINTERS:							
Bridges, Iron	28.82	8.65	none	7.45	.69 I,A	16.79	45.61
	Increase to $47.66 on 6/1/11; $49.86 on 6/1/12						
Buildings	28.47	8.65	none	7.45	.69 I,A	16.79	45.26
	Increase to $47.31 on 6/1/11; $49.51 on 6/1/12						
Drywall	28.82	8.65	none	7.45	.69 I,A	16.79	45.61
	Increase to $47.66 on 6/1/11; $49.86 on 6/1/12						
Paperhanging	28.67	8.65	none	7.45	.69 I,A	16.79	45.46
	Increase to $47.51 on 6/1/11; $49.71 on 6/1/12						
Paving Construction	27.82					15.39	43.21
Sandblasting & Spraying	29.22	8.65	none	7.45	.69 I,A	16.79	46.01
	Increase to $48.06 on 6/1/11; $50.26 on 6/1/12						
	ALL Painter Classifications: Add $ .60 for EIFS work and $1.00 for Lead Based Paint Removal						
	All night work is $1.25/hour above basic wage rate						
PAINTER FOREMAN (Buildings)	29.22	8.65	none	7.45	.69 I,A	16.79	46.01
	All night work is $1.25 /hour above basic wage rate						
PAVEMENT MARKING OPERATOR - Buildings,Sewer,Water	25.65					13.10	38.75
PAVEMENT MARKING OPERATOR - Paving	23.46					9.45	32.91
PILEDRIVER - BUILDINGS	26.05	9.56	2.06	8.84	5.56 A,M,T	26.02	52.07
	6/6/11 Increase to $54.52						
PILEDRIVER-LOFTSMAN	26.70	9.56	2.06	8.84	5.56 A,M,T	26.02	52.72
	6/6/11 Increase to $55.17						
PILEDRIVER-SHEET PILING LOFTSMAN	26.80	9.56	2.06	8.84	5.56 A,M,T	26.02	52.82
	6/6/11 Increase to $55.27						
PILEDRIVER - PAVING	28.11					21.16	49.27
PILEDRIVER - SEWER, WATER, TUNNEL	28.11					23.76	51.87
PILEDRIVER FOREMAN	28.86	9.56	2.06	8.84	5.56 A,M,T	26.02	54.88
PIPELAYER (Sewer,Water,Tunnel)	29.11	7.65	1.85	7.05	.43 A,I	16.98	46.09
PIPELAYER (Tunnel)(in compressed air 0-15)	30.23	7.65	1.85	7.05	.43 A,I	16.98	47.21
	Over 15-30 lbs. - add $2.00; Over 30 lbs. - Add $3.00 hour						
PIPELINE FUSER OR WELDER (Gas or Utility)	29.85					17.34	47.19
PLASTERER	30.36	7.65	none	8.93	.49 A	17.07	47.43
	Increase to $49.74 on 5/30/11						
	Swing Stage work add additional $.40/hour						
PLASTERER FOREMAN	33.40	7.65	none	8.93	.49 A	17.07	50.47

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
PLASTERER LABORER-Buildings	25.13	7.65	1.85	7.05	.40 I,T	16.95	42.08
PLASTERER LABORER FOREMAN	26.91	7.65	1.85	7.05	.40 I,T	16.95	43.86
PLUMBER (Buildings)	37.42	8.05	none	8.05	2.22 E,I	18.32	55.74
PLUMBER (Sewer,Water,Tunnel)	34.45					15.50	49.95
PLUMBER FOREMAN/GENERAL FOREMAN	41.91	8.05	none	8.05	2.22 E,I	18.32	60.23
POWER BUGGY OPERATOR - LABORER	24.32					12.01	36.33
PUMP INSTALLER (BUILDINGS)	24.22					14.80	39.02
PUMP INSTALLER (SEWER,WATER,TUNNEL)	23.52					13.90	37.42
RAILROAD TRACK LABORER-BUILDINGS,PAVING,SEWER,WATER	12.50					3.96	16.46
REFRIGERATION MECHANIC	37.21	9.45	none	8.68	1.20 I,T	19.33	56.54
REFRIGERATION FOREMAN	40.93	9.45	none	8.68	1.20 I,T	19.33	60.26
REFRIGERATION GENERAL FOREMAN	42.79	9.45	none	8.68	1.20 I,T	19.33	62.12
ROOFER (BUILDINGS) *	28.85	6.90	none	7.42	.28 T	14.60	*43.45
	***All Roofers MUST be paid the Total Wage Rate Amount FOR ALL hours worked**						
ROOFER (PAVING) *	28.85					13.60	*42.45
ROOFER FOREMAN *	29.85	6.90	none	7.42	.28 T	14.60	*44.45
SEWER, WATER, TUNNEL FOREMAN	31.84	7.65	1.85	7.05	.43 A, I	16.98	48.82
SEWER & WATER TUNNEL FOREMAN-Compressed Air	32.97	7.65	1.85	7.05	.43 A,I	16.98	49.95
SHEET METAL WORKER	37.20	6.60	none	9.08	1.02 I,T	16.70	53.90
SHEET METAL FOREMAN	40.40	6.60	none	9.08	1.02 I,T	16.70	57.10
SHEET METAL GENERAL FOREMAN	41.90	6.60	none	9.08	1.02 I,T	16.70	58.60
SIDING INSTALLER	36.60					15.48	52.08
SPRINKLER FITTER	33.70	7.40	3.12	10.78	.85 E,I,T	22.15	55.85
SPRINKLER FITTER FOREMAN	36.65	7.40	3.12	10.78	.85 E,I,T	22.15	58.80
STEAMFITTER (Buildings)	37.21	9.45	none	8.68	1.20 A,I,T	19.33	56.54
STEAMFITTER (Sewer,Water,Tunnel)	31.65					15.04	46.69
STEAMFITTER FOREMAN	40.93	9.45	none	8.68	1.20 A,I,T	19.33	60.26
STEAMFITTER GENERAL FOREMAN	42.79	9.45	none	8.68	1.20 A,I,T	19.33	62.12
STONE MASON-BUILDINGS	35.53					15.92	51.45
	Add $1.95 on 6/6/11 = $53.40						
STONE MASON-PAVING,SEWER,WATER	34.58					14.92	49.50
STONE MASON FOREMAN	30.56	4.00		3.50	.61 A,I	8.11	38.67
STONE MASON FOREMAN ON SWING STAGE	31.31	4.00		3.50	.61 A,I	8.11	39.42
TAPER - See DRYWALL TAPER							
TELEDATA INSTALLER (Buildings)	24.65					15.17	39.82
TELEDATA INSTALLER (Paving,Sewer,Water,Tunnel)	24.09					14.48	38.57
TELEDATA TECHNICIAN	24.65	7.70	2.47	3.15	1.40 A,E,I; .70Annuity	15.42	40.07
TEMPERATURE CONTROL INSTALLER	35.81					16.98	52.79
TERRAZZO FINISHER	29.40					14.31	43.71
TERAZZO MECHANIC	29.40					14.31	43.71
TERAZZO FOREMAN (more than 3 journeymen)	32.95	7.10	none	8.16	.66	15.92	48.87
TILE FINISHER	15.05					9.43	24.48
TILE SETTER/LAYER	28.48	7.10	none	8.16	2.25 A,E	17.51	45.99
TILE SETTER/LAYER FOREMAN	30.48	7.10	none	8.16	2.25A,E	17.51	47.99
TOPMAN (Sewer & Water)	24.80	7.65	1.85	7.05	.43 A,I	16.98	41.78
TRUCK DRIVERS - **Building Construction**							
Single	26.87	8.80	3.16	7.30		19.26	46.13
Two Axle	21.42					5.62	27.04
Three or More Axle	26.62					17.81	44.43
Articulated, Euclid, Dumptor or Off Road Material Hauler	32.32					16.75	49.07
	Add $1.85 on 5/31/11 = $50.92						
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
TRUCK DRIVERS - **Sewer,Water,Tunnel**							
Single, Two Axle	21.42					5.62	27.04
Tandem/Tri Axle	25.22	10.00	3.33	6.45	.12	19.90	45.12
Quad/Semi Trailer Truck	25.11	10.00	3.33	6.45	.12	19.90	45.01
Articulated, Euclid, Dumptor or Off Road Material Hauler	31.89					17.96	49.85
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
TRUCK DRIVERS - **Paving**							
Single, Two, Three or More Axle	26.87	8.80	3.16	7.30		19.26	46.13
Articulated, Euclid, Dumptor or Off Road Material Hauler	31.89					17.96	49.85
	ON SUNDAYS & HOLIDAYS, PAY TWO TIMES HOURLY BASIC RATE						
Pavement Marking Vehicle (Buildings, Paving, Sewer, Water, Tunnel)	20.85					11.02	31.87
Shadow or Pilot Vehicle	21.42					5.62	27.04
Truck Mechanic (Buildings)	26.62					17.81	44.43
Truck Mechanic (Paving)	13.00					13.60	26.60

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
Truck Mechanic (Sewer,Water,Tunnel)	17.03					12.89	29.92
TUCKPOINTER,CAULKER,CLEANER (Buildings,Shaft,Tunnel)	32.73	7.50	none	7.24	3.05 A	17.79	50.52
Increase to $51.72 on 6/6/11							
TUCKPOINTER, CAULKER,CLEANER (Paving,Sewer,Water)	33.35					14.47	47.82
TUCKPOINTER, CAULKER, CLEANER FOREMAN	33.48	7.50	none	7.24	3.05 A	17.79	51.27
Add $.75 for Swing Stage - Buildings, Shaft, Tunnel & Foreman							
UNDERWATER DIVER (EXCEPT ON GREAT LAKES) (Buildings, Paving, Sewer, Water, Tunnel)	32.31					14.91	47.22
UTILITY OR GAS PIPELINE LABORER (other than Sewer & Water)	18.74					14.93	33.67
6/1/11 Add $1.00 = $34.67							
WATERPROOFER-BUILDINGS *	28.85					14.60	43.45
WATERPROOFER-PAVING *	28.85					13.60	42.45
	***All Waterproofers/Roofers MUST be paid the Total Wage Rate Amount FOR ALL hours worked**						
WELDER, Certified (Laborer-Buildings)	27.39					15.01	42.40
6/1/11 Add $2.25 = $44.65							
WELLDRILLER, PUMP INSTALLER (Buildings,Sewer,Water,Tunnel)	24.22					14.80	39.02
6/1/11 Add $1.60 = $40.62							
ON SUNDAYS AND HOLIDAYS, PAY TWO TIMES THE HOURLY BASIC RATE							

FUND CODES:

A - APPRENTICESHIP FUND
B - EMPLOYEE SAVINGS FUND
C - CONTRACTOR FUND OR COOPERATION FUND
D - DEVELOPMENT FUND
E - EDUCATION TRUST FUND
H - HOLIDAYS
I - INDUSTRY ADVANCEMENT PROGRAM FUND
L - LABOR MANAGEMENT FUND
M - MUIAR FUND
S - SKILL IMPROVEMENT FUND
T - TRAINING FUND
W - WORK PRESERVATION

INVITATION, INSTRUCTIONS, TERMS AND CONDITIONS

FOR FORMAL BID & CONTRACT

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact Scott Stange, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202 Phone: (414) 286-5727, E-Mail:sstang@milwaukee.gov

IMPORTANT!!!!!!

YOUR BID MUST MEET THE PLANS AND/OR SPECIFICATIONS SET FORTH. BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED. YOUR BID MUST BE SIGNED BY A PERSON (OR PERSONS) AUTHORIZED TO LEGALLY BIND YOUR FIRM TO THE CONTRACT YOUR BID MAY BECOME, OR IT WILL NOT BE CONSIDERED. THE CONTRACTOR'S SECTION OF THE BID SIGNATURE PAGE (LAST PAGE OF BID) MUST BE FULLY COMPLETED AND WITNESSED IN ORDER FOR YOUR BID TO BE CONSIDERED. BID BOND, IF REQUIRED, MUST BE SUBMITTED WITH YOUR BID.

THE COMMISSIONER OF DCD SHALL HAVE FINAL AWARD AUTHORITY FOR ALL CONTRACTS VALUED OVER $30,000.

IF THE ACTUAL COST OF A CONTRACT IS $30,000 OR LESS AFTER THE BIDS HAVE BEEN OPENED, AWARD SHALL BE MADE BY THE COMMISSIONER OF DCD AND WILL NOT REQUIRE A FORMAL CONTRACT. A PURCHASE ORDER OR VENDOR CONTRACT WILL BE ISSUED.

Any special conditions in the Invitation to Bid shall take precedence over any conflicting provisions stated elsewhere in these terms and conditions.

- **SPECIFICATION APPEALS: Specifications that contain a term, condition, or provision that prevents one from bidding or are restrictive relative to the market and/or the service requirements of the City, can be appealed by filing a written appeal with the City of Milwaukee Purchasing Director at least five (5) business days prior to bid closing. EFFECTIVE AUGUST 8, 2001 THE FEE REQUIRED FOR A VENDOR TO APPEAL THE BID SPECIFICATIONS (PURSUANT TO s. 16-05 OF THE CHARTER AND s. 310-19 OF THE CODE), SHALL BE 1% OF THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT. IF YOUR APPEAL IS UPHELD, THE APPEAL FEE SHALL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. PLEASE CONTACT THE APPROPRIATE PURCHASING AGENT FOR INSTRUCTIONS.**

- **BID FINDING APPEALS: All bidders will be notified, in writing, of the City's findings with regard to determining the low bidder or bidders in response to this invitation. EFFECTIVE AUGUST 8, 2001, THE FEE REQUIRED TO APPEAL RECOMMENDATIONS OF AWARDS (PURSUANT TO s 16-05 OF THE CHARTER AND s 310-19 OF THE CODE), SHALL BE 1% OF THE DOLLAR VALUE OF THE RECOMMENDED AWARD. IF YOUR APPEAL IS UPHELD, YOUR APPEAL FEE WILL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. IF YOU WISH TO APPEAL THE CITY'S FINDINGS, FOLLOW THE INSTRUCTIONS PROVIDED WITH THE NOTICE OF FINDINGS LETTER.**

- **BID BONDS, PERFORMANCE BONDS, INSURANCE:**
  - BID BONDS: a bid bond in the amount not less than ten percent (10%) of the bid must be approved by the Office of the City Attorney as to its form and execution prior to its submittal. All bid base s will expire at the time that the successful bidder is awarded a contract with the City.
  - PERFORMANCE BONDS: If required, a performance bond in the amount specified in the Bid, is to be provided by the successful bidder to the Department of City Development (DCD), Procurement Services Section, within ten (10) calendar days after receipt of the contract. Failure to do so can make the contract voidable at the City's discretion. Performance bonds must be approved by the Office of the City Attorney prior to the commencement of any work.
  - INSURANCE: If applicable, an insurance certificate, which meets the City's requirements, shall be provided to the DCD, Procurement Services Section with the bid or as stated in the bid/specifications. Failure to do so can make the contract voidable at the City's discretion. Said insurance certificate must be approved by the Office of the City Attorney prior to the commencement of any work.
  - The bid bond, the performance bond, and the insurance certificate must be issued by companies licensed to do business in the State of Wisconsin, or signed by an agent licensed by the State of Wisconsin. The City of Milwaukee will be named as an additional insured with respect to liability coverage.
  - The bid bond, performance bond, and insurance certificate must be accompanied by an affidavit setting forth that: No City official or City employee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale, furnishing of the bid bond, performance bond or insurance certificate. Said affidavit must be signed by the same agent who signs the bid bond, performance bond or insurance certificate.
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- **BID DEPOSITS**: If required, your deposit in the amount not less than ten percent (10%) must be submitted in your bid envelope with your bid. Your deposit must be in the form of a cashier's or teller's check, certified check, or money order only. All bid deposits will be held by the City Treasurer until the time that the successful bidder is awarded a contract with the City. At that time, all bid deposits will be returned to all bidders.
- **SAFETY REQUIREMENTS**: All material, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Administration Code and all applicable OSHA Standards.
- **DELIVERY F.O.B. DESTINATION**: All bid prices must include delivery F.O.B. Destination to the address as indicated at time of order placement
- **TAXES TO BE EXCLUDED FROM PRICE**: All bids must be submitted without the inclusion of Federal excise and Wisconsin sales taxes as the City is exempt therefrom.
- **SIGNATURE REQUIREMENT AND FACSIMILE BIDS**:
  - BIDS MUST BE SIGNED: This bid must be manually signed by the bidder or contain his/her name in such a manner that the bid can be identified as being his/her bid. All attachments, additional pages, addenda, or explanations supplied by the bidder with this bid will be considered as part of the bid. However, they may be rejected as counteroffers when in conflict with the terms and conditions stated herein
- **PACKAGING**: Materials shall be clearly labeled and packaged in accordance with Federal and Wisconsin requirements, and as specified in the terms and conditions of the invitation to bid.
- **SUBSTITUTIONS AND EQUIVALENTS**: Substitutions or equivalents of specified items may be permitted at the sole discretion of the Commissioner of DCD. If bidding other than the specified product, make and model number, descriptive literature must be submitted with the bid. Failure to do so may be cause for rejection. Factors considered when evaluating the acceptance of a substitution or equivalent include, but are not limited to considerations such as size, color, compatibility, performance capability, and/or warranty.

- **RIGHT TO REJECT**: The Commissioner of DCD reserves the right to reject any and/or all bids.
- **RIGHT TO ACCEPT ALL OR PART OF BID**: The Commissioner of DCD reserves the right to accept all or part of any bid.
- **WITHDRAWAL OF BIDS**: Bids may be withdrawn only in total, and only by a written request addressed to the Commissioner of DCD prior to the award of the contract. The Commissioner of DCD has sole discretion to grant this request for a bid withdrawal and only in the case of an error that will result in a significant financial hardship. Partial bid withdrawal is not acceptable.
- **AMENDMENT OF BIDS**:
  - By City: Bids may be amended by the Commissioner of DCD in response to need for further clarification, specification changes, new opening dates, etc.
  - By Bidder: Bids may only be amended once received by the DCD, Procurement Services Section by submitting a later dated bid that specifically states that it is amending an earlier bid. No bid may be amended after bid closing. Any amended bid that conflicts with the terms and conditions stated herein will be considered a counteroffer and may be rejected.
  - Upon Request of Bidder: If any of the terms and conditions prevent you from bidding, consideration will be given, if possible, to a bidder's request for a change. This request must be submitted to the DCD, Procurement Services Section in writing five (5) business days prior to bid closing. If granted, it will require sending an addendum to all prospective bidders.
- **COUNTEROFFERS**: Counteroffers, changes to any terms, conditions, specifications or plans stated herein made without the approval from the DCD, Procurement Services Section may result in bid rejection.
- **TIE BIDS**: In the event of tie bids, the award will be made in accordance with the provisions set forth in the rules and procedures of the Department of Administration, Procurement Services Section, which are incorporated and made part of this contract by this reference.
- **OFFER AND ACCEPTANCE**: The proper submission of this form by the bidder, will be considered as the bidder's offer to enter into a contract in accordance with the provisions herein set forth. All bids shall remain open for sixty (60) calendar days from the date of bid closing, unless otherwise specified of the bid. If your bid is accepted and a contract is issued, then this bid will constitute the entire contract between the City and your firm and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this bid shall be deemed to exist or bind any of the parties hereto. Acceptance will take place only upon award by the Commissioner of DCD , execution of this document by the proper City officials, and delivery of the fully executed contract to the successful bidder.
- **APPLICABLE LAW**: Except as provided herein, Wisconsin will be the forum for all disputes.
- **ASSIGNMENT OR SUBCONTRACT**: This contract may not be assigned by the successful bidder without the written consent of the Commissioner of DCD. All subcontractors must also be approved by the Commissioner of DCD.
- **CONTRACT CONTINGENT UPON FUNDING**: The failure of the Common Council of the City of Milwaukee to appropriate funds for the performance of the contract shall void the contract.
- **RIGHT TO ORDER WITHIN 10%**: The Commissioner of DCD reserves the right to order within ten percent (10%) more or less of the quantities specified in the contract.
- **PURCHASE ORDER(S)**: No shipments shall be made under the contract until a purchase order or vendor contract has been received unless otherwise agreed to by the Commissioner of DCD. Note: A purchase order is not issued for a vendor contract (formerly known as a blanket contract).
- **NONDISCRIMINATION**: The successful bidder will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these categories as provided by Section 109-9 of the Milwaukee Code of Ordinances. This provision must be included in all subcontracts. Contractor agrees that they will

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

- **AMENDMENTS TO CONTRACT**: The contract can only be modified by a written amendment issued by the DCD, Procurement Services Section and signed by both parties. Amendments other than described above, will not be recognized by the City.
- **INDEMNIFICATION**: The successful bidder will indemnify and hold harmless the City against all damages, losses, liabilities, judgments, costs and expenses arising out of the successful bidder's performance or failure to perform under the contract.
- **DEFENSE OF SUITS**: Contractor will save and indemnify and keep harmless, the City of Milwaukee against all liabilities, judgment costs and expenses which may be claimed against the City in consequence of the granting of this contract.
- **WAIVER**: One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent, similar act by such party.
- **SANCTIONS**: If any document submitted by a contractor requesting certification as an Emerging Business Enterprise for the purpose of participating in any City contract contains false, misleading or misrepresenting information, the City may direct the imposition of any of the following sanctions on the contractor:
  - Withholding of payment
  - Termination, suspension or cancellation of the contract in whole or in part.
  - Denial to participate in any further contracts awarded by the City.
- **TAXPAYER IDENTIFICATION NUMBER**: The contractor must provide accurate information related to its taxpayer identification number. If incorrect information is provided and the contractor fails to adequately and timely respond to the City's efforts to obtain corrected information, the City may impose a fee equal to the City's added costs for meeting backup withholding requirements. This sum may be deducted from payments owed the contractor pursuant to this or other contracts, or may be billed separately. Failure to cooperate with the City in this regard, or failure to pay a fee imposed under this provision, could result in the contractor being barred from participating in future City contracts.

- **GOVERNMENT PRICING**: Vendors may bid lower than U.S. Government contract prices. The City is exempt from the Robinson Patman Act. Quotation must conform to government regulations on prices and wages.

- **DELAYS IN DELIVERY**: Delays in delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed, by the Commissioner of DCD, to be clearly and unequivocally beyond the contractor's control, will be recognized by the City. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's filing with the Commissioner of DCD, just and true statements requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the City, justify such action under the provisions of this section by the Commissioner of DCD. The request must be filed with the Commissioner of DCD no later than SEVEN (7) CALENDAR DAYS PRIOR TO THE ACTUAL DELIVERY DATE. Failure to file this request for delivery extension shall render the contractor liable for the difference between the "open market" and the contract price, and other costs, as applicable, under the Uniform Commercial Code.
- **MATERIAL SAFETY DATA SHEETS**: When applicable, vendors shall supply the City with a MATERIAL SAFETY DATA SHEET for any hazardous material purchased. In addition, the vendor shall supply any material related to the safe use of this material and hazards associated with its use, including but not limited to the installation procedures and personnel protective equipment requirements. All hazardous components shall be identified.

ALL DATA SHEETS MUST HAVE THE CORRESPONDING CITY PURCHASE ORDER NUMBER OR CONTRACT NUMBER CLEARLY PRINTED ON THE FIRST PAGE. Sheets must be sent to the Commissioner of DCD prior to the shipment of the material. NO PAYMENTS WILL BE MADE UNTIL THE MATERIAL SAFETY DATA SHEETS ARE RECEIVED.

- **EXTENSIONS**: Agreements shall run for the period indicated. Option of extension, if mutually agreeable to both the City and the contractor, shall be in writing and exercised within sixty (60) days of the contract expiration date.

- **PAYMENT FOR CONTRACT PERFORMANCE**: Upon the complete performance of this contract by the contractor and after the acceptance of said performance by the Commissioner of DCD , the City shall pay to the contractor any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment.
- **CONTRACT DEFAULT**: If the Contractor shall fail to fully and completely perform the contract within the time designated for the performance thereof, the contractor shall pay the City, liquidated damages for such default, any amount of any deposit or bond required by the bid. Failure to require such amounts, deposits, or bonds shall not limit the remedies otherwise available to the City of Milwaukee.
- **INTEREST IN CONTRACT**: No officer, employee or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.
- **EMPLOYMENT DISCRIMINATION PROHIBITED**: Contractor shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status. Contractor must include a similar policy for all of its subcontractors.
- **BID**: The bidder, by the properly executed signatures as required on the last page of the bid, hereby proposes to furnish the supplies, equipment, work, material, labor, or services described on the bid, in accordance with the Invitation, Instructions, Terms and Conditions for Formal Bid and Contract form and specifications, plans, special conditions, terms and conditions stated herein, and if the bid is accepted, the bidder agrees that all provisions set forth herein will become binding as a contract upon the fulfillment of all conditions precedent set forth herein.
- **GUARANTEED DELIVERY**: Failure by the contractor to adhere to the delivery schedule as specified, or to promptly replace rejected or defective materials, shall render the contractor liable for the difference between the "open market" and the contract price, and/or other costs as applicable under the Uniform Commercial Code.
- **WHEN APPLICABLE, THE CITY RESERVES THE RIGHT TO AWARD WITH OR WITHOUT THE TRADE-IN, WHICHEVER IS IN THE BEST INTEREST TO THE CITY**
- **FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION:** The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- **OTHER PROVISIONS:** Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.
- **FAIR TRADE PROVISION:** If this bid relates to the purchase of food or beverages, the contractor is urged to make Fair Trade products available in accordance with Common Council Resolution Number 070280 declaring the City of Milwaukee a Fair Trade City, effective July 18, 2007.

- **SUBCONTRACTOR PAYMENT:** If this bid has subcontractor requirements, prime contractor must pay subcontractor(s) within seven working days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor/vendor fails to make timely payment to a subcontractor, the contractor/vendor shall pay simple interest at the rate of one percent (1%) per month, beginning with the 8th calendar day.

Department of Department of City Development
Official Notice #57269

Masonry Services
Improved Neighborhood Properties Housing Infrastructure Preservation Program
Milwaukee, WI

Technical Specifications

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GENERAL SPECIFICATIONS:

I. BACKGROUND

Every year, the City of Milwaukee acquires properties through a foreclosure process because their owners have failed to pay property taxes. Many are in distressed condition when the City acquires them. The City markets these properties to private buyers.

In some cases, the City acquires residential properties that have architectural significance, or are located in historic districts. In order to preserve such properties, the City created the Housing Infrastructure Preservation (HIP) Fund. This fund is to be used to make improvements to historically or architecturally-significant City-owned, tax-foreclosed properties, in order to preserve the properties during the marketing period and reduce the cost of renovations that would otherwise need to be undertaken by a private buyer. The fund will pay for exterior improvements including roofs, foundations, porches and chimneys.

Staff in the Department of City Development (DCD) will identify the properties to receive investment from the HIP Fund.

DCD, is soliciting bids to provide Masonry Services for these properties to include, but not be limited to rebuild chimneys, tuck pointing, repair brick siding, veneer and foundations, cement sidewalks and stairs to ensure that the historical or architecturally-significance of the properties.

II. 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 included under 'Bid Evaluation" in this section.

Bids will not be accepted in any form except on the bid form included with this project manual. The contractor must recognize and abide by the right of the Owner (City of Milwaukee) to accept or reject any or all bids in the best interests of the City.

B. UNIT PRICES:
Each bidder shall provide on the bid proposal the following unit prices that are to be used in arriving at the Base Bid.

The following unit prices will be used for additions or deletions to the work required under the contract.

<u>Unit Price 1:</u>
State the amount per hour labor charge rate for masonry services. This rate shall include 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, Industry Programs, other expenses, and profit.

<u>Unit Price 2:</u>
State the amount per hour overtime labor charge rate for masonry services. This rate shall include 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, Industry Programs, other expenses, and profit

Unit Price 3:
Sate the amount material percent markup

C. BID EVALUATION:

Base bid will be defined by the following Formula

Bids will be evaluated by: multiplying per hour labor charge rate by 80 hours and the per hour overtime labor charge rate by 50 hours and 1.0 plus the material percentage markup by 1500, with the total of these three amounts equaling the Base Bid. Contract award will be based on calculated BASE BID TOTAL based on submitted labor wage rates and estimated hours used in this Formula.

Example of bid evaluation formula for Masonry Services with per hour labor charge rate of $50, per hour overtime labor charge rate of $75 per hour and material mark up of 10%.

REGULAR HOURLY RATE: 50 times 80 = $4,000.00
OT HOURLY RATE: 75 times 5 = $375.00
MATERIAL: 1 plus .10 = 1.10 times 1500 = $1,650.00
BASE BID TOTAL: = $6025.00

Contractor's unit prices will replace underlined numbers only.

D. EXCLUSIVITY OF WORK: There is no guarantee of work and no exclusivity for work. The intent of this contract is for Masonry repairs on an as needed basis. This work does not cover existing warranty work. Work will be on an as required basis and scheduling and volume of work annual will vary.

The City reserves the right based on availability and need to acquire services outside this contract to best meet the need of the City.

Following is a Total Estimated/Anticipated Amounts of Work; $150,000.00

E. AWARD OF WORK: The City reserves the right to award the contract to the **two lowest qualifying bidders.** The lowest bidder will be considered the Primary Contractor and be awarded the contract on the basis of the base bid. The next lowest qualifying bidder will be awarded the contract as Back-up Contractor

The City shall direct work to the Back-up Contractor if the Prime Contractor is unable to meet one or more of the requirements of the contract as follows:

1: Respond and perform repairs or replacement on a timely basis as defined in the contract.
2. Satisfactory completion of work performed.
3. Satisfactory participation by EBE sub-consultants.
4. Unable to negotiate mutually agreed on terms of extension to this annually contract

F. CONTRACT AWARD: The Commissioner of DCD will award the contract on the basis of the Base Bid only.

G. CONTRACT BREAKDOWN: The Unit Prices provided with this bid will be used as a basis for the payment of work completed. The contract amount will be on a not to exceed amount.

Adjustment to the unit prices will be considered at the contracts anniversary date as defined under the 'Request for Escalator' paragraph.

H. CONTRACT EXTENSION:

This contract may be extended for two (2) additional one (1) year periods options to include Masonry Services for years 2011 through 2014 Each extension of the contract is on a one year basis and is subject to the conditions listed below:

1. Satisfactory completion of work performed.
2. Satisfactory response time, meeting requirements of contract
3. Satisfactory participation by EBE sub-consultants.
4. Fees (unit prices) for work under possible extensions may be increased. Any increases shall be mutually agreed to by both parties.

One year extension of this contract may occur annually. Negotiations shall begin 60 days prior to contract anniversary date. Failure to successfully negotiate a single year extension will void contact and any remaining extension.

I. REQUEST FOR ESCALATOR: The Prime Contractor shall provide to the City in writing any request to escalate (de-escalate) any unit costs as defined in this contract 60 days prior to the anniversary date of this contract. Requests for unit price adjustments outside of the 60 day window will not be entertained. Request shall be complete and shall include supporting information for requested change.

Mutually agreed terms must be reached before contract anniversary date. Mutually agreed to terms (unit prices) shall be the basis for payment throughout full year extension. Unit prices not included in request shall be extended, unchanged throughout full year extension period.
The City reserves the right to negotiate similar contract extension with the Back-up Contractor.

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

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

K. CONSTRUCTION START AND COMPLETION DATES: The start and completion dates of the contract are stated in the Specific Official Notice. For each specific masonry project, DCD will provide to the Contractor a project-specific scope, work plan, schedule and cost estimate, based on the fee structure. The approved project-specific work plan, schedule and cost estimate shall be incorporated into the Contract. DCD will issue a written Notice to Proceed to the Contractor to commence work on the project. The project-specific work plan, schedule and cost estimate may be amended as necessary if mutually agreed upon by both parties.

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

M. 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. The City will cooperate by making originals available to the contractor/s printer of choice.

N. 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.

III. GENERAL REQUIREMENTS

A. BID GUARANTEE AND CONTRACT PERFORMANCE BOND:

No bid will be received unless a certified check or bank draft payable to the Department of City Development, or a satisfactory bid bond in the amount not less than ten percent (10%) of the base bid amount, shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the Agreement and a Performance Bond and Payment Bond in the amount of $15,000.00 within ten days after Notice of Award. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding Agents must be licensed in the State of Wisconsin In case the bidder fails to file such contract and bonds within the time set forth, the bid security shall be forfeited to the Redevelopment Authority of the City of Milwaukee as liquidated damages.

B. INSURANCE

1. Before commencing work the Contractor/Vendor shall furnish the Department of City Development (DCD), for review and approval, evidence of the following insurance coverage:

Coverage	Amounts
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI (Bodily Injury) $500,000 per occurrence $1,000,000 aggregate PD (Property Damage) $500,000 per occurrence
Automobile Liability	BI $500,000 per person $1,000,000 per occurrence PD $500,000 per occurrence
Umbrella Liability	$1,000,000.00

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

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

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

5. The certificate holder shall be noted as:

Department of City Development
809 N. Broadway, Attn: Purchasing/Contract Services
Milwaukee, WI 53202

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

1. The rulings, regulations and laws of the following shall be complied with in the completion of this project:

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

2. The City of Milwaukee will provide the general building and occupancy permits.

3. 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.

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

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

D. DCD shall prepare and submit to the Contractor a scope and schedule fixing dates for the work to begin and end. Efforts shall be made to perform all work during normal working hours unless otherwise specifically approved. Each specific project shall be evaluated on a case by case basis. Circumstances may dictate overtime or holiday work. Decision to direct work during non-normal working hours shall be by the DCD staff as assigned by the Commissioner of DCD. Contractor is advised that if the building(s) is occupied, and the contractor is cautioned to make every effort to protect and maintain it in a weathertight manner while executing the masonry work. The contractor will be held liable for any damage caused to the building(s) and ancillary structures, and/or injury to the occupants resulting from the execution of the work or from not exercising proper precautionary protective measures. Any cost of repair/replacement resulting from damages shall be at the contractor's expense.

E. Contractor shall furnish all labor, equipment and all materials as specified herein and/or required to complete the work. All materials shall be new unless otherwise noted. All labor shall be performed by persons qualified with at least 5 years of experience in the Masonry trade, preferably with knowledge and history of completing such work on architecturally significant, historic, and older homes.

F. Submit to Owner all specified certificate of warranty and guarantee of work as part at the final request for payment. All materials and workmanship shall be guaranteed to be free from defect for not less than one (1) year unless otherwise specified for a longer period within the terms of the material manufacturer's warranty for said specified material. This one (1) year guarantee shall be transferrable to any new owner of the property in the event the property is sold within one-year's time of the completion.

G. INSPECTIONS:

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

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

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

H. Liquidated Damages: $50.00 per calendar day. Should the CONTRACTOR fail to complete the work by the completion date of each site specific project within such extra time as may have been allowed for delay by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the specified completion date. The said amount agreed upon is not a penalty but are liquidated damages for the loss to the Owner on account of expense due to the employment of engineers, designers, inspectors, and other employees after the expiration of the time of completion, and if applicable, expenses incurred as a result of the impact of the Contractor on other Contractors under this project or other contracts, and on account of the value of the operation of the works dependent thereon. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor.

I. WORK BY OTHERS:

1. Project roles are defined as follows:

a. OWNER – The City of Milwaukee.

b. OWNER's REPRESENTATIVE– Representative from the Department of City Development, or designated by DCD

c. CONTRACTOR – The successful bidder of this contract.

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

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

2. The CONTRACTOR shall not obstruct or cause delay in progress of work by others on the Property. CONTRACTOR shall coordinate with others performing work at the property regarding access, material staging areas, and work schedules. Work performed by previous contract(s) or by others during the period of this Contract may include.

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

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

J. SUPERVISION OF WORK:

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

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

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

K. PREVAILING WAGE APPLIES: Sum of hourly basic rate plus hourly fringe benefits for Trade or Occupation. Prevailing Wage Rates issued by the State of Wisconsin, Department of Workforce Development is part of this Project Manual

1. Attached is the revised wage document that will apply to this contract.

L. REFERENCES: Contractor shall provide a list of three (3) other projects with contacts which indicates contractor's capability and which the low bidder has successfully, with his/her own personnel and not by or through a subcontractor, maintained/installed in the past five years. In order to qualify, the low bidder must list jobs which are similar in terms of size and type to those which the low bidder proposes to service under this contract

Contractor shall provide same information for EBE subcontractor or other subcontractors as required to meet needs of this contract.

M. INVOICING:

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

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

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

N. WORK NOT INCLUDED: The City reserves the right to contract for other Masonry 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.

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

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

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

R. CONTRACT CANCELLATION:

1. This contract shall be subject to an annual review and evaluation.

2. Should the contractor fail to comply with the requirements set forth in the project manual, the City may terminate the contract with written notice 60 days prior to each anniversary date. The City shall be the sole judge of compliance. Additionally, the City reserves the right to cancel the contract at any time for- convenience with or without cause.

3. Should the contractor fail, or be unable for any reason to make any needed adjustment or repairs required by the specifications, the City reserves the right to have such adjustments or repairs performed by an outside firm. This contract in no way obligates the City to compensate this contactor for the cost of such adjustments or repairs, and the contractor shall not be entitled damages for such services rendered by others

S. MASONRY SERVICES: The Contractor shall provide Masonry labor service for various projects within the City of Milwaukee. The overtime rate will apply to any hours in excess of 40 hours per week or 10 hours a day

T. EQUIPMENT: The Contractor shall make sure that all Masons assigned and approved to work under this contract have a complete set of tools of the trade. These tools shall be brought to the job on a daily basis. The Contractor or assigned Masons shall provide all personal safety equipment required including hard hat, safety glasses, harnesses, goggles, gloves, etc.

TECHNICAL SPECIFICATIONS:

DIVISION 1
GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

PART 1 – GENERAL

1.1 CITY OF MILWAUKEE FUNDED RESIDENTIAL REHABILITATION AND REPAIR PROGRAMS

A. The Housing Infrastructure Preservation Fund ("HIPF")

• The purpose of the Housing Infrastructure Preservation Fund ("HIPF") established under s. 304-31.5 of the Code of Ordinances is to provide a permanent, dedicated funding source to finance City restoration, rehabilitation or mothballing of surplus, City-owned improved residential properties that are not habitable in their current condition and are unlikely to be restored by private purchasers, but are worthy of restoration, rehabilitation or preservation because of such factors as neighborhood context, architectural characteristics or quality, or historic status of the structures or their neighborhoods.

•. All rehabilitation work funded by the CITY under the Housing Infrastructure Preservation program shall adhere to these **Specifications**.

B. PRESUMPTION OF LEAD: For the purposes of these **Specifications,** and unless the building was constructed in 1978 or later, or the building has undergone a Lead-Based Paint Risk Assessment by a properly licensed Lead-based Paint Inspector or Risk Assessor and is certified as being “Lead Free”, the City of Milwaukee assumes that all painted surfaces contain lead-based paint. This presumption is made in lieu of a risk assessment. As a result of this presumption each rehabilitation project shall be conducted in a lead-safe manner as outlined herein.

C. All Sections in these **Specifications** are applicable to all the work listed in the **Scope**. All **Contractors** must abide by the requirements set forth herein. The Conditions of the Contract, the **Scope** of work, plans and drawings (if any), and these Specifications shall apply with equal force and effect to all **Contractors** engaged in this work.

1.2 DEFINITIONS

A. The following terms are used throughout these specifications:

• **Addendum** - An **Addendum** is used to add additional work (labor and/or materials) to the **Scope**.

• **Change Order** - A **Change Order** is used to exchange or modify materials and/or work listed on the **Scope** for other materials or work.

• **Contractor** – **Contractor** is the business entity under contract with the City Of Milwaukee and charged with the responsibility to complete all or part of the work outlined in the **Scope**. The **Contractor** may be a privately owned for-profit construction business.

• **DCD** – Department of City Development

• **Inspector** – When referring to the Housing Infrastructure Preservation Fund ("HIPF") program the term **Inspector** shall mean any City employee with identification or a City of Milwaukee and/or DCD owner’s representative

• **Owner** – The **Owner** of the properties is the City of Milwaukee

• **Owner’s Representative** – Representative from the Department of City Development, or designated by DCD

• **Scope** – The **Scope** is a complete list of work to be preformed on the subject property. The **Scope** is typically developed and approved prior to proceeding with the project. The **Scope** along with the **Specifications** and construction plans (if necessary) constitute a complete set of construction documents.

• **Specifications** – The **Specifications** entitled “Technical Specifications and Performance Standards” are the City of Milwaukee’s rehabilitation construction standards as currently published in January 2006 and as amended from time to time. A copy of these **Specifications** can be obtained from the City of Milwaukee Community Development Grants Administration (CDGA) website (www.city.milwaukee.gov).

• **Sub-contractor** – **Sub-contractor** is a business entity under contract with the **Contractor** to perform work listed on the **Scope**.

1.3 DEPARTMENT OF CITY DEVELOPMENT – SCOPE OF WORK for the HIPF fund

A. The Department of City Development will provide written scopes of work. Each property has a **Scope** of work that includes the following:

- Property address.
- **Inspector**'s name and phone number.
- A detailed list of work items.
- **Inspector**'s signature.

B. Each HIPF job will have a **Scope** that may include a list of general repairs to the property and can include carpentry, painting, roofing, lead abatement or lead hazard reduction, masonry or concrete work. The **Scope** may also include necessary repairs to the building's structure, i.e. bearing walls, support beams or columns, roof and floor structures, foundation repairs that require major masonry or concrete work, and extensive concrete flat work.

- A separate electrical, plumbing, and/or heating **Scope** is written if repairs are necessary to these systems.
- Inspection and oversight – Inspection and oversight of in-progress and completed work is done by the **Inspector**. Inspection, oversight and clearance of work involving the disturbance of painted surfaces and/or lead abatement is provided by the Milwaukee Health Department Childhood Lead Poisoning Prevention Program (MHD-CLPPP).

C. Unless noted otherwise, the subject of all imperative sentences in these specifications and the DCD **Scope** is the **Contractor**.

- R/R shall mean **Remove** old and **Replace** with new.
- F/I shall mean **Furnish** new and **Install** per specifications.
- A/A shall mean **Assorted Areas**.
- U/T shall mean **Up To**.
- SF shall mean **Square Foot**.
- Cu. Ft. shall mean **Cubic Foot**.
- SQ.YD. shall mean **Square Yard**.
- EA shall mean **Each**.
- LF shall Mean **Lineal Foot**.
- HT shall mean **Height**.
- T & G shall mean **Tongue and Groove**.
- Pb-N shall mean **Lead Notification Required**. **Contractor** shall notify the Milwaukee Health Department (MHD) Lead Section prior to starting work on this item. **Contractor** shall use lead safe work methods per Section 01810 Lead Dust Hazards.
- Pb-A shall mean **Lead Abatement**. **Contractor** shall obtain a lead abatement permit from Milwaukee Health Department (MHD) Lead Section two (2) days prior to starting work on this item. **Contractor** shall use lead safe work methods per Section 01810 Lead Dust Hazards.

D. THE CONTRACTOR IS RESPONSIBLE FOR, AND SHALL VERIFY ALL FIELD DIMENSIONS, SIZES, QUANTITIES, SQUARE FOOTAGES, LINEAL FOOTAGES, ETC. BEFORE ORDERING MATERIALS, PRODUCTS OR SUPPLIES. ANY QUANTITIES, SQUARE FOOTAGES, LINEAR FOOTAGES, ETC. LISTED ON THE SCOPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE DEPARTMENT OF CITY DEVELOPMENT NEITHER MAKES NOR IMPLIES ANY GUARANTEE FOR THE ACCURACY OF THESE NUMBERS.

- **Contractor** and **Subcontractor** shall obtain complete data at the site and inspect surfaces that are to receive his work before proceeding with fabricating, assembling, fitting or erecting his work. **Contractor** shall be solely responsible for the accuracy of measurements and laying out his work and shall make good any errors, defects due to faulty measurements taken, information obtained, layout, or failure to report discrepancies.
- Starting of work by the **Contractor** or **Subcontractor** implies his acceptance of the work of others. Removal and replacement of work applied to defective surfaces, in order to correct defects, shall be done at the expense of the **Contractor** who applied work to defective surfaces.

E. Change orders – Addendums:

- All Changes orders and/or addendum work shall be approved by **DCD** in writing. **Contractor** may not authorize any changes or addendums to the **Scope**.
- **Contractor** shall not enter into separate side agreements with anyone else to do additional work outside of the **Scope**, or in exchange for work on the **Scope**.

F. The **Scope** is final. **In no case** shall the **Contractor** agree to, or initiate work on anything that is not listed in the **Scope** without the written approval of the **Inspector**. In emergency situations, or when time

is of the essence, the **Inspector** may give verbal approval to deviate from the **Scope**. All verbal approvals will be put in writing by the **Inspector** when time allows.

1.4 PROJECT REQUIREMENTS

A. Notice to proceed:
- **Contractor** shall not begin work on a project without a written notice to proceed from DCD.
- **Contractor** shall notify DCD/Inspector of intent to start work a minimum of 24 hours before starting work or as outlined in Section 01810 Lead Dust Hazards.
- **Contractor** shall notify the Milwaukee Health Department (MHD) prior to beginning work on any painted or otherwise coated surfaces as outlined in Section 01810 Lead Dust Hazards.

B. Pre-construction conference:
- **Contractor** shall schedule a pre-construction meeting at the job site with the DCD and if necessary the **Inspector**.
- The pre-construction conference is the **Contractor**'s opportunity to ask questions about the **Scope**, **Specifications**, permits required, inspections, etc.

C. Facilities:
- **Contractor** shall have access to the site during normal business hours, 7:00 AM–5:00 PM Monday through Friday. **Contractor** shall not work on weekends or holidays without the approval of **DCD**, the **Inspector** and Milwaukee Health Department Lead Section.
- **Contractor** shall be responsible for providing their own **power source, water source, toilet facilities, and telephone.**

D. Rebuilding/replacing of porches, decks, exterior stairs, and jump porches unless otherwise stated in the **Scope**, shall be constructed to the same size (footprint) as the original.

1.5 CONTRACTING REQUIREMENTS

A. General **Contractors** and **Sub-contractors** shall possess all required licenses prior to accepting and/or entering into any contracts to perform work on City of Milwaukee funded rehabilitation projects.
- General **Contractors** and **Sub-contractors** shall have a current City of Milwaukee Home Improvement Contractors License.
- General **Contractors** and **Sub-contractors** shall have a current State of Wisconsin Dwelling Contractor Financial Responsibility Certification.
- General **Contractors** and **Sub-contractors** performing lead abatement work or work that will disturb painted or otherwise coated surfaces in excess of two (2) square feet shall hold a valid State of Wisconsin Lead (Pb) Company Certification.

B. Trade **Contractors**, i.e. electrical, HVAC, plumbing, etc. shall have the following licenses and/or certifications:
- Electrical contractors shall have a valid State of Wisconsin Master Electrician's license in addition to a City of Milwaukee Electrical Contractor's License. Electrical contractors possessing only a valid City of Milwaukee Master Electrician's license shall be considered in compliance with this requirement.
- Heating, ventilating, and air conditioning (HVAC) contractors shall hold a valid State of Wisconsin HVAC Contractor license.
- Plumbing contractors shall have a valid State of Wisconsin Master Plumber License.

C. **Contractor** shall provide all required proof of insurance prior to excepting or entering into any contracts to perform work on City of Milwaukee funded rehabilitation projects.
- The **Contractor** shall provide additional proof of insurance and/or proof of insurance renewal when any changes to **Contractor**'s insurance coverage occur while the **Contractor** is under contract with the City Milwaukee

D. **Contractor** shall provide **DCD** with a completed and signed IRS W-9 form at time of contract execution.

E. At the time payments are made to the **Contractor**, the **Contractor** shall provide **DCD** with a signed lien waiver or (when contracted work is not fully completed) signed partial lien waiver.

1.6 TIMELINESS

A. Work shall be completed within the time frames specified in the contract.
- When performing work involving disturbance of painted or otherwise coated surfaces, **Contractor** shall safely expedite the work in strict accordance with Section 01810 Lead Dust Hazards so as to limit the risk of exposure to lead-based paint hazards.

B. Sequence of operations shall be as determined by the **Contractor**, subject to the approval of the **Inspector**.

- **Contractor** shall perform his work in proper sequence in relation to that of other **Contractors** or trades. Any cost caused by defective or ill-timed work shall be borne by the **Contractor** responsible.

1.7 PERMITS

A. Obtain all applicable permits prior to starting the work covered under the permit.
B. Provide a copy of each permit to the **Inspector**.
C. The work shall comply with State of Wisconsin Uniform Dwelling Code, HVAC, Electrical, and Plumbing Codes and the City of Milwaukee Code of Ordinances, Volumes 1 and 2.

1.8 QUALITY STANDARDS

A. Provide experienced, well-trained workers competent to complete the work as specified.
B. Provide a certified lead abatement supervisor and certified lead abatement workers for any work involving suspected or known lead-based painted or otherwise coated surfaces, including but not limited to the following: installation of containment measures, demolition, removal, encapsulation, enclosure, debris removal or clean-up per the **Scope**, Section 01810 Lead Dust Hazards and as specified herein.
C. All work shall comply with the governing lead-based paint regulations and OSHA Worker Safety Regulations.

PART 2 – PRODUCTS AND MATERIALS

2.1 PRODUCT INFORMATION:

A. All products and materials shall be new in unopened containers and/or packaging.
B. Supply **DCD/Inspector** with all product owner manuals, operating instructions, maintenance instructions, and product warranties.
C. Supply **DCD/Inspector**, product specifications to prove compliance with these specifications.
D. All materials and products installed by the **Contractor** shall be approved for its intended use by a recognized testing laboratory.

PART 3 – INSTALLATION

3.1 INSPECTIONS

A. Progress inspections and final inspections of work
- Progress inspections and final inspections are done by the **Inspector**
- Progress inspections and final inspections of mechanical work under permit are done by the Department of Neighborhood Services district trade inspectors, i.e. construction, HVAC, electrical, plumbing.

B. Milwaukee Health Department inspections:
- Daily progress inspections and final clearance testing are performed by Milwaukee Health Department Lead Risk Assessors in accordance with Section 01810 Lead Dust Hazards.

C. Completions :
- A completed project includes a sign off of the **Scope** by the **Inspector**, a final passing lead clearance test by the Milwaukee Health Department (MHD) Lead Section and all required permits including mechanical permits (if any) signed off by the appropriate district trade inspector.
- The final completion date of a HIPF project is determined by the **Inspector** and is based on the sign off requirements listed above.

3.2 PERFORMANCE STANDARDS

A. Performance standards shall be as specified by the product manufacturers and as stated herein:
- **Contractor** shall warrant his/her labor and materials for a period of one year after date of completion. The date of completion is the date in which the **Inspector** signs off on the **Scope** of work. When work scopes require a permit, the **Contractor** shall be responsible for obtaining all permit sign-offs from the appropriate DNS district trade inspector.

• **Contractor**'s quality of materials and workmanship shall meet a 5 year performance standard as outlined in the Milwaukee Metropolitan Builders Association of Greater Milwaukee, Inc. "Construction Industry Quality Standards".
• Complaints of non-compliance with the Performance Standards within the one year warranty period and verified by the **Inspector** shall call for corrective action by the **Contractor** at the **Contractor**'s expense. This one (1) year guarantee shall be transferrable to any new owner of the property in the event the property is sold within one-year's time of the completion.

END OF SECTION – 01010 SUMMARY OF WORK

01153 CHANGE ORDER AND ADDENDUM PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

A. Changes from the **Scope** may, from time to time, be required. Any changes from the **Scope** must be authorized by the **Inspector** in writing.

- A **Change Order** is used to exchange or modify materials and/or work listed on the **Scope** for other materials or work.
- An **Addendum** is used to add additional work (labor and/or materials) to the **Scope**.

B. **Change orders** and **Addendums** will include equivalent changes in the project cost and allow for extensions to the projected time of completion.

- The **Contractor** shall submit to the **Inspector** a breakdown of the cost for each **Change Order** or **Addendum**.
- The **Contractor** shall submit to the **Inspector** a revised date of completion taking into account the **Change Order** or **Addendum**.

C. **Change Orders** and **Addendums** shall be numbered in sequence, dated and signed.

D. Emergency authorization for **Change Orders** and **Addendums**:

- May be verbally authorized by the **Inspector** to address immediate health or safety concerns.
- May be verbally authorized by the **Inspector** to expedite repairs of unforeseen conditions during the course of construction.
- Verbal authorization of emergency **Change Orders** and **Addendums** shall be followed up in writing as soon as possible, usually by the next business day.

E. A request for estimates for possible changes is not a **Change Order** or **Addendum**. These requests are not an authorization to proceed with the proposed changes or addendums. Except for an emergency authorization, a signed **Change Order** or **Addendum** must be executed prior to any deviation from the **Scope**.

END OF SECTION – 01153 CHANGE ORDER AND ADDENDUM PROCEDURE

01800 CLEANING AND MAINTENANCE

GENERAL

1.1 SUMMARY

A. Keep the buildings and site well organized and clean throughout the construction period.
B. When work under this section involves cleaning and disposal of construction debris presumed, or known to contain lead-based paint, the work shall be in accordance with Section 01810 Lead Dust Hazards.
C. When work under this section involves cleaning and disposal of construction debris containing asbestos or asbestos containing material, the work shall be in accordance with Section 02080 Asbestos Removal.
D. Provide all related materials, equipment, and labor required to maintain the job site in a neat and orderly condition in accordance with the **Scope** and as specified herein.
E. Provide general clean up daily and removal of all scrap and debris from the site. Exception: Reusable scrap shall be stored in a neatly maintained, designated storage area.
F. Daily pick up shall include a thorough broom-clean sweep or HEPA vacuum per Section 01810 Lead Dust Hazards of all paved areas on site and public paved areas adjacent to the site. Completely remove swept dirt and debris.
G. Daily cleaning shall not replace the required clean up after the work of specific trades as specified herein.
H. At completion of work, remove from the job site all tools, equipment, surplus materials, scrap and debris.
I. Inspect both interior and exterior surfaces and remove all waste materials, paint droppings, or other debris remaining from the work performed under the **Scope** and as specified herein.
J. Glass: Clean inside and outside so there are no spots or dirt, and no smudges or streaks remaining, from the cleaning process.
K. Schedule final cleaning and clearance testing as outlined in Section 01810 Lead Dust Hazards.

END OF SECTION – 01800 CLEANING AND MAINTENANCE

01810 LEAD DUST HAZARDS

PART 1 – GENERAL

1.1 WORK

A. PRESUMPTION OF LEAD: For the purposes of these **Specifications,** and unless the building was constructed in 1978 or later, or the building has undergone a Lead-Based Paint Risk Assessment by a properly licensed Lead-based Paint Inspector or Risk Assessor and is certified as being "Lead Free", the City of Milwaukee assumes that all painted surfaces contain lead-based paint. This presumption is made in lieu of a risk assessment. As a result of this presumption each rehabilitation project shall be conducted in a lead-safe manner as outlined herein.
B. Work under this section **does not** apply to painted or coated surfaces when the lead content of that surface coating is determined to be below 0.7 mg/cm² as measured by an x-ray fluorescence (XRF) analyzer, or less than .06% lead by weight as determined by a certified laboratory paint chip analysis.
C. Work under this section is limited to painted or coated surfaces that are presumed or known to contain lead based paint per the City of Milwaukee Presumption of Lead notice.
D. Provide all related materials, equipment, and labor required to complete the work in a lead safe manner in accordance with the **Scope** and as specified herein.
E. After the work under this section is complete, provide all materials, equipment and labor necessary to clean and prepare the property for lead (Pb) clearance testing. It is the **Contractor**'s responsibility to achieve lead clearance per the Department of Housing and Urban Development Lead-Based Paint Regulation [24 CFR Part 35] standards.
F. **Contractor** shall be responsible for compliance with Department of Housing and Urban Development Lead- Based Paint Regulation [24 CFR Part 35], State of Wisconsin, Department of Health and Family Services Lead-Based Paint Regulations [Chapter HFS 163], and the City of Milwaukee Code of Ordinances, Lead based Paint Hazard Control Regulations, [Chapter 66-47].
G. **Contractor** shall obtain a Lead Abatement Permit from the Milwaukee Health Department at least two (2) business days prior to starting any **lead abatement** work.

1.2 QUALITY STANDARDS

A. Provide experienced, well-trained workers competent to complete the work as specified.
B. Provide a certified lead abatement supervisor and certified lead abatement workers for any containment installation, demolition, removal, encapsulation, enclosure, debris removal or clean-up of suspected lead containing materials per the **Scope** and as specified herein.
C. All work shall comply with the governing lead-based paint regulations and OSHA Worker Safety Regulations.
D. Lead abatement and lead reduction work is time sensitive. **Contractor** shall complete the abatement work in quickly and safely as possible to minimize potential exposure to lead.

1.3 SUBMITTALS

A. **Contractor** shall notify the Milwaukee Health Department (MHD) – Lead Section (414-286-5033) **at least 24 hours prior to starting any work that involves disturbance of painted or otherwise coated surfaces**. MHD will assign a Lead Risk Assessor to monitor the work to document lead safe rehabilitation procedures were followed.
B. **Contractor** shall obtain a Lead Abatement Permit from the Milwaukee Health Department **at least two (2) business days prior to starting any lead abatement work**.
C. **Contractor** shall complete an **Occupant Protection Plan** form and submit it to the Milwaukee Health Department along with their Lead Abatement Permit application.
D. Prior to starting work under this section, **Contractor** shall present to the **nspector** for the purpose of making a copy, a current State of Wisconsin Lead (Pb) Company license and all Lead Supervisor(s) or Lead Worker(s) licenses of individuals employed by the **Contractor** or the **Contractor**'s **Sub-contractors**.
E. At the completion of the job and prior to final payment to the **Contractor**, the **Contractor** shall provide copies of all lead clearance testing results to the **Inspector**.

1.4 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.
- Post in an obvious location, Lead Hazard Warning Signs, and a copy of the Lead Abatement Permit at the entrances to containment areas. Note: Lead Hazard Warning Signs are available from MHD.
- All containment measures shall be in place prior to starting any work which will disturb painted or otherwise coated surfaces.

PART 2 – MATERIALS AND EQUIPMENT

2.1 CONTAINMENT MATERIALS

A. All materials used for containment shall be new and unused.
- Plastic shall be new, free of rips, tears and holes.
- Tape shall be a minimum of 2” wide and of sufficient quality to serve its intended purpose.

2.2 CONTAINMENT MEASURES

A. Provide all materials and equipment required to safely contain lead dust hazards on the exterior of the building.
- Cover the ground in work areas with 6 mil plastic secured continuously along the foundation and extended out from the building a minimum of 6 feet and in all cases adequate to contain any falling debris. If adjacent structures are less than 6 feet away, contractor shall allow 6 mil plastic to extend up the side of the adjacent structure.
- Cover all shrubbery, plantings, etc. with a minimum of 1-2 mil plastic.
- All storm windows, windows and doors shall be closed to prevent the movement of lead dust and debris into or out of the building.
- All storm windows, windows and doors in adjacent buildings closer than 6 feet to the work area shall be closed to prevent the movement of lead dust and debris into the building.
- Maintain a HEPA vacuum in the containment area to periodically clean up dust and debris generated during the course of work.

B. Provide all materials and equipment required to safely contain lead dust hazards in the interior of the building.
- Cover floors up to the top of the baseboard in work areas with 6 mil plastic secured continuously along the edges with duct tape.
- All built in cabinets, countertops, bookshelves, plumbing, electrical, HVAC fixtures, etc. shall be covered with 1-2 mil plastic secured in place with duct tape.
- Entrances to containment areas used by workers shall have two (2) layers of 6 mil plastic attached to the top edges of the doorway and at opposite sides of the doorway to form a z-door.
- Provide continuous 6 mil plastic floor runners into and out of work areas, secured in place with duct tape.
- Provide and use 6 mil plastic bags to transport sash from the containment area to other areas in and around the premises.
- All storm windows, windows and doors shall be closed to prevent the movement of lead dust and debris into or out of the building or work area.
- All HVAC registers and vents shall be closed and covered with 6 mil plastic secured with duct tape.
- Provide tacky mats where necessary to control tracking of debris and dust hazards.
- Maintain a HEPA vacuum in the containment area to periodically clean up dust and debris generated during the course of work.

2.3 MATERIALS AND EQUIPMENT – LIMITATIONS ON USE

A. Equipment and procedures not allowed.
- Do not use grinders, sandblasters, open flames, torches, power sanders, power washers or other abrasive type paint removal methods to remove paint or other coatings.
- Do not use heat guns that provide temperatures above 1,100 degrees Fahrenheit.
- Do not use solvents or chemical strippers that contain methylene chloride.
- Do not dry sweep dust or debris in areas not properly contained and sealed.
- Do not use standard house vacuums or shop vacuums that are not HEPA equipped.
- Do not use any method that allows leaded dust to become airborne.

B. Permissible methods and equipment.
- Wet scraping with a sharp scraping tool using a spray bottle with water to first wet the surface.
- Wet sanding (by hand) using a spray bottle with water to first wet the surface.
- The use of a power planer with a HEPA vacuum attachment to collect the dust and debris.
- Using a heat gun with temperatures less than 1,100 degrees Fahrenheit.
- Chemical methods which do not contain methylene chloride.

2.4 WORKING CONDITIONS

A. Maintain a lead safe working environment.
- Do not allow excessive accumulation of dust and debris in work area.
- Maintain containment area free of airborne construction dust.
- Do not allow uncertified workers or other unauthorized individuals to enter containment areas.
- Do not allow tracking of dust and debris out of the containment areas. Tacky mats are required at any active unit entryways and outside of any contained work area.
- Do not perform exterior lead-based paint removal when weather conditions are unacceptable. Exterior work is not permitted in adverse weather conditions such as strong winds, or in any condition that would allow lead dust and debris to cause a hazard or escape the containment area.

PART 3 – DISPOSAL AND CLEAN-UP

3.1 DISPOSAL

A. Disposal of painted components:
- Place construction debris in 6 mil plastic bags. Seal bags with duct tape.
- Debris too large for bags shall be wrapped in 6 mil plastic and secured with duct tape.
- Items too large to fit in the green garbage carts should be neatly stored on the property in an area accessible for City of Milwaukee pick-up. If necessary **Contractor** shall call the City of Milwaukee, Department of Public Works Sanitation Division (414) 286-8282 for a special pick-up.
- For large quantities of debris, **Contractor** shall remove debris from property and dispose of debris at **Contractor**'s expense.
- At the end of each work day, **Contractor** shall not leave more than six (6) unabated window sash at the property. **Contractor** is responsible for removing and properly disposing of these additional sashes at the **Contractor**'s expense.

3.2 CLEAN-UP

A. Clean-up and removal of containment measures:
- All construction debris shall be wrapped and removed from the containment area.
- Clean and remove all unused materials, tools and power cords from containment area.
- Clean with a HEPA vacuum containment area to remove excessive paint chips and dust prior to removing containment measures.
- Remove containment from furniture, walls, etc. and carefully roll-up plastic and seal with duct tape.
- Remove containment from floors by carefully rolling up plastic to prevent lead dust and debris from becoming airborne. Seal plastic with duct tape.
- HEPA vacuum all surfaces including floors and windows after containment measures have been removed.

B. **Contractor** shall supply all materials, equipment and labor necessary to safely clean and prepare properties for lead (Pb) clearance testing.
- Use cleaning solutions mixed from water and standard household cleaning products.
- Use clean buckets and mops with disposable mop heads.
- Use disposable towels, rags, mop heads or sponges for cleaning and rinsing surfaces.

C. Washing and cleaning surfaces:
- All horizontal surfaces including floors and windows shall be washed and rinsed using a mixture of water, soap or other household cleaning solutions.
- Use a separate bucket for cleaning and a bucket for rinsing surfaces.
- Frequently change the cleaning and rinse solutions. Do not allow wash solution or rinse water to become saturated with dust and dirt.
- Frequently dispose dirty or saturated towels, rags, mop heads or sponges.

• Repeat wash and rinse process multiple times to assure that all residue and dust has been removed and surface will pass a clearance test.
• Carpeted floors shall be thoroughly HEPA vacuumed in one direction overlapping each row and repeated in a perpendicular direction.
• Walls and other vertical surfaces shall be washed as specified herein.
• Window glass shall be free of dust, dirt, streaks, spots, paint and excess glazing material.
• Used cleaning materials shall be disposed of in a plastic bag sealed with duct tape.

3.3 INSPECTION TOUCH-UP AND REPAIRS

A. The **Contractor** is responsible for contacting the Milwaukee Health Department to schedule final inspections and clearance testing.
• All work involving the disturbance of painted or otherwise coated surfaces shall be completed prior to the final clearance test.
• Clearance testing shall be scheduled with the Milwaukee Health Department – Lead Section (414) 286- 5033 a minimum of 24 hours in advance.
• All cleaning and preparation work shall be completed a minimum of one hour prior to the scheduled clearance appointment.
• The **Contractor**'s abatement supervisor or other licensed representative shall be present during the final clearance test.

3.4 CLEARANCE

A. The property must first pass a visual inspection by the Risk Assessor prior to clearance sampling.
B. Clearance wipes samples will only be taken if the property passes the visual inspection.
C. The Risk Assessor will determine the number, location and type (i.e. floor, sill, well, other) of clearance wipes taken.
D. Clearance test results shall be provided to the **Contractor** by the Milwaukee Health Department Laboratory.
• Upon completion of the job and before final payment to the **Contractor**, the **Contractor** shall provide copies of **all clearance results** to the I**nspector**.
• **Contractor** shall maintain copies of all clearance results.

3.5 CLEARANCE FAILURES

A. Failure of visual inspection:
• **Contractor**, at **Contractor**'s expense, shall make all necessary repairs as directed by the Risk Assessor upon failure of the visual inspection.
• After completion of defects found during the visual inspection, **Contractor** shall reschedule final clearance testing as outlined herein.
B. Failure of clearance test:
• Upon notification from Milwaukee Health Department – Lead Section of clearance failure(s), the **Contractor** shall re-clean the failed surface(s) and schedule another clearance test within 72 hours.
• **Contractor** shall re-clean failed surface(s) at contractors expense.
• Continued clearance failure(s) by the **Contractor** may result in citations, notification being sent to the State of Wisconsin Health and Family Services Lead Section and/or the levying of clearance testing and laboratory fees to the **Contractor**.

END OF SECTION – 01810 LEAD DUST HAZARD

DIVISION 2
SITEWORK

02050 DEMOLITION

PART 1 – GENERAL

1.1 WORK

A. Provide all related materials, equipment, and labor required to complete the work specified.
B. Work involving the removal of painted or otherwise coated building components shall be in accordance with Section 01810 Lead Dust Hazards and as specified herein.
C. Work involving the removal of asbestos or asbestos containing material shall be in accordance with Section 02080 Asbestos Removal and as specified herein.
D. Demolition of garages shall be in accordance with the City of Milwaukee Code of Ordinances [Chapter 218] and as specified herein.

1.2 QUALITY OF WORK

A. Provide experienced, well-trained workers competent to complete the work as specified.
B. All work shall comply with governing building and safety codes and OSHA Worker Safety Regulations.

1.3 SUBMITTALS

A. **Contractor** shall notify the Milwaukee Health Department (MHD) – Lead Section (414-286-5033) **at least 24 hours prior to starting any demolition work that involves disturbance of painted or otherwise coated surfaces**. MHD will assign a Lead Risk Assessor to monitor the work to document lead safe demolition procedures were followed.
B. **Contractor** shall obtain a Raze Permit from the City of Milwaukee Department of City Development Permit Center (809 N. Broadway, 1st floor) prior to starting building demolition. This applies to dwelling units and garages.

PART 2 – MATERIALS

2.1 PROTECTIVE BARRIERS AND COVERS

A. Provide demolition materials, barriers, protective covers, etc. to complete the work assigned.
B. Install lead-based paint containment measures per Section 01810 Lead Dust Hazards and as specified herein when demolition will disturb painted or otherwise coated surfaces.
C. Any asbestos or asbestos containing materials shall be removed from the structure, building components, etc. prior to the start of demolition in accordance with Section 02080 Asbestos Removal.

PART 3 – CONSTRUCTION

3.1 SITEWORK PREPARATION

A. Protection of property:
- Close all windows and doors adjacent to demolition work area.
- Don't allow debris or dust to contaminate interior areas of building or adjacent property.
- Locate any hidden utilities, electric, water, sewer, heat, etc. and disconnect or cap off utilities prior to start of demolition.
- Provide sturdy barriers and covers as necessary for safety and to protect remaining work.
- Provide braces or shores wherever structural elements will be removed in partial demolition.
- Do not allow any dislodged materials to fall outside demolition area.
- Protect all public areas and adjacent property with secure protective barriers.
- Provide tree and shrub protectors.

B. Demolish and remove all work indicated on **Scope**.
- Start demolition at top most level, and proceed downward.
- Provide water supply and hoses for spray, to control dust.

C. Cleanup:

• Completely control and remove all demolition debris, scraps, and dust.
• Disposal of painted or otherwise coated debris and dust shall be per Section 01810 Lead Dust Hazards.
• Properly wrapped debris can be placed in the green garbage containers for City of Milwaukee pick-up.
• Items too large to fit in the green garbage carts should be neatly stored on the property in an area accessible for City of Milwaukee pick-up. If necessary **Contractor** shall call the City of Milwaukee, Department of Public Works Sanitation Division (414) 286-8282 for a special pick-up.
• For large quantities of debris, **Contractor** shall remove debris from property and dispose of debris at **Contractor**'s expense.

END OF SECTION – 02050 DEMOLITION

02080 ASBESTOS REMOVAL

PART 1 – GENERAL

1.1 WORK

A. Work includes the removal of asbestos and asbestos containing materials in excess of 160 square feet or 260 lineal feet.
B. Provide all related materials, equipment, and labor required to complete the work specified.

1.2 QUALITY OF WORK

A. Provide experienced, well-trained and certified asbestos abatement supervisor and certified asbestos workers to complete the work.
B. All work shall comply with the City of Milwaukee Code of Ordinances, Chapter 66, “Asbestos Hazard Control” regulations.
C. Work shall also comply with State of Wisconsin Department of Natural Resources (DNR), Chapter NR 447 Asbestos Removal Regulations, Federal Environmental Protection Agency (EPA) Clean Air Act, and Occupational Safety and Health Administration (OSHA) worker safety codes and regulations.

1.3 SUBMITTALS

A. When the asbestos removal is to occur in a building of three (3) or more dwelling units, the **Contractor** shall obtain an Asbestos Abatement Permit from the City of Milwaukee Department of City Development Permit Center (809 N. Broadway, 1st floor) prior to starting asbestos removal. This permit is not required for one and two family dwellings.
B. When asbestos removal is subject to the provisions of this Section, notification shall be made to the State of Wisconsin DNR in accordance with Chapter NR 447.
C. **Contractor** shall supply a detailed abatement plan along with their permit application to the City of Milwaukee Department of City Development Permit Center.
D. Supply **Inspector** with a copy of the Asbestos Abatement Permit.
E. **Contractor** shall clearly post in plain view asbestos abatement warning signs outside of the entrance to containment areas.
F. **Contractor** shall provide **Inspector** a minimum of two (2) days advance notice prior to starting any asbestos removal.
G. **Contractor** shall provide the **Inspector** with copies of:
- All final clearance testing.
- The waste disposal tickets and the Hazardous Waste Manifest from the Wisconsin DNR.

PART 2 – MATERIALS

2.1 PROTECTIVE BARRIERS AND COVERS

A. Provide demolition materials, barriers, protective covers, etc. to complete the work assigned.
B. Provide all necessary containment measures necessary to protect occupants, workers, and property.
C. Install asbestos containment measures as required by State and Local regulations. See Section 01810 Lead Dust Hazards for additional containment information.

2.1 STANDARD TREATMENTS

A. Remove asbestos containing materials as listed in the **Scope**.
- Removal of pipe and duct wrap.
- Removal of slate siding or roofing materials.
- Building components containing pipe or duct wrap.
- Flooring tile and/or flooring adhesives
- Plaster, stucco and mastics.

B. Stabilization of asbestos or asbestos containing materials as listed in the **Scope**.
- Use an approved “Lockdown” product.
- Use an approved enclosure or containment method.

C. Prohibited practices:

• Use of non-HEPA approved vacuum.
• Dry removal methods such as scraping, sanding, or sweeping. Use only wet methods when disturbing asbestos and asbestos containing materials.
• Asbestos debris shall not be stored on site unless it is properly protected in approved containment devices.
• Creating asbestos hazards.
• Disposal of asbestos and/or asbestos containing materials in City of Milwaukee trash containers.

PART 3 – CONSTRUCTION

3.1 SITEWORK PREPARATION AND CONTAINMENT

A. Protection of property:
• Close all windows and doors adjacent to asbestos removal work area.
• Don't allow debris or dust to contaminate interior areas of building or adjacent property.
• Locate any hidden utilities, electric, water, sewer, heat, etc. and disconnect, cover, or cap off utilities prior to start of asbestos removal.
• Provide sturdy barriers and covers as necessary for safety and to protect remaining work.
• Provide braces or shores wherever structural elements will be removed in partial demolition.
• Do not allow any dislodged materials to fall outside the containment area.
B. Provide all materials and equipment required to safely contain asbestos hazards.
• Containment areas shall be constructed using 6 mil polyethylene and duct tape in such a fashion as to prevent the dispersion of asbestos dust and particles.
• Cover ground or floor areas with two layers of 6 mil polyethylene.
• Shut down forced air heating systems and seal all hot and cold air returns with 6 mil polyethylene and duct tape.
• Cover and seal all surfaces not to be worked on in the containment area.
• Entrances to containment areas used by workers shall have two (2) layers of 6 mil polyethylene attached to the top edges of the doorway and at opposite sides of the doorway to form a z-door.
• Provide all necessary worker decontamination equipment.
C. All containment measures shall be in place prior to the commencement of asbestos removal.

3.1 REMOVAL AND DISPOSAL

A. Asbestos removal as indicated on **Scope**.
• Start removal at top most level, and proceed downward.
• Provide water supply and hoses for spray, to control dust.
• Use wet methods for removal.
• Do not allow excessive amounts of asbestos and asbestos containing materials to collect inside the containment area.
• Properly wrap asbestos and asbestos containing materials in approved containers for disposal.
B. Asbestos and asbestos containing materials shall be:
• Disposed of in properly labeled double 6 mil polyethylene bags sealed with duct tape.
• Dumpsters shall be lined with 6 mil polyethylene to prevent asbestos dispersion during transportation.
• Disposal shall be in compliance with State of Wisconsin DNR regulations.
• No debris shall be stored outside the building while awaiting disposal.
• Dumpsters shall be promptly removed from the site so as to prevent asbestos contamination.

3.2 CLEARANCE

A. Daily cleanup:
• Use HEPA vacuuming and wet cleaning methods.
• The work area shall be cleaned daily throughout the entire asbestos removal project.
• The **Contractor** is responsible for preventing other areas in and around the containment area from becoming contaminated.
• Exterior containment measures shall be removed and disposed in an approved manner of on a daily basis unless adequate measures have been taken to prevent unauthorized entrance to the contained areas and the containment measures are adequately protected from vandalism, weather conditions, etc.

B. Final cleaning:

- Completely control and remove all asbestos, asbestos debris, etc.
- Disposal of asbestos and asbestos containing materials shall be done in compliance with all Local and State regulations.
- Final cleaning requires thorough HEPA vacuuming and wet washing followed by the use of lockdown to seal any fibers that may remain.

C. A final clearance shall be conducted at the completion of the asbestos removal work.

- In the event of a final clearance failure, the **Contractor** shall at **Contractor**'s expense shall provide all additional cleaning and preparation work necessary for re-testing.
- The **Contractor** shall be responsible for the cost of additional final clearance testing including laboratory fees.
- **Contractor** shall be responsible for all clean up of other areas contaminated as a result of **Contractor**'s work.

END OF SECTION – 02080 ASBESTOS REMOVAL

02200 EXCAVATION, GRADING, AND BACKFILL

PART 1 – GENERAL

1.1 WORK

A. Provide all related materials, equipment, and labor required to complete the work specified.
B. All excavation, trenching, compaction, backfill, and landscaping shall be as listed in the **Scope** and as specified herein.

1.2 QUALITY OF WORK

A. Provide experienced, well-trained workers competent to complete the work as specified.
B. All work shall comply with governing building and safety codes.

1.3 SUBMITTALS

A. Depending on the **Scope**, an erosion control permit maybe required. **Contractor** is required to obtain all required permits from the City of Milwaukee DCD Development Center (809 N. Broadway, 1st Floor) prior to starting any work.
B. **Contractor** shall contact Diggers Hotline at 414-259-1181, or visit the Diggers Hotline website at www.diggershotline.com to request that the site be marked for underground utilities a minimum of three business days prior to starting any excavation work.
C. When work involves excavation of public property, i.e. water or sewer connections, underground electrical lines, etc., the **Contractor** shall obtain all required permits and approvals from the City of Milwaukee Department of Public Works, Milwaukee Water Works, and/or WE energies prior to starting any work.

1.4 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.
B. Confirm there is no conflict between this work and work of other trades.
C. Confirm that the work of other trades that must precede this work has been completed.

PART 2 – MATERIALS

2.1 FILL

A. Fill materials shall be:
- Uniform.
- From an approved source.
- Clean, free of debris or organic matter.

PART 3 – EXECUTION

3.1 PREPARATION

A. Protection:
- Contact Diggers Hotline at least three business days prior to starting excavation work.
- Protect overhead lines from damage by trucks and cranes.
- If utility lines are damaged, they shall be repaired or replaced at the **Contractor**'s expense.
- Existing utilities that will interfere with construction shall be relocated.
- Provide all necessary shoring and bracing as required by site conditions.
- Provide temporary drains and/or pumps to remove ground and rain water.

B. **Contractor** shall put in place all necessary erosion control measures as required by State and local building codes.

3.2 GRADING AND EXCAVATION

A. Grade and excavate to lines, grades, and elevations as listed in the **Scope** and as specified herein.
B. Grading for slabs shall be level and not crowned toward center portion of slab.

C. Topsoil shall be placed at a depth of no less than 6 inches.
- Topsoil shall be clean, free of rock and debris.
- Topsoil removed from building perimeter shall be removed from the site and properly disposed of by the **Contractor**. **Do not** reuse this topsoil.

3.3 EXCAVATION

A. Excavate areas required to complete the work as listed in the **Scope**, and as specified herein.
- Footings shall be excavated to a depth of 4 feet below finished ground elevation.
- Footing size shall be as required by building code.

B. Excavation control:
- Contact the Department of Neighborhood Services construction inspector at 286-2513 for all necessary inspections prior to pouring footing concrete.
- Keep footing and foundation trenches uniform in width and direction.
- Clean excavations of debris and loose dirt, and keep clean before pouring concrete.
- Immediately remove dirt, rock, or other debris that spills onto paving or planting areas.
- Take frequent measurements to prevent over-excavation.
- Provide temporary drainage as necessary to prevent ponding, erosion, or spillover.

3.4 SITE MAINTENANCE DURING EXCAVATION AND GRADING

A. Control excavation dust:
- With water spray.
- Through controlled demolition.
- Using and installing approved barriers.
- No dust shall be allowed to blow onto the neighboring property.

B. Cleaning:
- Do frequent and thorough cleanups.
- Identify potentially harmful substances that might be uncovered during excavation.
- Handle potentially harmful substances strictly according to governing regulations.
- Contact the Milwaukee Health Department Lead Section at 286-5033 when suspected lead soil hazards will be disturbed.
- Excavation and grading work shall be in compliance with Section 01810 Lead Dust Hazards and as directed by Milwaukee Health Department.
- Suspected hazardous substances shall be removed from the site as per the governing regulations.

3.5 BACKFILL AND COMPACTION

A. Before backfilling:
- All inspections must be completed and approved.
- Drains, drain tile, etc. shall be installed, inspected, and approved.
- All exterior waterproofing has been completed, inspected, and approved.
- Exterior foundation insulation has been installed (if required).
- All formwork shall be removed.
- All trash and debris shall be removed.

B. Perform backfill and compaction in a systematic pattern, to assure complete and consistent work.
- If any over excavation accidentally occurs, correct it with well-compacted backfill.
- Fill and thoroughly compact holes from root and stump removal pits.
- Do not allow any debris to be mixed with the fill.

C. Protect foundation and retaining walls during backfilling.
- Brace foundation or retaining walls to prevent damage from backfilling.
- Do not allow damage to waterproofing or wall insulation board from backfilling.

3.6 SUBGRADE PREPARATION FOR PAVING

A. Provide graded slopes as required for:
- Positive pavement slopes as required for driveways, patios, garages, walks, etc.
- Backfill in layers, and thoroughly compact trenches or pits beneath paving.
- Install base course firmly, and wet it down prior to concrete application.

3.7 SURFACE DRAINAGE

A. Provide drainage catchers for roof water as well as surface runoff.
B. Provide surface storm drainage free of impediments to smooth drain flow.
- Continuous
- No narrow restrictions
- No barriers
- No sharp changes in direction
- No sharp drops in grade
- No level areas or depressions

C. Provide erosion control measures as required by State and local building codes.

3.8 REPAIR AND CLEANUP

A. Repair or replace work not in compliance with the **Scope** or these **Specifications**.
- Repairs shall be made at the direction of the **Inspector**.
- Repairs shall be made at the **Contractor**'s expense.

B. **Contractor** is responsible for removal of all debris and excess material from site.
C. Landscape disturbed areas as indicated in the **Scope** and as specified in Section 02900 Landscaping.

END OF SECTION – 02200 EXCAVATION, GRADING, AND BACKFILL

02510 CONCRETE

PART 1 – GENERAL

1.1 WORK

A. Provide all related materials, equipment, and labor required to complete the work specified.
B. Demolition and removal of existing concrete shall be in accordance with Section 02050 Demolition and as specified herein.
C. All excavation, trenching, compaction, backfill, and landscaping shall be as listed in the **Scope** and as specified herein.

1.2 QUALITY OF WORK

A. Provide experienced, well-trained workers competent to complete the work as specified.
B. Concrete shall be from manufacturers and suppliers who specialize in concrete products.

1.3 SUBMITTALS

A. Depending on the **Scope**, a building permit maybe required. **Contractor** is required to obtain all required permits from the City of Milwaukee DCD Development Center (809 N. Broadway, 1st Floor) prior to starting any work.
B. When concrete work involves paving in publicly owned areas (i.e. driveway aprons, curb cuts, carriage walks, etc.) the **Contractor** shall obtain all required permits and approvals from the City of Milwaukee Department of Public Works prior to starting any work.
C. **Contractor** shall contact the City of Milwaukee Department of Neighborhood Services at 286-2513 for all necessary inspections prior to pouring concrete.
D. Supply **Inspector** with a copy of the concrete delivery ticket from concrete supplier showing the concrete mix delivered to the job site.
E. **Contractor** shall, upon request of the **Inspector**, submit manufacturer's specifications to prove compliance with these **Specifications**.

1.4 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.
B. Confirm there is no conflict between this work and work of other trades.
C. Confirm that the work of other trades that must precede this work has been completed.
D. At all stairways to porches, service walk steps, stoops, door entrances, etc. confirm finished riser height will be uniform throughout stairway and within code allowed maximum (8 inches).

PART 2 – MATERIALS

2.1 CONCRETE FLAT WORK

A. Concrete:
- **Contractor** shall supply ready-mixed concrete in compliance with ASTM C 94.
- On-site mixed concrete will conform to ASTM C 685.
- Concrete shall have a 28 day compressive strength as follows:

Walks, steps, garbage can and storage area slabs: 3500 psi
Parking slabs and driveways: 4000 psi
Retaining walls: 4000 psi
Foundations and footings: 3500 psi
Interior slabs 3000 psi

- No admixtures or curing materials will be allowed unless specifically approved for use by the concrete manufacturer.
- Ready-mixed concrete shall be delivered to the site of the work and be completely discharged from the transporting vehicle within 1-½ hours.

B. Forms:
- Provide metal or wood formwork for borders and curbs with profiles to match required concrete thickness.

- Earth forms are not permitted for paving.
- Formwork shall be installed to replicate layout of the concrete that was removed, in accordance with the **Scope**, and as specified herein.

C. Concrete reinforcing:
- Use number 10 welded wire mesh, plain type in coiled rolls, unfinished.
- Use rebar where required, number 3 or larger as required by code.

D. Aggregate:
- Maximum size is ¾", compacted to 95%.
- Sub-base aggregate to depth as listed:

Walks, steps, garbage can and storage area slabs: 3 inches
Parking slabs and driveways: 4 inches
Interior slabs 4 inches

PART 3 – CONSTRUCTION

3.1 SITEWORK PREPARATION

A. Remove and dispose of existing concrete as indicated in the **Scope**.
B. Provide demolition materials, barriers, protective covers, etc. to complete the work assigned.
C. All demolition work shall be in accordance with Section 02050 Demolition.
D. Install lead-based paint containment measures per Section 01810 Lead Dust Hazards and as specified herein when demolition will disturb painted or otherwise coated surfaces.
E. **Contractor** shall take all necessary precautions to minimize damage to surrounding yard and landscaping.
F. Examine site conditions and correct any conditions detrimental to the work.
- Do not do work when new paving might be harmed by rain, snow or low temperatures.
- Concrete shall be protected from frost or rapid drying.
- Concrete shall not be placed on frozen ground or when temperature is below 32 degrees Fahrenheit or will be below 32 degrees within 72 hours.
- Verify that all necessary sub-grade preparation is completed.
- Keep area free of scraps, trash, and organic matter.

G. Install related work before concrete pour, and protect from damage.
- Formwork
- Anchors
- Baseplates
- Inserts
- Bolts
- Expansion joints
- Sleeves for bollards and fence posts
- Utility boxes
- Drains
- Electrical conduit or boxes
- Pipe and plumbing
- Separation joints
- Headers/screeds

H. **Contractor** shall make all repairs necessary to restore owner's property and any adjacent properties damaged as a result of the contractor's work.

3.2 EXCAVATION

A. Excavate areas as listed in the **Scope**, Section 02200 Excavation, Grading and Backfill and as specified herein.
B. **Contractor** is responsible for contacting the building construction inspector for all applicable inspections and approvals prior to pouring concrete.

3.3 AGGREGATE

A. Install aggregate to specified depth.
- Granular shall be clean mineral aggregate.

B. Compact aggregate as specified in Section 02200 Excavation, Grading and Backfill and as specified herein.

3.4 FORMS

A. Construct forms to the exact sizes, shapes, lines and dimensions as listed in the **Scope** or specified herein.

- Construct and brace forms to maintain work in correct line, proper grade height, and pitch.
- Install screed boards at correct height for paving thickness.
- Construct forms for all exposed concrete surfaces with smooth faced materials to provide continuous, straight, smooth surfaces.
- Furnish forms in the largest practicable sizes to minimize the number of joints.
- Secure forms against dislocation during concrete pour.
- Forms shall be of sufficient thickness and strength to withstand pressure of newly placed concrete without excessive and objectionable bow or deflection.
- Design and build forms to adequately and safely support vertical and lateral loads that might be applied.
- Provide form-coating compounds that will not bond with, stain, or adversely affect concrete surfaces or impede the wetting of surfaces to be cured with water.
- Provide form work sufficiently tight to prevent leakage of cement during concrete placement.
- Provide for all openings, offsets, sinkages, keyway recesses, moldings, reglets, chamfers, blocking, bulkheads, anchorages, inserts, and other features.
- Avoid small or angular concrete paving sections, or install extra reinforcing to prevent cracking.

B. Formwork shall be installed to duplicate as closely as possible the size and configuration of original concrete footprint as listed in the **Scope**, and as specified herein.

C. Fabricate forms for easy removal without hammering or prying against concrete surfaces.

- Form work not supporting concrete may be removed after cumulatively curing at not less than 50 degrees Fahrenheit for at least 24 hours after placing concrete, providing that concrete is sufficiently hard to not be damaged by form removal operation.
- Other formwork may not be removed in less than 14 days or until concrete has attained design minimum 28-day compressive strength.
- After removal of forms restore finish grade as outlined in Section 02200 Excavation, Grading and Backfill.
- Finish grading shall be flush with top of the slab, providing for proper drainage and eliminating any trip hazards.

D. Side forms of footings may be omitted and concrete placed directly against excavation provided an additional one (1) inch of concrete is added to each side of the minimum required footing size.

3.5 CONCRETE PLACEMENT

A. Provide protection (i.e. plastic, plywood sheets, etc.) to ensure nearby walls, buildings, porches, doors,
windows, etc. are not sprayed or splashed with concrete during pour or subsequent concrete finishing work.

B. Verify concrete supplier mix is certified for proportions.

- Don’t allow trucks to wait beyond the time limits before pour.
- Don’t allow unauthorized watering; do not over-water.
- Don’t permit segregation.
- Verify that visual slump is correct.
- Do compaction, consolidation, and vibration as required.
- Deposit concrete continuously or as to avoid placing concrete on or adjacent to concrete which has hardened sufficiently to cause formation of seams or planes of weakness within the section.

C. Provide movement and relief joints in locations, depths, and widths as detailed;

- At contact of pavement with other work.
- For thermal expansion/contraction.
- To control movement and settlement cracks.
- At breaks in the construction sequence.
- Make joint lines straight and uniform.
- Coordinate and align sawn joint work with other work.

D. Concrete shall be placed in accordance with the **Scope** as specified herein.

- Walks: 4 inch thick with control joints 5’-0” on center. Width of walks shall be as indicated in **Scope**. Concrete may be poured on undisturbed soil. If soil is disturbed provide 3” thick compacted sand or gravel aggregate.

• Parking slabs/driveways: 4 inch thick with control joints every 400 square feet. Wire mesh reinforcement required.
• Interior slabs on grade: 4 inch thick with control joints every 400 square feet. Wire mesh reinforcement and vapor barrier required.
• Steps and stoops: Minimum of 4 inch thick with control joints at building and at walks and slabs surrounding the steps or stoop. Step treads shall be uniform in rise and run with rounded nosings. Maximum riser height is 8 inches and minimum tread size is 9 inches. In addition all treads and risers shall conform to the following formula, 2 risers heights + 1 tread length = 24 to 25 inches. Treads to receive fine broom finish.
• Footings shall be placed on undisturbed soil, free of organic material at a depth of 4 feet below grade, sized and reinforced as required by building code.
• Retaining walls shall be designed to sustain required loads. Concrete shall be vibrated during placement. Retaining walls in excess of 3' in height or longer than 24' in length shall include plastic drain tile inside the perimeter of the wall with 6" of gravel above the drain tile. Bleeders shall be provided for drain tile installations.

E. Finished concrete flat work shall be free of depressions or low spots to prevent the pooling of water. Concrete shall be pitched 1/8" per foot to shed water.

3.6 CURING

A. Curing
• Start curing procedures promptly after pour, to protect concrete from premature drying.
• Control curing methods, covers, and wetting, with special attention to weather conditions.
• Use proper wet spray or moist curing methods as required and as appropriate to weather.
• Where formwork is exposed to sun, maintain moisture on formwork until removal.

3.7 FINISHING

A. Match up finish work to adjacent or nearby surfaces at:
• Joints.
• Edges.
• Corners.

B. Joints:
• Coordinate sawn joints, to keep all joints straight and continuous.
• Keep joint lines uniform and free of damage.
• Do not make any cuts in finished concrete that might affect structural integrity or strength.

C. Floating, troweling, and special finishes shall be as indicated on the **Scope** or as specified herein.
• A medium broom finish across traffic path is required for exterior concrete work such as sidewalks, patios, driveways, driveway aprons, etc.
• Troweled finish is required for interior concrete floors in basements, enclosures, or living areas.
• A non-slip finish for steps, landings, platforms, and ramps.
• Do not begin floating until bleed water is gone.
• Do not over-trowel.
• Do not dust cement to expedite troweling start time.
• Remove any marks left by finishing tools.

3.8 PROTECTION AND COMPLETION

A. Curing, protection, and sealing:
• Protect concrete from heat or cold, to maintain temperature between 50 and 70 degrees Fahrenheit.
• Protect concrete from inclement weather or running water.
• Protect concrete from damage caused by construction equipment.
• Protect concrete from shock.
• Protect concrete from movement or vibration.
• Protect concrete from load stress.
• Protect fresh slab work from foot or traffic damage.
• Seal concrete surfaces as recommended by concrete supplier.

3.9 REPAIR AND CLEANUP

A. Repair or replace work not in compliance with the **Scope** or these **Specifications**.
- Repairs shall be made at the direction of the **Inspector**.
- Repairs shall be made at the **Contractor**'s expense.

B. Clean work surfaces, and completely remove debris and excess material from site.
- **Contractor** is responsible for cleaning, removing, and repairing any surfaces sprayed or splashed with concrete, or otherwise damaged as a result of the **Contractor**'s work.

C. Backfill as indicated on the **Scope** and as specified in Section 02200 Excavation, Grading, and Backfill.

D. Landscape disturbed areas as indicated in the **Scope** and as specified in Section 02900 Landscaping.

END OF SECTION – 02510 CONCRETE

02900 LANDSCAPING

PART 1 – GENERAL

1.1 WORK

A. Provide and install trees, plants, and ground cover as listed on the **Scope** and as specified herein.
B. Provide all related materials, equipment, and labor required to complete the work as specified.

1.2 QUALITY OF WORK

A. Provide experienced, well-trained workers competent to complete the work as specified.
B. Use products from a supplier who specializes in landscaping materials.
C. All work shall comply with governing building and safety codes.

1.3 SUBMITTALS

A. Submit a list of materials to be provided for this work.
B. Submit supplier's planting and care instructions to **Inspector**.

1.4 MATERIALS HANDLING

A. Provide all materials required to complete the work as listed on the **Scope** and as specified herein.
- Deliver, store, and transport materials to avoid damage to the product or to any other work.
- Return any materials delivered in an unsatisfactory condition.
- Materials delivered will be certified by the supplier to be as specified.

B. Store materials in a safe, secure location, protected from weather.

1.5 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.
B. Confirm there is no conflict between this work and work of other trades.
C. Confirm that the work of other trades that must precede this work has been completed.

PART 2 – MATERIALS

2.1 PLANTS, SOD, AND RELATED MATERIALS

A. Provide plants, and related materials from a fully qualified plant supply nursery.
B. Provide approved grade cultivated grass sod with a strong fibrous root system; machine cut with a ½ to 1 inch topsoil base.
C. Provide and install fertilizer per supplier's instructions.

PART 3 – LANDSCAPE INSTALLATION

3.1 COORDINATION AND PREPARATION

A. Coordinate planting with other site improvements installed or not yet installed.
- Contact Diggers Hotline at least three days prior to starting any excavation work required for trees, shrubbery, or other plantings.
- Provide topsoil as per instructions of plant supplier and as specified in Section 02200 Excavation, Grading, and Backfill.
- Till and loosen subsoil, to bond with topsoil.

3.2 PLANTING PROCEDURES

A. Prepare soil, provide water, and install plants according to the instructions of the plant supplier.
B. Protect plantings from damage according to suppliers instructions and from:
- Foot or machine traffic.
- Other construction activities.

3.3 WARRANTY AND REPLACEMENT

A. **Contractor** shall warrant and if necessary replace any trees or shrubbery that die as a result of improper handling or installation.
B. **Contractor** is responsible for removal of all debris and excess material from site.
C. **Contractor** shall not be responsible for plantings including grass seed or sod that fails to germinate or grow as a result of **Owner** neglect.
D. **Owner** is responsible for following supplier's instructions for watering and caring for new plantings.

- New grass seed shall be watered per supplier's instructions.
- Newly installed sod shall be watered as necessary and according to supplier's instructions.
- New plantings including grass seed and sod shall be protected from foot and other traffic.

END OF SECTION – 02900 LANDSCAPING

DIVISION 4
MASONRY

04000 MASONRY
PART 1 – GENERAL

1.1 WORK

A. Provide all related materials, equipment, and labor required to complete the work specified.
B. Demolition and removal of existing masonry shall be in accordance with Section 02050 Demolition and as specified herein.
C. All excavation, trenching, compaction, backfill, and landscaping shall be as listed in the **Scope** and as specified in Section 02200 Excavation, Grading, and Backfill, and as specified herein.

1.2 QUALITY OF WORK

A. Provide experienced, well-trained workers competent to complete the work as specified.
B. All masonry materials shall be new from manufacturers and suppliers who specialize in masonry products.

1.3 SUBMITTALS

A. Depending on the work listed in **Scope**, a building permit may be required. **Contractor** is responsible for obtaining all required permits from the City of Milwaukee DCD Development Center (809 N. Broadway, 1st Floor) prior to starting any work.
B. **Contractor** shall, upon request of the **Inspector**, submit manufacturer's specifications to prove compliance with these **Specifications**.

1.4 MATERIALS HANDLING

A. Deliver, store, and transport materials to avoid damage to the product or to any other work.
- Return any product or materials delivered in a damaged or unsatisfactory condition.

B. Store masonry materials:
- Supported off the ground.
- Protected from weather or moisture.
- Protected from occupant and construction traffic.
- Stored neatly with level support to prevent toppling.
- Store metal connectors and fasteners in a dry location safe from physical damage.

1.5 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.
B. Confirm there is no conflict between this work and work of other trades.

PART 2 – MATERIALS

2.1 MORTAR

A. Mortar as per manufacturer's instructions and as specified herein:
- Type S.
- Type M mortar for below grade applications
- One part Portland cement.
- One-half part lime.
- Not more than four and one half parts sand, measured damp and loose.
- Compressive strength of 1800 psi at 28 days.

B. Masonry used below grade or subject to high lateral or compressive loads or severe frost should use Type M mortar, high strength mortar with 2500 psi compressive strength.
C. No admixtures or curing materials will be allowed unless specifically approved for use by the mortar manufacturer.
D. Mortar materials:

- Portland cement: Type I or II.
- Aggregate: Clean, sharp sand.
- Lime: Hydrated Type S.
- Water: Clean and potable.

2.2 ACCESSORIES AND OTHER RELATED MATERIALS

A. Install reinforcing and anchoring as required by code and as specified herein:
- Reinforcing bars: Grade 40, or as approved by the building code.
- Deformed bars for No. 3 and larger.
- Single wythe joint reinforcement: Truss type.
- Multiple wythe joint reinforcement: Truss type with moisture drip.
- Joint reinforcement: Unprotected cold-drawn steel.
- Strap anchors: Bent steel, ¼" thick, galvanized.
- Sheet metal wall ties: Corrugated galvanized steel.
- Steel wire wall ties: Galvanized steel-formed wire.
- Dovetail anchors: Bent strap, ¼" thick galvanized steel.

B. All flashing shall be non-corrosive sheet metal.

2.3 BRICK MASONRY

A. Provide brick masonry as listed in the **Scope** and as specified herein.
B. New brick type, grade, and size shall match as closely as possible to original brick.
C. Major brick foundation wall, facade, and column replacement shall require new brick as specified herein.
D. Brick masonry maybe reused provided:
- Reused brick shall only be used for repairing or patching small areas of foundations, facade, guardrails, retaining walls, etc.
- Reused brick is whole, intact and free of cracks or other defects.
- Reused brick is cleaned prior to installation by completely removing old mortar and debris.

2.4 CONCRETE UNIT MASONRY (BLOCK)

A. Provide new concrete unit masonry as listed in the **Scope** and as specified herein.
B. Concrete unit masonry used for load bearing shall comply with the following:
- Grade and type shall be: Hollow, load-bearing units Grade N, Type I, Medium Weight.
- Pattern and size to match as closely as possible to original.

PART 3 – CONSTRUCTION AND INSTALLATION

3.1 WORK PREPARATION AND CONDITIONS

A. All demolition work shall be in accordance with Section 02050 Demolition and as specified herein.
- Remove and dispose of existing masonry as indicated in the **Scope**.
- Provide demolition materials, barriers, protective covers, etc. to complete the work assigned.
- Install lead-based paint containment measures per Section 01810 Lead Dust Hazards and as specified herein when demolition will disturb painted or otherwise coated surfaces.
- Contractor shall take all necessary precautions to minimize damage to building, other work and surrounding areas of the building, yard, etc.

B. Examine site conditions and correct any conditions detrimental to the work.
- Do not do work when masonry might be harmed by rain, snow or low temperatures.
- Verify that all necessary sub-grade preparation is completed.
- Protect concrete masonry units from moisture, and keep them dry during installation.

C. Cold weather:
- Masonry work shall be protected from frost or rapid drying.
- No masonry or concrete footings shall be placed on or with frozen materials. Before placing masonry on older work, apply heat in such a manner that frost, ice, snow will be completely removed and temperature of the surface is brought to a minimum temperature of 50 degrees F. Spreading of salts or chemicals on older work to remove ice and snow is not permitted.

• After the first frost and until the mean daily temperature falls below 40 degrees Fahrenheit for more than one day, freshly laid masonry shall be protected from freezing for not less than 72 hours after it is laid. Similarly protect in the spring.
• No masonry shall be laid when the temperature outside is below 40 degrees Fahrenheit, unless suitable means are provided and used to heat the newly completed work against damage or defacement from frost or freezing.
• When outside temperature drops below 40 degrees Fahrenheit, all masonry units and mortar intended for use shall be heated to a minimum temperature of 50 degrees F. and used when at a temperature of between 40 to 60 degrees F. The temperature of the separate mixing materials shall not exceed 150 degrees F.
• Masonry sand shall be heated to at least the minimum mortar temperature required above. The sand shall be heated slowly and evenly to prevent scorching. Scorched sand shall not be used in mortar. • No anti-freeze or other ingredients shall be used to lower the freezing temperature of mortars. Admixtures except for those specified by the manufacturer are not allowed.
• All newly placed masonry shall be kept from freezing for a period of at least 72 hours (3 days) after it is laid.
• The **Contractor** shall supply temporary enclosures, artificial heat and such other protective methods as needed to protect masonry from cold temperatures.
• The **Contractor** is responsible for danger to workers and carbonization of masonry and concrete resulting from the use of salamanders or other heating devices, which directly exhaust CO gases.

3.2 WORK LAYOUT AND PREPARATION

A. Examine and layout work to establish and assure correct:
- Coursing and patterns.
- Elevation of base course.
- Opening sizes and locations.
- Sill and header heights and sizes.
- Location and sizing of beam pockets, or other openings.

B. Check and if necessary correct building structural members that support masonry to assure they are:
- Correctly located.
- Plumb.
- Aligned.
- Braced.
- Clean.

C. Install attachments that support masonry as required by building code or as specified herein.

D. Put in place, anchor, plumb and level metal work that will be embedded in masonry:
- Angles.
- Lintels.
- Bucks and frames.

E. Put appurtenances in place, anchoring them and protecting them from damage.
- Flashing and counter flashing.
- Expansion felt.
- Piping and conduit.
- Ductwork.
- Sleeves.

3.3 UNIT MASONRY INSTALLATION AND MORTAR APPLICATION

A. Lay masonry plumb, level, square, and true to line, matching existing workmanship, joints and bond.
- Rebuild walls, etc. to match the original design.
- Lay out work so minimum cutting is required, using only whole brick or block where possible.
- Where cutting is necessary, cut brick or block to neat, true line without chips on exposed faces.
- Conceal cut faces where possible.
- Do not lay brick or block less than ¼” in length in exposed work.
- If any brick or block must be removed or shifted after it has been laid, remove setting mortar, clean brick or block thoroughly, apply fresh mortar and re-lay.
- Solidly fill with mortar intersections between bricks or blocks and other materials.
- Solidly fill joints and line pin holes.

B. When brick or block laying has been delayed for more than one hour, clean masonry of exposed mortar, then wet by water spray when necessary .

C. Amount of wetting depends on rate of absorption of brick or block at time of laying.

- When being laid, brick or block shall have a suction sufficient to hold mortar and absorb excess moisture, yet leave mortar sufficiently damp so it remains plastic enough to permit brick to be leveled and plumbed after being laid without breaking mortar bond.

D. Mortar joints:

- Do mortar applications promptly.
- Construct mortar joint sizes to match original joint style.
- Provide full head and bed joints.
- Properly butter masonry unit edges.
- Completely fill joints: bed, cross, end, and head.
- Do not tool joints prematurely before initial mortar set.
- Tool joints without damaging mortar.
- Promptly point holes, such as for line nails, as work proceeds.
- Fully bed copings, blocks, and caps, and completely point joints.
- Remove wedges as work progresses.
- Repair defective units as work progresses.
- Completely fill and level bed joints on lintels.
- Lay brick or block courses in reference to a level line.
- Align and plumb vertical joint lines in alternate courses.
- Keep wall face plumb and aligned story by story.

E. Install caulking, control joints, lintels, and flashing as listed in the **Scope**, required in building code, and as specified herein.

- Keep caulking spaces at window and doorframes uniform and of acceptable size.
- Keep spaces for expansion/contraction control joints uniform and of acceptable size.
- Recess window and door lintels from face of wall.
- Tightly mortar chimney, parapet wall or other flashings into masonry work.
- Repoint counterflashing after roofers have turned it back over base flashing.

3.4 TUCKPOINTING BRICK AND BLOCK

A. Rake clean all mortar joints that are cracked and/or deteriorated as listed in the **Scope**.

- Rake clean to a point where solid, but to a minimum of ½ inch deep.
- Tuckpoint cleaned joints with new mortar.
- Strike all mortar joints to match existing joint style.

B. Mortar (Type S or M) should be as listed herein.

- Mortar color shall match as closely as possible to existing.

3.5 MASONRY ACCESSORIES AND REINFORCING

A. Provide and install metal ties for bonding as required by building code and as specified herein.

- Assure compliance in types, sizes, spacing, depth of anchoring, and corrosion resistance.

3.6 FOUNDATION PARGING AND WATERPROOFING

A. Parge and waterproof foundation walls as listed in the **Scope**, required by the building code, or specified herein.

- Parging shall be smooth, consistent, and provide full coverage.
- Parge or otherwise treat walls as required to receive backfill.
- Do not backfill prior to proper curing of parging.
- Use waterproofing manufacturer's recommended curing procedures.

B. Backfill as indicated on the **Scope** and as specified in Section 02200 Excavation, Grading, and Backfill.

3.7 WORK PROTECTION AND CLEANING

A. Clean all surfaces during work and immediately upon completion:

- Don't allow mortar to enter expansion joints.
- Don't allow any mortar droppings on sills, copings, and projecting courses.

- Scrape mortar extrusions off inside wall.
- Clean mortar droppings from brick, anchors and straps, to avoid water bridges.
- Clean or replace any finished brick or block damaged by spilled concrete or mortar.

B. Clean work site, and completely remove debris and excess material from site.

3.8 REPAIR

A. After installation, inspect all work for improper installation or damage.

B. Repair or replace work not in compliance with the **Scope** or these **Specifications**.

- Repairs shall be made at the direction of the **Inspector**.
- Repairs shall be made at the **Contractor**'s expense.
- Repair work should be undetectable.

C. **Contractor** shall make all repairs necessary to restore **Owner**'s property and any adjacent properties damaged as a result of the **Contractor**'s work.

END OF SECTION – 04000 MASONRY