

## GENERAL BID CONDITIONS AND INSTRUCTIONS

### ACQUISITION/REHABILITATION PROGRAM

Financing for work under this contract is provided through the City of Milwaukee, Neighborhood Improvement Development Corporation (NIDC).

### ADDENDA

If NIDC determines the necessity for additional information and/or clarification(s), an Addendum will be posted on the internet at <http://city.milwaukee.gov/NeighborhoodImprovement/NIDCBIDPackages.htm>. Any addendum will be posted at least one week before bids are due. To be eligible, all bidders must acknowledge receipt of the Addendum/Addenda, if issued.

### BIDDER ELIGIBILITY

1. Contractor must have experience with similar projects and hold a current City of Milwaukee Home Improvement contractor's license, or hold other licensing as required.
2. Contractor certifies that neither he/she nor any of his/her subcontractors is ineligible to be awarded a federally-funded contract.
3. Contractor may not be debarred by NIDC. A copy of the NIDC debarment policy is available on request. Generally, NIDC considers debarment if a contractor does not perform satisfactory work, fails to pay sub-contractors or material suppliers, fails to complete jobs on time, or in other respects does not meet reasonable standards of performance.
4. Contractors are hereby notified that NIDC will check public records to verify that it, and entities controlled in whole or in part by it and its principal owners is not delinquent with property tax payments due the City of Milwaukee, does not have outstanding code orders for properties located in the City of Milwaukee, does not have a record of fines for unabated City of Milwaukee building code violations, and does not have felony convictions related to neighborhood safety and stability.
5. Contractor shall, as part of her/his bid, submit:
  - a) A list of the principal owners of the firm submitting the bid,
  - b) A list of all property located in the City of Milwaukee owned by Contractor and its principal owners.
  - c) Birth date and other information as requested by NIDC to verify court and other records.
  - d) Failure to provide this information will result in delays and may be cause for rejection of your bid.

### BID REJECTION/ACCEPTANCE

1. NIDC reserves the right to reject any and all bids and to waive informalities. It is NIDC policy that, if: (a) the Contractor's proposal/bid complies with the specifications and other requirements, and (b) the Contractor meets NIDC's minimum requirements as outlined herein, and (c) the selected bid is reasonably within range of the market price for the work, then NIDC may select any Contractor who, in NIDC's opinion, is the most responsible and responsive bidder.
2. When a contractor's bid is accepted, he/she shall receive the following documents for execution.
  - a. Contract to Perform Rehabilitation Work
  - b. Subcontractor Schedule
  - c. Standard Contractor Invoice Documents
  - d. Log of Hours Worked

### CONTRACT CONDITIONS

On written request, NIDC will provide contractors a blank template of the Contract language, which includes provisions for liquidated damages, contract cancellation, and other terms and conditions.

## PERMITS

Not applicable.

## PAYMENTS

LOG OF HOURS WORKED: Contractors are hereby notified that a completed and signed “Log of Hours Worked” is a required submission with every invoice. A sample form is included with these bid instructions.

## SPECIFICATIONS

Not applicable.

## WITHDRAWAL OF BIDS

Bids may be withdrawn only in total, and only by a written request prior to the award of the contract. NIDC has sole discretion to grant a request for a bid withdrawal, and only in the case of an error that will result in a significant financial hardship.

## 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

## 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.

## EMERGING BUSINESS ENTERPRISES (EBE) AND SECTION 3 WORK FORCE PARTICIPATION

Contractors are notified that it is NIDC policy to strongly encourage EBE and Section 3 participation on all NIDC-sponsored contracts. Information about the City of Milwaukee’s EBE programs is available at <http://www.city.milwaukee.gov/EmergingBusinessEnte1389.htm>.

## CONTRACTOR RESPONSIBILITIES UNDER SECTION 3

### WHAT IS SECTION 3?

Section 3 is enforced by the U.S. Department of Housing and Urban Development (HUD.) Section 3 seeks to ensure that low income residents of the local community have access to the employment and contracting opportunities created by HUD funded programs. NIDC supports and encourages HUD’s Section 3 goals.

### What projects are subject to Section 3?

If you are a contractor who receives an NIDC contract for more than \$100,000, your project is subject to Section 3 requirements and you have certain responsibilities to comply with Section 3. Whether or not your bid on this project is over \$100,000, NIDC requests that you and your subcontractors fill out a “Section 3 Business Certification Form.”

### What are Contractors’ responsibilities under Section 3?

If you are a contractor who, in a single contract, receives more than \$100,000 of Federal funding through NIDC, the following requirements apply to your project and will be included in the contract (See attached “Section 3 Clause” for language which will be included in contracts):

1. Include the “Section 3 Clause” (see attached) in all contracts with your subcontractors on this project.
2. Submit a “Section 3 Business Certification Form” and require all subcontractors working on a NIDC funded project to submit a “Section 3 Business Certification Form.”
3. Strive to meet the Section 3 Business participation goal of at least 10% of the total dollar amounts of construction contracts or subcontracts associated with this contract are awarded to Section 3 Businesses (the definition of a Section 3 Business is below).
4. If this contract results in you or your contractors/subcontractors hiring new employees, you and your contractors/ subcontractors must attempt to identify and hire qualified Section 3 residents (the definition of a Section 3 resident is below) to fill these positions. “Attempt” means efforts such as recruiting low-income residents through local advertising media, displaying signs at the project site, contacting area community and workforce development organizations, or similar methods. If new employment opportunities are created as a result of this project, NIDC will require documentation of the steps you and your contractors/subcontractors took to identify and hire qualified Section 3 residents.
5. Submit a Section 3 Participation Report at the conclusion of each project.

What is a Section 3 Business?

Section 3 Businesses are one of the following:

1. Businesses that are 51% or more owned by Section 3 Residents.
2. Businesses where at least 30% of employees are currently Section 3 Residents, or were within three years of the date of hire.
3. Businesses that commit to and document that at least 25% of the dollar amount of all subcontracts associated with its work on a project will be carried out by businesses which meet one of the two above criteria.

Who is a Section 3 Resident?

Section 3 Residents are:

1. Residents of Public Housing or
2. Individuals that reside in the City of Milwaukee **and** whose household incomes do not exceed the thresholds below.

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$41,000	\$46,850	\$52,700	\$58,550	\$63,250	\$67,950	\$72,650	\$77,300

Is there a current list of Section 3 Businesses?

There is no current list of Section 3 Businesses in the Milwaukee Area. Currently, NIDC relies on businesses self-certification to determine whether or not a business is a Section 3 Business. While the criteria are not identical, many City of Milwaukee certified Emerging Businesses Enterprises (EBEs) may also qualify as Section 3 Businesses. A list of EBEs is available at:

<http://www.city.milwaukee.gov/EmergingBusinessEnte1389.htm>

If you or your sub-contractors are seeking a referral source for qualified Section 3 Residents to be considered for new employment opportunities arising out of NIDC funded projects, please contact the Wisconsin Regional Training Partnership at 414-342-9787 or the Milwaukee Area Workforce Investment Board at 414-270-1700. If you have additional questions about Section 3 requirements, please contact NIDC.

**City of Milwaukee – Neighborhood Improvement Development Corporation**  
**Section 3 Business Certification**

**Section 3 Business Criteria:** Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full-time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above.

**Section 3 Person Criteria:** A Section 3 qualified person must:

- 1.) Be a resident of Public or Indian Housing; or,
- 2.) Live in the City of Milwaukee **and**, earn no more than the following amounts:

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$41,000	\$46,850	\$52,700	\$58,550	\$63,250	\$67,950	\$72,650	\$77,300

**Section 3 Statement:** Please check the appropriate box below.

- My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

**Note:** The City of Milwaukee or NIDC may request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business. If you are found to have intentionally falsified any information on this report, you may be prohibited from bidding on future City of Milwaukee or NIDC projects. If you have any questions about this form, please call NIDC.

## SECTION 3 CLAUSE

(for inclusion in all section 3-covered contracts)

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Non compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**Job Address:** \_\_\_\_\_

**Date of Invoice:** \_\_\_\_\_

**Log of Hours Worked**

This project was funded through the American Recovery & Reinvestment Act (ARRA.) and/or the US Department of Housing and Urban Development. Attach this form to every invoice submitted for this job address.

**Failure to provide the information WILL result in delay of payment.**

For this invoice, enter the total number of man-hours worked on this job. Enter "0" if applicable:

a) Number of man-hours worked on this job by you and your employees: \_\_\_\_\_

b) Number of man-hours worked on this job by your sub-contractors: \_\_\_\_\_

c) If other work was performed, enter the type of work done (example: professional services) and the number of hours:

Type of work: \_\_\_\_\_ Number of man-hours \_\_\_\_\_

Type of work: \_\_\_\_\_ Number of man-hours \_\_\_\_\_

Enter below the names of all individuals, including yourself, who performed work related to this invoice. You do not need to enter the number of hours each individual worked. Attach additional sheets if necessary:

Name	Type of Work Performed (Example, Roofing, Carpentry, etc.)	New Hire for this job (Y/N) If yes, employee must provide Section 3 status on Section 3 Certification Form.

I certify that the information provided above is true and accurate.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# Examination of Building Sewer Laterals

April 25, 2012

## Scope of Work

1. Furnish all labor, materials, tools, equipment to provide for the examination of up to 35 yet-to-be-named residential building sewer laterals.
2. The properties will be scattered sites. While the NIDC will group work where practical, the contractor shall assume the work will be ordered on a property-by-property basis.
3. A written report and DVD shall be submitted for each completed lateral run. Videos shall provide a clear, well-lit visual of the periphery (top, bottom, and sides) of sewer lateral from the interior clean-out up to the point where the lateral connects to the sewer main.
4. Station runs starting with zero at the beginning. The system shall include a metering device so that the exact location of any point within the lateral can be recorded. The stationing shall be continuously displayed on the DVD. Examinations shall be conducted at a rate of no greater than 15 feet per minute. The quality of DVD shall be such that the service connections and all defects are clearly visible.
5. Each sewer examination and report shall include a visual and written identification of the following:
  - Date of the examination
  - Property address
  - Lateral size and material type (e.g. PVC, etc.)
  - Beginning and ending tape counter numbers
  - The length of the lateral, starting at the house cleanout to the end of the lateral where it terminates at the sewer main.
  - Direction of camera movement
  - Start and end stations of all pipe defects and features, including:
    - Pipe collapsed.
    - Pipe gull-winged or losing shape and extent thereof (amount of deformation).
    - Missing pieces of pipe (size and location by clocking).
    - Longitudinal cracks (width of crack and location by clocking).
    - Circular cracks (width of crack and location by clocking).
    - Pipe wall deterioration and defects.
    - Open joints (width of joint opening).
    - Offset joints (offset in inches and location).
    - Mineral deposits (size and location by clocking).
    - Roots at joints (classified as heavy, medium or light and location by clocking).
    - Roots in connections (classified as heavy, medium or light).
    - Joint leaks (estimated infiltration by gallons per minute [gpm], location by clocking, and classified as clear or containing sediment particles).
    - Crack leaks (estimated infiltration by gpm and classified as clear or containing sediment particles).

Deviations in horizontal or vertical alignment (i.e., bends and sags).  
Changes in pipe cross-section.  
Any other defect or features that should be noted.

### Other Information

The yet-to-be-named properties will be scattered sites, and most if not all properties will be vacant. NIDC staff will not accompany the contractor. The contractor will pick up and drop off keys at the NIDC offices located at 809 N Broadway, or will be provided lock box codes, where available. Contractor shall quote an all-inclusive price on a per-property basis.

### Submittals

Written reports and DVD's shall be submitted to the NIDC offices located on the 3<sup>rd</sup> floor of 809 N Broadway, Milwaukee, Wisconsin.

Reports will be due in the NIDC offices within 7 days of a written (e-mail) notice. Each report shall be a written report accompanied by a DVD.

# Bid Submission Form

This bid document consists of two (2) pages. All pages must be completed and submitted as your bid. Bid forms must be received no later than:

Monday May 7, 2012.

CONTRACTOR agrees this bid shall remain in effect for a period of sixty (60) days. If the OWNER takes no action during the 60 days, the bid shall become void without recourse by either party.

## BIDDING

Contractors should submit bids to do EXACTLY the work AS DESCRIBED.

## MAIL OR DELIVER BIDS TO THE OWNER AT CURRENT ADDRESS

Owner: Neighborhood Improvement Development Corporation

Project Address: Per Scope of Work

Current Address: 809 N Broadway

Phone: c/o Shannon Boone 414-286-5719

The contractor accepts and agrees to all of the terms and conditions stated in the General Bid Conditions and instructions which are incorporated herein by reference. The contractor hereby further agrees to execute a contract for performance of work as outlined in the "Scope of Work" dated April 25, 2012.

The cost per building to prepare a Building Sewer Lateral Report: \$ \_\_\_\_\_.

Company \_\_\_\_\_ name

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

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

Phone \_\_\_\_\_

City License # \_\_\_\_\_

Lead License No \_\_\_\_\_

Contractor Insurance

Expiration. Date \_\_\_\_\_

By: \_\_\_\_\_

Signature

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

Title \_\_\_\_\_

Witness \_\_\_\_\_

Federal contractor tax id #or social sec # \_\_\_\_\_

Note: one of these numbers is required to validate this bid.

If other than sole proprietor, complete the following:

I certify that I am the \_\_\_\_\_ (Officer or Title) of the corporation named as contractor herein; that \_\_\_\_\_ (Name of bidder) who signed this bid form on behalf of the contractor was the authorized representative, of said corporation; that said bid form was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

BY: \_\_\_\_\_

Acceptance By Contractor

I have reviewed all bids and hereby accept this bid. I understand that this acceptance is final and may not be revoked subsequent to approval by the NIDC Administrative Review Committee.

Owner's Signature: \_\_\_\_\_

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

Owner's Signature: \_\_\_\_\_

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

## Contractor Ownership Information

Thank you for submitting a bid for a NIDC-sponsored rehabilitation. If you have not been awarded a contract through NIDC in the past 12 months, you must complete this form.

I (we) certify that this information is true, accurate, and complete. I (we) understand that incomplete or inaccurate information may mean my (our) bid will not be accepted by NIDC.

Failure to complete the form may disqualify your bid. Please print clearly.

Full, legal name of your contracting business (no abbreviations):

\_\_\_\_\_

Address of business: \_\_\_\_\_

List all owners & partners of this business:

First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

List addresses of all properties located in the City of Milwaukee that are owned in whole, or in part, by any owner or partner of the contracting business. Include properties under all forms of ownership including LLC's, incorporated businesses, partnerships, etc.

- |    |               |                         |                              |                             |
|----|---------------|-------------------------|------------------------------|-----------------------------|
| 1. | Address _____ | Property taxes current? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|    |               | Open code orders?       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | Address _____ | Property taxes current? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|    |               | Open code orders?       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | Address _____ | Property taxes current? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|    |               | Open code orders?       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Address _____ | Property taxes current? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|    |               | Open code orders?       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. | Address _____ | Property taxes current? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|    |               | Open code orders?       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. | Address _____ | Property taxes current? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|    |               | Open code orders?       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Attach additional sheets if necessary.