

OFFICIAL NOTICE

PUBLISHED BY THE DEPARTMENT OF NEIGHBORHOOD  
SERVICES OF THE CITY OF MILWAUKEE

**INVITATION FOR BIDS FOR DEMOLITION PROJECT #103014**

THE COMMISSIONER OF THE DEPARTMENT OF NEIGHBORHOOD SERVICES OF THE CITY OF MILWAUKEE ("Commissioner"), Milwaukee, Wisconsin, acting pursuant to Sec. 7-22-3, Milwaukee City Charter, will receive sealed bids in triplicate for furnishing all labor and materials and performing all work necessary for and incidental to **the demolition of four (4) primary buildings** located in the city of Milwaukee, Wisconsin, until 9:00 a.m.(central time) on Thursday October 30th, 2014 at which time all bids will be publicly opened and read. Any bids received after that time may be rejected and returned unopened.

**BIDDERS TAKE NOTICE: THE ABATEMENT OF ASBESTOS AND OTHER HAZARDOUS MATERIALS HAS BEEN COMPLETED BY OTHERS PRIOR TO THE AWARDING OF THIS PARCEL AT 3046 North 21st . ALL OTHER PARCELS THE ABATEMENT OF ASBESTOS AND OTHER HAZARDOUS MATERIALS IS TO BE COMPLETED BY THE CONTRACTOR**

**CONTRACTORS MUST PROVIDE WRITTEN NOTICE AND POST IN A CONSPICUOUS LOCATION TO ALL OCCUPANTS ADJACENT TO OR ON THE STREET FACE WHERE THE DEMOLITION OCCURS.**

**All parcels must be demolished and invoiced by December 30, 2014**

1. Bids shall be awarded to lowest, qualified, responsive, and responsible bidder on a lump sum basis.
2. All bids shall be held open for a period of sixty (60) days subsequent to the opening of bids and no bid may be withdrawn without the written consent of the Commissioner. **IN THE EVENT THE COMMISSIONER, DURING THE SIXTY DAYS FOLLOWING BID OPENING, TAKES NO ACTION RELATIVE TO THE BID OR BIDS RECEIVED, THEN THE BID OR BIDS SHALL BECOME NULL AND VOID WITHOUT RECOURSE OF ANY KIND BY EITHER THE BIDDER OR COMMISSIONER, ACTING ON BEHALF OF THE CITY.**

As part of the bid, each bidder shall submit a full and complete list of all the proposed subcontractors and the class of work to be performed by each, which list shall not be altered without the written consent of the Commissioner.

The Commissioner reserves the right to reject any and all bids at any time, if it is in the best interests of the City, and to waive any informalities in bidding.

Attention is called to the fact that: (a) per changes in State Statute 66.0903, effective July 1, 2011 prevailing wage rates do not apply to work advertised or performed under these bid/contract documents; (b) 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 Ordinance This provision must be included in all subcontracts. (c) 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. (d) 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.

Successful bidder will be required to complete an Affidavit of Compliance/Disclosure of Participation in or Profits Derived from Slavery by Contractors before contract can be executed, if the company was established in or before 1865.

Small Business Enterprise (SBE) requirement for this project is 25% of the contract Base bid.

**For a complete listing of City of Milwaukee certified SBE firms please contact the Office of Small Business Development at 414-286-5534. More information can be found at [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd)**

**Section 3 Participation Estimated project Work Force Breakdown must be submitted with bid or within 3 calendar days of bid opening**

**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.**

COPIES OF THE CONTRACT DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT <http://city.milwaukee.gov/Demobids>

PRINTED COPIES MAY BE PURCHASED IN PERSON AT THE DEPARTMENT OF NEIGHBORHOOD SERVICES AT THE ADDRESS SHOWN BELOW. THE COST IS \$.20 PER PAGE.

DEPARTMENT OF NEIGHBORHOOD SERVICES  
OF THE CITY OF MILWAUKEE  
841 NORTH BROADWAY RM 105  
MILWAUKEE WI 53202-3650

October 20th, 2014  
October 21st, 2014

CONTRACT AND BID DOCUMENTS

For

DEMOLITION PROJECT

Bid Opening October 30 2014 at 9:00 AM

Milwaukee Wisconsin

DEPARTMENT OF NEIGHBORHOOD SERVICES

CITY OF MILWAUKEE

CONDEMNATION DIVISION

Room 105

841 North Broadway

Milwaukee, Wisconsin 53202-3650

**WHEN SUBMITTING A BID FOR THIS PROJECT, PLEASE USE  
FORMS INCLUDED IN THIS PACKET**

## **5.0.0**

### **TECHNICAL SPECIFICATIONS**

(for this contract only)

#### **5.1.0. PARCEL LOCATION AND DESCRIPTION OF STRUCTURES FOR BID OPENING ON Thursday, OCTOBER 30<sup>th</sup> , 2014, at 9:00 A.M.**

Parcel numbers, street addresses, approximate sizes of main structures to be demolished under this contract are listed on Section 5.7.0.

#### **5.2.0. WORK BY OTHERS**

Certain disconnections from utilities to be made by others are noted under sec. 4.3.23, entitled "Utility Services: Protection and Disconnection."

#### **5.3.0. WORK NOT INCLUDED IN CONTRACT**

- A. Work mentioned in Technical Specifications as not being a part of this contract.
- B. Replacing of curb and walk removed in connection with demolition of street walk basements (sidewalk vaults).
- C. Trees which are not damaged and are not obstructions to demolition as interpreted by the Commissioner or unless otherwise noted in the Technical Specifications.

#### **5.4.0. DEMOLITION WORK WITHIN PARCELS**

- A. The structures, including foundation walls, columns, piers, floors, partitions, and attached appurtenances shall be removed down to a level two feet below the present ground level unless otherwise noted in Section 5.6.0 SCHEDULE OF DETAILED WORK WITHIN PARCELS and in any case two feet below the accepted finished grade by any method allowable under the City Building Code except for the following provisions.
- B. It shall be understood that the Contractor shall take whatever precautions are necessary to protect the City sidewalk. The Contractor shall also provide protection to the electric power poles and lines.
- C. The Contractor shall remove all portions of footing and foundation walls to a depth of two feet below finish grade unless otherwise noted in Section 5.6.0 SCHEDULE OF DETAILED WORK WITHIN PARCELS. All building concrete slabs, concrete stoops and concrete stairs to the buildings are also to be removed.
- D. All material and debris, which would be disallowed for use as, fill by sec. 4.5.6. is to be completely removed from the site and properly disposed of in accordance with all Environmental Requirements (as defined in sec. 4.5.1. above), except with the express advance, written permission of the Commissioner.
- E. All concrete or masonry floors below existing grade shall be broken up to pieces no larger than approximately one foot in all directions to permit fill to drain.

### **5.5.0. SCHEDULE OF DRAWINGS**

None.

### **5.6.0. SCHEDULE OF DETAILED WORK WITHIN PARCELS**

**FAILURE TO REQUEST OPEN BASEMENT INSPECTION WILL RESULT IN THE INSPECTOR REQUIRING COMPLETE REEXCAVATION OF THE PARCEL.**

**CONTRACTOR IS REQUIRED TO CONTACT THIS DEPARTMENT TO ARRANGE FOR AN INSPECTION IF ADDITIONAL ASBESTOS-CONTAINING MATERIALS ARE FOUND IN THE BUILDING AFTER ASBESTOS ABATEMENT ACTIVITIES OR DEMOLITION HAS COMMENCED.**

**IF MORE THAN 5 WASTE TIRES ARE REMOVED FROM SITE, THEY MUST BE TRANSPORTED BY A LICENSED WASTE TIRE TRANSPORTER. LICENSED TRANSPORTER MUST BE LISTED IN THE LIST OF SUBCONTRACTORS SUBMITTED WITH THE BID DOCUMENTS IF OTHER THAN PRIME CONTRACTOR. FOR INFORMATION ON LICENSED TRANSPORTERS, CONTACT CITY OF MILWAUKEE WASTE TIRE COORDINATOR AT 414-286-5028.**

**MANAGEMENT OF ANY MERCURY-CONTAINING PRODUCTS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.**

**MANAGEMENT OF ANY PCB'S OR PCB-CONTAINING PRODUCTS AND MERCURY-CONTAINING PRODUCTS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS, INCLUDING CHAPTER NR157 OF THE WISCONSIN ADMINISTRATIVE CODE.**

**ANY REFRIGERANTS ON SITE MUST BE RECLAIMED BY A CERTIFIED CFC RECLAIMER. CERTIFIED RECLAIMER MUST BE LISTED IN THE LIST OF SUBCONTRACTORS SUBMITTED WITH THE BID DOCUMENTS IF OTHER THAN PRIME CONTRACTOR.**

**REQUIRED EROSION CONTROL MEASURES FOR PARCELS: CONTRACTOR SHALL BE REponsible FOR OBTAINING AN EROSION CONTROL PERMIT AND INSTALLING CONTROL MEASURES PER THE REQUIREMENTS OF CHAPTER 290 OF THE MILWAUKEE CODE OF ORDINANCES. MEASURES MUST BE IN PLACE PRIOR TO DEMOLITION ACTIVITIES COMMENCING. CONTROL MEASURES MUST BE INTACT AT FINAL INSPECTION AND ARE TO REMAIN ON SITE.**

## 5.6.0. SCHEDULE OF DETAILED WORK WITHIN PARCELS

(ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES DEMOLITION AND SITE CLEARANCE  
GENERAL SPECIFICATIONS (1999 REVISION))

*NOTE: The City of Milwaukee has contacted WE energies to cut off the gas and electric for these parcels.*

Parcel 1 3020 North 19<sup>th</sup> St-1.5 story wood frame single family dwelling

**Remove:** dwelling, (north) fence concrete steps, railings, and parking slabs, sidewalks, trees, bushes, shrubs and one (1) oil tank

All else to remain

**Note:** 19<sup>th</sup> street is a one way street going south.

**NOTE: BID PRICE MUST INCLUDE THE PROPER REMOVAL AND DISPOSAL OF ANY ASBESTOS CONTAINING MATERIALS OR ANY OTHER HAZARDOUS MATERIALS LISTED IN THE REPORT FROM HMG.**

Contractor shall be responsible for removal of all tree stumps on this parcel as part of the demolition. FOOTINGS, FOUNDATION WALLS AND BASEMENT FLOOR SLAB ARE TO BE COMPLETELY DISPLACED AND BROKEN UP TO A SIZE NO LARGER THAN ONE CUBIC FOOT IF TO BE USED AS FILL MATERIAL. ALL CONCRETE RUBBLE PLACED FOR FILL SHALL NOT BE LARGER THAN ONE FOOT IN ANY DIMENSION. SIXTY PERCENT OF THE AGGREGATE MUST BE NO LARGER THAN SIX INCHES IN ANY DIMENSION. CONCRETE CAN BE BROKEN UP AND STABILIZED WITH OTHER PERMITTED FILL AND THE EXCAVATION BACKFILLED. OPEN BASEMENT INSPECTION REQUIRED AFTER MATERIALS HAVE BEEN REMOVED OR BROKEN UP. OPEN BASEMENT INSPECTION REQUIRED AFTER MATERIALS HAVE BEEN REMOVED.

**All parcels must be demolished and invoiced by  
December 30, 2014**

Parcel 2 3046 North 21<sup>st</sup> St-1.5 story wood frame duplex

Remove dwelling, retaining wall, fences, garage slabs, patio, driveways, sidewalks, clothes poles, concrete steps, railings, trees, bushes, shrubs and (1) one driveway approach

All else to remain

Alley Access

Contractor shall be responsible for removal of all tree stumps on this parcel as part of the demolition.

FOOTINGS, FOUNDATION WALLS AND BASEMENT FLOOR SLAB ARE TO BE COMPLETELY DISPLACED AND BROKEN UP TO A SIZE NO LARGER THAN ONE CUBIC FOOT IF TO BE USED AS FILL MATERIAL. ALL CONCRETE RUBBLE PLACED FOR FILL SHALL NOT BE LARGER THAN ONE FOOT IN ANY DIMENSION. SIXTY PERCENT OF THE AGGREGATE MUST BE NO LARGER THAN SIX INCHES IN ANY DIMENSION. CONCRETE CAN BE BROKEN UP AND STABILIZED WITH OTHER PERMITTED FILL AND THE EXCAVATION BACKFILLED. OPEN BASEMENT INSPECTION REQUIRED AFTER MATERIALS HAVE BEEN REMOVED OR BROKEN UP. OPEN BASEMENT INSPECTION REQUIRED AFTER MATERIALS HAVE BEEN REMOVED.

**NOTE: THE ABATEMENT OF ASBESTOS AND OTHER HAZARDOUS MATERIALS HAS BEEN COMPLETED BY OTHERS PRIOR TO THE AWARDED OF THIS PARCEL**

**All parcels must be demolished and invoiced by December 30, 2014**

Parcel 3 3342 North 21<sup>st</sup> St.-1.5 story wood frame single family(front) dwelling  
3342(A) North 21<sup>st</sup> 2 story wood frame single family (rear) dwelling

Remove front dwelling, rear dwelling, fences, garage slabs, sidewalks, concrete steps, trees, bushes and shrubs, 3342(A)-Remove fence on South lot line only

All else to remain

Contractor shall be responsible for removal of all tree stumps on this parcel as part of the demolition. FOOTINGS, FOUNDATION WALLS AND BASEMENT FLOOR SLAB ARE TO BE COMPLETELY DISPLACED AND BROKEN UP TO A SIZE NO LARGER THAN ONE CUBIC FOOT IF TO BE USED AS FILL MATERIAL. ALL CONCRETE RUBBLE PLACED FOR FILL SHALL NOT BE LARGER THAN ONE FOOT IN ANY DIMENSION. SIXTY PERCENT OF THE AGGREGATE MUST BE NO LARGER THAN SIX INCHES IN ANY DIMENSION. CONCRETE CAN BE BROKEN UP AND STABILIZED WITH OTHER PERMITTED FILL AND THE EXCAVATION BACKFILLED. OPEN BASEMENT INSPECTION REQUIRED AFTER MATERIALS HAVE BEEN REMOVED OR BROKEN UP. OPEN BASEMENT INSPECTION REQUIRED AFTER MATERIALS HAVE BEEN REMOVED.

**NOTE: BID PRICE MUST INCLUDE THE PROPER REMOVAL AND DISPOSAL OF ANY ASBESTOS CONTAINING MATERIALS OR ANY OTHER HAZARDOUS MATERIALS LISTED IN THE REPORT FROM HMG. PARCEL 3342A NORTH 21<sup>ST</sup> ST INSPECTOR WAS UNABLE TO GAIN ACCESS TO ALL AREAS OF THE DWELLING. ON-SITE MONITORING BY A CERTIFIED ASBESTOS SPECIALIST WILL BE REQUIRED DURING DEMOLITION. THIS COST SHOULD BE INCLUDED IN THE BID PRICE**

**All parcels must be demolished and invoiced by December 30, 2014**

Any waste tires at the site must be transported by a LICENSED WASTE TIRE TRANSPORTER. Licensed transporter must be listed in the list of subcontractors submitted with the bid documents - if other than prime contractor. For information on LICENSED TRANSPORTERS, contact the CITY OF MILWAUKEE WASTE TIRE COORDINATOR at 414-286-5028.

**MANAGEMENT OF ANY MERCURY-CONTAINING PRODUCTS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.**

**MANAGEMENT OF ANY PCB'S OR PCB-CONTAINING PRODUCTS AND MERCURY-CONTAINING PRODUCTS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS, INCLUDING CHAPTER NR157 OF THE WISCONSIN ADMINISTRATIVE CODE.**

**FAILURE TO REQUEST OPEN BASEMENT INSPECTION WILL RESULT IN THE INSPECTOR REQUIRING COMPLETE REEXCAVATION OF THE PARCEL.**

**CONTRACTOR IS REQUIRED TO CONTACT THIS DEPARTMENT TO ARRANGE FOR AN INSPECTION IF ADDITIONAL ASBESTOS-CONTAINING MATERIALS ARE FOUND IN THE BUILDING AFTER ASBESTOS ABATEMENT ACTIVITIES OR DEMOLITION HAS COMMENCED. CONTRACTOR IS REQUIRED TO CONTACT THIS DEPARTMENT TO ARRANGE FOR AN INSPECTION IF ADDITIONAL ASBESTOS-CONTAINING MATERIALS ARE FOUND IN THE BUILDING AFTER ASBESTOS ABATEMENT ACTIVITIES OR DEMOLITION HAS COMMENCED.**

**Any refrigerants on site must be reclaimed by a Certified CFC Reclaimer**

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DEMOLITION PROJECT OPENING 10-30-14  
LOCATION AND DESCRIPTION OF BUILDINGS TO BE DEMOLISHED

Parcel Number	Address	Stories	Construc.	Occupancy	Families	Owner	Cubic Footage
1)	3020 North 19 <sup>th</sup> St	1.5	frame	dwelling	1	City	12,000
2)	3046 North 21 <sup>st</sup> St	1.5	frame	dwelling	2	City	16,128
3)	3342 North 21 <sup>st</sup> St (front)	1.5	frame	dwelling	1	City	12,900
	3342(A) North 21 <sup>st</sup> St (rear)	2.0	frame	dwelling	1	City	16,800

Demolition contractor has the responsibility of verifying the listed information before bid is submitted. Bid is to be based upon contractor's own inspection of the structures and sites. No guarantee is made as to the accuracy of the above listed information, and the bid/contract shall not be invalidated by any errors in the descriptions and sizes listed.

## BUILDING INSPECTION DEMOLITION PROJECTS

### FORMAL BIDS

The complete Bid Documents shall include three Bids for Demolition forms, one Noncollusion Affidavit of Prime Bidder, one Bid Bond form, one Bid Bond Form Affidavit, one Certificate as to Corporate Principal a complete List of Subcontractors, a completed Form B a completed Section 3 clause and Section 3, an affidavit of Compliance with the Small Business Enterprise, Provisions and Section 3 and the Price Break down sheet.

The demolition contractor must include the Asbestos Abatement Contractor, plumbing contractor and the licensed waste tires transporters and concrete contractor in the list of Subcontractors.

Successful bidder will be required to submit a completed Form A regarding participation before the contract will be awarded.

If any bidder has any questions as to the Bid Documents or Specifications, please contact this office by calling 286-2500.

**3.1.0.**

**BID FOR DEMOLITION**

Department of Neighborhood Services  
841 North Broadway  
Milwaukee, Wisconsin

Gentlemen:

1. The undersigned, having familiarized \_\_\_\_\_ with the existing conditions on the Project Area affecting the cost of the work, and with the Contract Documents revised January, 1999, (which includes Invitation for Bids, Instruction to Bidders, the form of Bid, the form of the Bid Bond, Form of Contract (or agreement), form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds); hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for the demolition of four (4) primary buildings located in the City of Milwaukee, bid opening dated 10-30-14 all in accordance with the above-listed documents;

(a) for the lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in addition to and above the value of such salvage materials specified to become the property of the Bidder;

(b) in consideration of any salvaged materials which under the Contract Documents are to become the property of the Bidder and other benefits, will pay the Department of Neighborhood Services of the City of Milwaukee, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

(Bidder will strike out the subparagraph (a) or (b) not used.)

2. In submitting this Bid, the Bidder understands that the right is reserved by the Commissioner of the Department of Neighborhood Services of the City of Milwaukee to reject any and all Bids as provided in sec. 2.8.2. of the Instructions To Bidders. If written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within fourteen (14) calendar days after the agreement is presented to him or her for signature.

3. A Bid Guaranty equal in amount to at least 10% of the total bid is enclosed, which certified check, bank draft or bid bond is submitted as a guaranty of the good faith of the Bidder and as a further guaranty that the Bidder will enter into the written Contract as provided, if successful in securing the award thereof. It is hereby agreed that if at any time other than as provided in the Instructions to Bidder, the Bidder should withdraw this Bid, or if this Bid is accepted and there should be a failure on the part of the Bidder to execute the Contract and furnish the required surety bond or bonds, the Department of Neighborhood Services, in either of such events, shall be entitled and is hereby given the right to retain said Bid Guaranty.

4. 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.

5. The Bidder is prepared to submit a financial and experience statement upon request.

Date \_\_\_\_\_, 2014

Official Address

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) S/he is \_\_\_\_\_ (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
- (2) S/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 had or will have 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 the 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 Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract.
- (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.
- (6) Attached and following this affidavit is a full and complete list of all subcontractors and the class of work to be performed by each, which the Bidder proposes to use.

\_\_\_\_\_  
\_\_\_\_\_  
Title

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

\_\_\_\_\_  
\_\_\_\_\_  
Title

My commission expires:

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

\_\_\_\_\_ (name of Principal)

as PRINCIPAL, and

\_\_\_\_\_, as SURETY

(name of Surety)

are held and firmly bound unto the Department of Neighborhood Services of the City of Milwaukee, hereinafter called the "Building Inspector", in the full and sum of 10 percent of the total bid price :

(Bid cost in words)

(Bid cost in numerals)

Parcel 1 \_\_\_\_\_ Dollars \$ \_\_\_\_\_

Parcel 2 \_\_\_\_\_ Dollars \$ \_\_\_\_\_

Parcel 3 \_\_\_\_\_ Dollars \$ \_\_\_\_\_

LUMP SUM

lawful money of the United States, in addition to and above the value of such salvage materials specified to become the property of the Bidder, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid,

dated \_\_\_\_\_, 20\_\_\_\_, for Demolition Project Opening 10-30-2014

(4) four primary buildings

NOW THEREFORE, if the Principal shall be awarded the contract and if his Bid shall not have been previously withdrawn in accordance with the provisions of the instructions to Bidders, and if the Principal shall enter into a formal contract with the Building Inspector in accordance with the accepted Bid, said Bid shall be accompanied by good and sufficient surety or sureties for the faithful performance of the work, then this obligation is void and of no effect.

However, in the event that the Principal shall be awarded the contract, his Bid not being previously withdrawn in accordance with the instructions to Bidders, and if the Principal shall

neglect or fail to execute such contract or to give sufficient surety or sureties within the time specified, or if no time be specified, within 14 calendar days, then the Principal and/or surety shall forfeit to the Building Inspector as liquidated damages the amount of this bond.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the names and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

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

\_\_\_\_\_  
(Business Address)

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

\_\_\_\_\_  
(Business Address)

Attest:

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

\_\_\_\_\_  
(Business Address)

By \_\_\_\_\_ Affix  
corporate  
seal

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
(Corporate Surety)

Countersigned

by \_\_\_\_\_  
Attorney-in-Fact,

By \_\_\_\_\_ Affix  
corporate  
seal

State of \_\_\_\_\_

\_\_\_\_\_  
(Power of attorney for person signing for surety company must be attached to bond)

**BID BOND AFFIDAVIT**

STATE OF WISCONSIN )  
MILWAUKEE COUNTY )

\_\_\_\_\_

being first duly sworn, on oath deposes and says that s/he is

\_\_\_\_\_

(Attorney-in-fact or agent)

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

surety on the within bond executed by \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Subscribed and sworn to before me this

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

Notary Public, Milwaukee County, Wisconsin

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

Rev. 1/00

**3.7.0.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I  
am the \_\_\_\_\_ Secretary of  
the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf  
of the Principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is genuine,  
and that said bond was duly signed, sealed, and attested to for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_(Corporate)

Title \_\_\_\_\_(Seal)

**3.3.0.**

**COMPLETE LIST OF SUBCONTRACTORS**

(Include Plumbing Contractor)

	Name of Proposed Subcontractors	Class of Work
1.	_____ _____ Address	_____
2.	_____ _____ Address	_____
3.	_____ _____ Address	_____
4.	_____ _____ Address	_____
5.	_____ _____ Address	_____
6.	_____ _____ Address	_____
7.	_____ _____ Address	_____
8.	_____ _____ Address	_____
9.	_____ _____ Address	_____

FORM B (3/13)  
 CITY OF MILWAUKEE DEPARTMENT OF NEIGHBORHOOD SERVICES  
 AFFIDAVIT OF COMPLIANCE WITH THE  
 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

BIDS DUE: October 30, 2014

The bidders minimum commitment for SBE participation on this project is as follows:

<b>REQUIRED OVERALL PROJECT PARTICIPATION</b>			
	<b>SBE</b>	<b>25%</b>	

The Commissioner of the Department of Neighborhood Services reserves the right to reject and disqualify any bid that does not achieve the percentage requirement for this project. This also applies if the undersigned contractor fails to comply with the City's requirements as outlined in the SBE provisions.

The undersigned hereby states that s/he has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors and/or material suppliers for such bid.

The undersigned acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's SBE policy to achieve the City's stated percentage requirements for SBE participation on this contract, including submission of the information required by the proposed schedule of subcontractors and/or material suppliers.

**CONTRACTOR AFFIRMS THAT THEY WILL MEET THE FOLLOWING MINIMUM SBE PROGRAM REQUIREMENTS: (BIDDER MUST WRITE IN PERCENTAGE AND SUBMIT WITH BID DOCUMENTS.)**

**SBE:** \_\_\_\_\_ %

The undersigned also states that all the submitted SBE information is true and correct to the best of his/her knowledge.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

Printed Name

Title

Company Name

STATE OF WISCONSIN )  
 COUNTY OF MILWAUKEE )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_ who acknowledges that s/he executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, Milwaukee County, WI

My Commission expires:

SECTION 3 CLAUSE  
(for inclusion in all section 3-covered contracts)

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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).

## DEFINITIONS OF SECTION 3 BUSINESS AND RESIDENTS

(Excerpted from the Federal Register dated 6/30/94)

Contractors and subcontractors shall give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to Section 3 residents and Section 3 business concerns.

### Section 3 Business Concern:

A Section 3 business concern is defined as a business:

1. that is 51% or more owned by Section 3 residents; or
2. whose permanent, full-time employees includes persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or
3. that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above.

Priority - Contractors and subcontractors shall direct their efforts to award Section 3 covered contracts to the greatest extent feasible in the following order of priority:

1. Business concerns that are 51% or more owned by residents of the housing development or development for which the Section 3 covered assistance is expended, or whose full time, permanent workforce includes 30% of these persons as employees;
2. Business concerns that are 51% or more owned by residents of other housing development(s) managed by the housing authority or whose full time, permanent workforce includes 30% of these persons as employees; or
3. HUD Youthbuild programs being carried out in the metropolitan area;
4. Business concerns that are 51% or more owned by Section 3 residents, or whose permanent, full time workforce includes no less than 30% Section 3 residents.

A Section 3 business concern seeking a contract or subcontract shall submit evidence, if requested, sufficient to demonstrate that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

### Section 3 Resident

Section 3 resident means:

1. A public housing resident; or
2. An individual who resides in the Milwaukee metropolitan area, and who is:
  - i) A low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families.
  - ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families.
3. A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Priority - Contractors and subcontractors shall give to low-income and very low-income persons the training and employment opportunities generated by development assistance. Priority for employment and training shall be directed in the following order of priority:

1. Residents of the housing development(s) for which the assistance is expended.
2. Residents of other developments managed by the public housing agency.
3. Participants in Youthbuild programs being carried out in the metropolitan area.
4. Other Section 3 residents.

Table of Adjusted Median Income for Milwaukee County (effective 05/2010)

Number of persons in household	1	2	3	4	5	6	7	8
Family income limit to qualify as "low-income" (i.e., 50% of median)	\$24,900	\$28,450	\$32,000	\$35,550	\$38,400	\$41,250	\$44,100	\$46,950
Family income limit to qualify as "low-income" (i.e., 80% of median)	\$39,850	\$45,550	\$51,250	\$56,900	\$61,500	\$66,050	\$70,600	\$75,150

For assistance in identifying candidates for Section 3 resident employees, please reach your agency contact.

# The City of Milwaukee NSP1/NSP2 Program

## Section 3 Business Certification

**Section 3:** Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u; 42 U.S.C. 3535(d)). Section 3 is now implemented in HUD's regulations as 24 CFR Part 135.

**Purpose:** "To ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons" [135.1]

**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; select "X" in 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, or within three years of the date of their first employment with your business were 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:

- A. Reside in NSP1 or NSP2 target area, OR
- B. Reside in The City of Milwaukee, AND
- C. Earn no more than the following amounts (per family household) :

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Family income limit to qualify as "low-income" (i.e., 50% of median)	\$24,900	\$28,450	\$32,000	\$35,550	\$38,400	\$41,250	\$44,100	\$46,950
Family income limit to qualify as "low-income" (i.e., 80% of median)	\$39,850	\$45,550	\$51,250	\$56,900	\$61,500	\$66,050	\$70,600	\$75,150

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

- My business is a Section 3 business in accordance with the criteria selected 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:** If you certify above that your business is a Section 3 business, and you qualify for award of the contract based on the preferences given to Section 3 businesses and described in the solicitation, The City of Milwaukee may request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business

If you have any questions about this form, please call your agency contact representative.

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

PROJECT DESCRIPTION \_\_\_\_\_

Section 3 Participation (see attached definition): Estimated Project Work Force Breakdown  
[to be submitted with bid or within three (3) calendar days of bid opening]

Please supply the following information for all applicable job categories. Subcontractors are responsible for providing this information to the prime contractor.

Prime Contractor  \_\_\_\_\_

Subcontractor  \_\_\_\_\_

Job Category	Total Estimated Positions Needed For Project	# Of Positions Occupied By Permanent Employees	# Of Positions Not Occupied	# of Positions To Be Filled With Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Office/Clerical				
Service Workers				
Others				
<b>TRADE:</b>				
Journeyman				
Helpers	NOTE: Helpers not allowed on this contract			
Apprentices				
Trainees	NOTE: Trainees not allowed on this contract			
Others				
<b>TRADE:</b>				
Journeyman				
Helpers	NOTE: Helpers not allowed on this contract			
Apprentices				
Trainees	NOTE: Trainees not allowed on this contract			
Others				
<b>SUB-TOTALS (this sheet)</b>				
<b>FINAL TOTALS</b>				

Contractor \_\_\_\_\_

SHEET \_\_\_\_ OF \_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**CITY OF MILWAUKEE**  
**COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION**  
**SECTION 3 REPORT**  
 (to be completed quarterly)  
**COMPLETE A SEPARATE REPORT FOR EACH CONTRACT.**

GRANTEE: City of Milwaukee/Dept. of Neighborhood Services

CONTRACT #: \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

**PART 1**  
**ALL RECIPIENTS MUST COMPLETE THIS PART.**

Check all that apply	Activity
<input type="checkbox"/>	We attempted to recruit low-income residents for job openings (using local advertising, signs at project site, contacts with community organizations or private agencies operating within the area of service, or similar methods).
<input type="checkbox"/>	We participated in a HUD program or other program that promotes the training or employment of low-income residents.
<input type="checkbox"/>	We participated in a HUD program or other program that promotes the award of subcontracts to "Section 3 businesses."
<input type="checkbox"/>	We coordinated with Youthbuild programs administered in our area of service.
<input type="checkbox"/>	Other: <ul style="list-style-type: none"> <li>• Describe in more detail any of the activities you checked above.</li> <li>• Describe any difficulties you encountered in attempting to fulfill your Section 3 obligations.</li> <li>• If you hired a low-income resident(s) of your area of service, or awarded a subcontract to a Section 3 business, provide a brief description (e.g., position title(s) &amp; hours per week, amount of subcontract awarded &amp; purpose).</li> <li>• Example:                In filling a Program Assistant position, we advertised in the local newspaper and posted a copy of job description at the CAC agency.</li> </ul>

**PART 2**

IF YOU RECEIVED \$200,000 OR MORE (WHETHER A GRANT OR LOAN) FOR HOUSING REHABILITATION, NEW CONSTRUCTION AND/OR PUBLIC CONSTRUCTION, COMPLETE THIS PART.

If you have awarded \$100,000 or more in CDGA funds from one contract to an entity, they must complete this part as well. Attach their data to your report.

LIST ALL POSITIONS PAID IN WHOLE OR IN PART BY THIS CDGA GRANT OR LOAN.

For the first quarterly report, list all positions. For subsequent quarters, list only new positions and vacancies that were filled during the quarter.

Position Title	Job Category (professional, technical, office/clerical, construction)	% of FTE paid by this CDGA contract	New Hire? (Y/N)	Resident of Service Area? (Y/N)	Low-Income? (Y/N)	Vacant at End of Quarter? (Y/N)

**NOTES:**

FTE = full-time equivalent (In this column, write the percent of time of your full-time week that the employee's salary is being paid with this CDGA contract)

Service Area = ZIP Code(s); Census Tract(s) or Neighborhood in which funding is being used

Low Income = employee's household income is at or below 80% of county median income (for new hires, prior to employment with you; for existing employees, current household income)

**PART 3**

IF YOU AWARDED A SUBCONTRACT OF \$100,000 OR MORE FROM THIS CDGA CONTRACT THROUGH A COMPETITIVE PROCESS, COMPLETE THIS PART.

<b>Construction Subcontracts:</b>	
A) Total \$ amount of subcontracts of \$100,000 or more awarded competitively	\$ _____
B) Total \$ amount of these subcontracts awarded to Sec. 3 businesses	\$ _____
C) Percentage of (B) divided by (A)	_____ %
D) Total number of Section 3 businesses receiving contracts	_____
<b>Non-construction Subcontracts:</b>	
A) Total \$ amount of subcontracts of \$100,000 or more awarded competitively	\$ _____
B) Total \$ amount of these subcontracts awarded to Sec. 3 businesses	\$ _____
C) Percentage of (B) divided by (A)	_____ %
D) Total number of Section 3 businesses receiving contracts	_____

**NOTES:**

If the subcontract involves both construction and non-construction activities, report the information in the Construction Subcontracts section.

Examples of construction subcontracts: bricklaying, carpentry, carpet installation, demolition, drywall, electrical work, fencing, heating, iron works, landscaping, masonry, painting, plastering, plumbing.

Examples of non-construction subcontracts: construction management, architectural services, engineering, surveying and related professional services; office services; relocation services, marketing.

**PRICE BREAKDOWN**

This price breakdown is to be submitted by the contractor to the Building Inspector with the bid documents.

NO.	PARCEL ADDRESS	DEMO ONLY	ASBESTOS TOTAL	TOTAL PRICE
1	3020 North 19 <sup>th</sup> ST			
2	3046 North 21 <sup>st</sup> St			
3	3342 (A) North 21 <sup>st</sup> St 3342 North 21 <sup>st</sup> St			
	Lump Sum			