

CONTRACT AND BID DOCUMENTS

For

DECONSTRUCTION PROJECT #101414

Bid Opening October 14, 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**

OFFICIAL NOTICE

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

INVITATION FOR BIDS FOR DECONSTRUCTION PROJECT #101414

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 deconstruction of three (3) primary buildings and one (1) secondary building** located in the city of Milwaukee, Wisconsin, until 9:00 a.m.(central time) on **Tuesday, October 14, 2014** at which time all bids will be publicly opened and read. Any bids received after that time may be rejected and returned unopened.

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 All bids shall be held open for a period of sixty (60) days subsequent to the opening of bids and no bid may be withdrawn without the written consent of the Commissioner.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.**

PROSPECTIVE BIDDERS ARE REQUIRED TO VIEW THE PROJECT SITES WITH DEPARTMENTAL PERSONNEL ON 10/07/2014 AT 9:00 A.M. ANY CONTRACTOR SUBMITTING A BID MUST HAVE BEEN REPRESENTED AT THE ON-SITE INSPECTIONS. THE FIRST PROPERTY TO BE VISITED WILL BE 2028 W WRIGHT STREET.

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 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.

Work contracted through this Bid will require that a minimum of **40%** of the WORKER HOURS be performed by UNEMPLOYED OR UNDEREMPLOYED RESIDENTS of the City of Milwaukee per the provisions of section 309-41 of the Milwaukee Code of Ordinances.

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**

This bid includes a Local Business(LBE) incentive in accordance with Chapter 365 Milwaukee Code of Ordinance.

IT IS YOUR RESPONSIBILITY AS A BIDDER TO FAMILIARIZE YOURSELF WITH THIS ORDINANCE PRIOR TO SUBMITTING YOUR BID.

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 2nd, 2014
October 3rd, 2014

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)

- Contractor must maintain a 6' metal temporary security chain-link fence around the perimeter of the deconstruction site(s) and staging site(s) per CH 228.3 MCO to limit illegal site access and dumping.
- All debris on the deconstruction site(s) and staging site(s) must be removed by the Contractor.
- Buildings must be maintained in a secure manner.

NOTE: The City of Milwaukee has contacted WE energies to cut off the gas and electric for this parcel.

Parcel 1 - 2838 N 7th Street

Deconstruct and remove from site: 2.5 story, wood-frame duplex, and garage (motor vehicle in garage), garage slab, drive approach, sidewalks, concrete steps, railings, fences, trees, bushes, shrubs - See specific deconstruction salvage requirements below in **DECONSTRUCTION PROJECT SPECIFIC REQUIREMENTS**. All else to remain.

NOTE: ASBESTOS CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS LISTED IN THE REPORT FROM HMG WILL BE ABATED BY OTHERS PRIOR TO DECONSTRUCTION COMMENCING. CONTRACTOR IS RESPONSIBLE FOR ON-SITE MONITORING BY A CERTIFIED ASBESTOS INSPECTOR DURING DECONSTRUCTION.

12 days to complete

Note: 2830 N. 7th St., a City-owned vacant lot, is available for staging and temporary storage.

Parcel 2 - 818 N 35th Street

Deconstruct and remove from site: 1.5 story, wood-frame duplex dwelling, retaining wall, concrete steps and stoop, sidewalks, bushes and shrubs - See specific deconstruction salvage requirements below in **DECONSTRUCTION PROJECT SPECIFIC REQUIREMENTS**. All else to remain. DPW permits required for use and obstruction of alley.

NOTE: ASBESTOS CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS LISTED IN THE REPORT FROM HMG WILL BE ABATED BY OTHERS PRIOR TO DECONSTRUCTION COMMENCING. CONTRACTOR IS RESPONSIBLE FOR ON-SITE MONITORING BY A CERTIFIED ASBESTOS INSPECTOR DURING DECONSTRUCTION.

12 days to complete

Note: Onsite south yard available

It shall be the responsibility of the deconstruction contractor to obtain

permission from adjacent property owner any rights of use for storage, staging, etc.

Parcel 3 - 2028 W Wright Street

Deconstruct and remove from site: 2.0 story, masonry four-family dwelling, retaining wall, concrete steps, sidewalks, garage slab, driveway approach, curb cut, bushes, shrubs - See specific deconstruction salvage requirements below in **DECONSTRUCTION PROJECT SPECIFIC REQUIREMENTS**. All else to remain.

BECAUSE DEMOLITION WILL RESULT IN THE DISCONTINUANCE OF THE USE OF AN EXISTING DRIVEWAY, REMOVAL OF THE DRIVEWAY AND RESTORATION OF THE STREET PAVEMENT, CURB, GUTTER AND SIDEWALK SHALL BE A CONDITION OF THE ISSUANCE OF THE DEMOLITION PERMIT IN ACCORDANCE WITH THE SECTION 218-6-10 OF THE MILWAUKEE CODE OR ORDINANCES. THE COST OF STREET PAVEMENT, CURB, GUTTER AND SIDEWALK REMOVAL AND REPLACEMENT IS TO BE INCLUDED IN THE BID PRICE. CONCRETE WORK MUST BE DONE BY A LICENSE CONCRETE CONTRACTOR UNDER DPW PERMIT IN ACCORDANCE WITH DPW SPECIFICATIONS. ANY AND ALL APPLICABLE PERMIT FEES ARE TO BE INCLUDED IN THE BID PRICE. TYPE 1 BARRICADES WITH FLASHERS MUST BE PLACED IN THE ROAD AFTER CURB REMOVAL. BARRICADES MUST BE PLACED AT EACH END OF WALK REMOVAL.

NOTE: ASBESTOS CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS LISTED IN THE REPORT FROM HMG WILL BE ABATED BY OTHERS PRIOR TO DECONSTRUCTION COMMENCING. CONTRACTOR IS RESPONSIBLE FOR ON-SITE MONITORING BY A CERTIFIED ASBESTOS INSPECTOR DURING DECONSTRUCTION.

12 days to complete

Timing

It is agreed that time is of the essence as to the completion of the Work. The Contractor agrees to execute and complete its Contract Work in a prompt and diligent manner whenever such Contract Work, or any part of it, becomes available, and at such other time or times as Department may direct, and Contractor shall not, by delay or otherwise, interfere with or hinder others working on the Project Site. The Project Site includes work being done by other: environmental inspections, utility disconnect, asbestos abatement, mechanical demolition, city inspections, and salvage. The Contractor shall provide the Department with any scheduling information proposed by the Contractor for the Contract Work. In consultation with the Contractor, the Department shall prepare the schedule for performance of the Work and shall revise and update such schedule, as necessary, as the Work progresses. The Contractor shall be bound by the Progress Schedule. The Progress Schedule and all subsequent changes and additional details shall be submitted to the Contractor promptly and reasonably in advance of the required performance. The Department shall have the right to determine and, if necessary, change the time, order, and priority in which the various portions of the Work shall be performed and all other matters relative to the Contract Work. If the commencement and/or progress

of the Contract Work is delayed, disrupted, or subjected to interference without the fault or responsibility of the Contractor, the time for the Contract Work shall be extended by Contract Change Order and the Progress Schedule shall be revised accordingly. Such additional time for completion of the Contract Work shall be Contractor's sole and exclusive remedy for delay, disruption, or interference. Any such extension shall be consistent with Department's schedule and completion of demolition and deconstruction obligations.

Debris Removal

The Contractor shall at all times during its performance of the Contract Work keep the work site clean and free from debris resulting from the Contract Work. Prior to discontinuing the Contract Work in an area, the Contractor shall clean the area and remove all its rubbish and its construction equipment, tools, machinery, waste, and surplus materials. In the event of any clean-up or repair caused by operations of two or more contractors, the Department shall determine the responsibility and specify the work required of each. If the Contractor fails to perform as described in this paragraph, the Department may do so or have such work done and issue a deductive Contract Change Order to cover the cost of this work.

Hazards and Remediation

The Department shall employ a third party contractor to remove all known hazardous materials prior to any deconstruction activities by the Contractor. A certificate of completion must be given to the Contractor prior to authorization to proceed. Contractor will be responsible for taking adequate precaution during the deconstruction process to identify any suspect materials. The Contractor must cooperate with the Department and the third party abatement contractor to ensure all suspect material is removed prior to any deconstruction activity.

Temporary Shoring and Bracing

Contractor will be responsible for temporary shoring when, in the opinion of the commissioner, the deconstruction activities creates a potential hazard.

Royalties, Patents, and Copyrights

The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials including deconstruction methods, or systems selected by the Contractor, and incorporated in the Contract Work. The Contractor

shall defend, indemnify, and hold the Department and Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Contractor shall be liable for all loss, including all costs, expenses, and attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that a particular design, process, or product required by the Contract Documents is an infringement of a patent, the Contractor shall promptly furnish such information to the Department or be responsible to the Department and Owner for any loss sustained as a result.

Safety

The Contractor is required to perform the Contract Work in a safe and reasonable manner. The Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

1. employees and other persons at the Project Site;
2. materials and equipment stored at the site or at offsite locations for use in performance of the Work; and
3. all property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

The Contractor shall give all required notices and comply with all applicable laws, rules, regulations, orders, and other lawful requirements established to prevent injury, loss, or damage to persons or property.

The Contractor shall implement appropriate safety measures pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent to the site from injury, loss, or damage.

The Contractor shall exercise extreme care in carrying out any of the Contractor Work which involves dangerous methods deconstruction or hazardous procedures, materials, or equipment.

The Contractor shall use properly qualified individuals or entities to carry out the Contract Work in a safe and reasonable manner so as to reduce the risk of bodily injury or property damage. The Department shall promptly remedy any and all damage or loss which may arise from the performance of the Contract Work, to the extent

of the negligence attributed to such acts or omissions of the Contractor, or anyone for whose acts the Contractor may be liable. The Department shall promptly remedy damage or loss attributable to the acts or omissions of the Department and not to the Contractor. The Contractor is required to designate an individual at the site in the employ of the Contractor who shall act as the Contractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Contractor in writing to the Department, the designated safety representative shall be the Contractor's project superintendent. The Contractor has an affirmative duty not to overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures or site so as to give rise to an unsafe condition or create an unreasonable risk of bodily injury or property damage. The Contractor shall have the right to request, in writing, from the Department loading information concerning the structures at the site. Contractor shall make a written record of all injuries and property damage, and shall give prompt written notice to the Department of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500.00) in value, or any failure that could have resulted in serious bodily injury, whether or not such an injury was sustained. Establishment of a safety program by the Department shall not relieve the Contractor or other parties of their safety responsibilities. The Contractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Department and Owner, including, but not limited to, requirements imposed by the Contract Documents. The Contractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Contract Work which the Department deems unsafe until corrective measures satisfactory to the Department shall have been taken. The Department's failure to stop the Contractor's unsafe practices shall not relieve the Contractor of the responsibility therefor. The Contractor shall notify the Department immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Department. Each party to this Agreement shall indemnify the other party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements. The Department will not be liable for any OSHA violations that occur due to the negligence of a Contractor, or those with which it Contracts. Any penalties assessed to the Department due to (as a result of) Contractor's violations, or violations of those with which Contractor contracts, will be charged back to the Contractor.

DECONSTRUCTION PROJECT SPECIFIC REQUIREMENTS

I. Project Specific Reuse and Recycling Requirements

The project seeks to:

Selectively salvage and recycle structures to eliminate urban blight in the city.

Provide meaningful job training and placement opportunities for workers from surrounding neighborhoods.

Minimize the environmental impact to the immediate vicinity and to the region by salvage and deconstruction activities.

Perform all work in a cost-effective manner.

Reduce, reuse, recycling requirements are as follows:

1. Reduce: The Project shall generate the least amount of waste and methods shall be used that minimize waste due to error, poor planning, breakage, mishandling, contamination or similar factors.
2. Reuse:
All contractors shall, at a minimum, actively deconstruct for reuse all of the materials listed on below and remove/dispose of plaster and/or drywall, and shall meet a minimum reuse/recycling goal of 80% by weight or volume. The Deconstruction Contractor is responsible for removing and preserving salvageable materials. Below is a list of how materials need to be packaged and delivered. *Once the required salvageable items are properly removed, the Deconstruction Contractor may opt to employ mechanical or other means to remove the house structure for recycling.*
3. Recycle: As many of the waste materials not able to be salvaged for reuse shall be recycled. Waste disposal in landfills shall be minimized to the greatest extent possible. At a minimum, scrap metal, concrete, wood, and materials required by law to be recycled shall be recycled. Prepare and maintain recyclable materials according to recycling destination requirements.
4. Material contaminated with sufficient levels of lead-based paint or asbestos is **not** considered salvageable or in most cases recyclable, and must be disposed of properly. This also means that items contaminated with lead based paint may not be comingled with those items that must be recycled, as this contaminates all of the comingled material. For example, if a portion of a basement wall is found to have lead paint to a level that prohibits recycling, this portion must be removed and disposed of separately from the rest of the basement walls, which is to be recycled. Weight and volume of contaminated material shall not be included as a part of final diversion totals.

II. Definitions:

- A. “Deconstruction” The disassembly of a structure in the reverse order in which it was constructed to maximize the most amount of material for reuse, then recycling.
- B. “Deconstruction Contractor” A contractor hired by the City of Milwaukee – Department of Neighborhood Services to deconstruct properties according to the definition of deconstruction.
- C. “Salvage Contractor” A contractor hired by the City of Milwaukee – Department of Neighborhood Services to perform salvage on projects that are not deemed for deconstruction.
- D. “Demolition” Means the tearing down of an existing structure and the disposal of its components or materials without the implementation of deconstruction techniques.
- E. “Landfill” a place to dispose of trash and other waste material by burying it and covering it over with soil.
- F. “LBP” is an abbreviation for lead-based paint
- G. “Project” means all structures within an individual bid package.
- H. “Recycle” means the series of activities by which solid waste is collected, sorted, processed and converted into raw materials and used in the production of new materials.
- I. “Reuse” means the use of a product more than once in its same form for the same or other productive purposes.
- J. “Salvage” means recovery of building materials in a caring way to reuse for the same or similar purpose.
- K. “Solid Waste” means a product or material unable to be used, reused, returned, recycled, or salvaged. Waste must be disposed in accordance with applicable regulations. Building materials that are contaminated with asbestos, lead based paint, or other hazardous materials must have the hazard removed or be disposed as waste.

III. Deconstruction Reuse and Recycling Markets

- A. The Deconstruction Contractor will, at its expense, prepare all salvaged items for transport to the Salvage Contractor’s warehouse per the requirements listed in section IV. Prepared materials will be securely stored and protected from theft, vandalism and the weather at the project site or other approved location until the deconstruction project is completed. As for recycling, the deconstruction contractor may use familiar recycling facilities and other end markets at their own discretion. It is required that weight tickets need to be collected for final documentation purposes.

IV. Materials-Handling Procedures

- A. General:
 - 1. Reuse and Recycling Incentives: Savings, rebates, tax credits and other incentives received for reuse and recycling of materials shall accrue to deconstruction contractor.
 - 2. Site Access and Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Areas for reuse and recycling shall be kept neat and clean.

3. **Dumpster Signs:** If dumpsters are used, dumpster signs should be used to indicate what materials are in each dumpster to avoid contamination.

B. Table 1 lists items that **MUST** be salvaged and examples of other materials. Material shipping and handling options are listed below. It is at the contractor's discretion to suggest alternate recycling and reuse strategies as long as the goals of recycling / reuse are achieved and all applicable rules and regulations are adhered to. Salvage lists are provided below for referencing purposes.

- **Doors.** Doors are to be removed with jambs attached and the bottom of the jamb fastened to the edge of the door. Doors which are not being salvaged are to be stripped of their hardware (hinges, locksets and strike plates) and placed in plastic bags – 1 bag for each door.
- **Windows.** Remove them with the frames and sashes intact and the windows latched. They are to be stored and shipped in their upright position. Window weights are to be saved as salvage as well. Generally, if the windows are aluminum single glazed, the glass should be broken out and the aluminum recycled.
- **Cabinets.**
After being detached, replace all doors and drawers that were removed. All exposed nails and screws are to be removed. All cabinets are to be shrink wrapped for storage and delivery. If possible, all sink or vanity cabinets are to be detached with their tops, sinks and faucets attached.
- **Granite Countertops.**
Leave countertops attached to the cabinets whenever possible. Do not break granite countertops. Use a grinder with a diamond blade and cut the top into pieces which may easily be handled by two people for storage and delivery.

If the countertop is too heavy or the counter top tile is broken, then the sinks and faucets are separated. If any part of the countertop has broken tile, all tile must be removed and disposed of on the job site. When removing the tile, protect the sinks and garbage disposal from debris.
- **Plumbing Fixtures.** If the faucets are attached to the sink they should remain attached. All sinks, toilets and bathtubs are to be clean and free of debris before loading. Disconnect all garbage disposals from the sinks for storage and delivery.
- **Electrical Fixtures.** Most electrical fixtures have small screws, caps and brackets that are integral to the fixture. Please ensure that these parts are salvaged, placed in sealed plastic bags and taped to the fixture in a secure manner for storage and delivery.
- **Moldings and Trim.** Unpainted trim only. Stained trim is OK. Each type should be kept separate (casings, base boards, chair rails, crown moldings, etc.). All bundles to be sized for one person to carry and held together with shrink wrap. De-nail all trim before bundling.
- **Finished Wood Flooring.** All finished Tongue & Groove flooring (hardwood, softwood or engineered) is to be salvaged. Boards are to be de-nailed and unitized in bundles of short, medium and long lengths or they may be palletized and banded with sufficient shrink wrap to hold them together for handling, storage and delivery.
- **Lumber.** All lumber six (6) feet and longer is to be de-nailed, unitized and banded for storage and delivery. Any lumber less than six feet should be recycled or discarded.

All units of lumber shall have a nominal width of forty-eight (48) inches unless they are 2x10s in which case the units will be fifty (50) inches with 5 boards wide or 2x14s that will be forty-two (42) inches. The units shall have a height as close to thirty-six (36) inches as possible. All units will be flush or square on one end with the longest boards on the bottom.

All units up to twelve feet in length shall have at least two bands evenly spaced, and longer lengths shall have three bands. All banding material shall be three-quarter (3/4) inch steel and fastened with steel fasteners.

When banding 2x4s, use a 2x4 bolsters across the top of the unit and under each steel band so keep the unit square.

All lumber of same dimension shall be unitized together and lumber of varying dimensions shall not be mixed except as provided below. The lengths in any single unit shall not vary by more than two (2) feet from the shortest to the longest piece. The longest pieces shall be on the bottom of the unit and the shortest pieces shall be on the top, and all pieces of lumber shall be flush with each other on one end of the unit.

At the end of any job, there may be various pieces of odd-sized lumber left over which did not fit in previously banded units. It is permissible to mix this lumber together in one unit as long as a 48" unit width and a maximum height of 36" are maintained.

Lumber shall be stacked with sets of two (2) bolsters to allow room for forklift forks to lift the units. These bolsters shall be at least three (3) inches thick.

- **Roofing Tile.** All roofing tile will be placed on pallets that have been constructed with wood sides to hold and protect the tile. The tile will be placed on edge with the long dimension in a vertical position. When the entire pallet is fully packed with tile, plywood or other durable material will be placed on top of the tile so that a second row of tile can be stacked on top. Note: the wood sides must be above the height of the second row tile so that one pallet may be stacked on top of another for storage and delivery.
- **Bricks & Pavers.** Bricks are to be cleaned and stacked on pallets in a 2-by-2 criss-cross pattern. Generally, a pallet will hold up to 500 bricks. Use lots of shrink wrap to keep the brick tightly packed and secured to the pallet for storage and delivery.
- **Protection of Materials.** Protecting the fixtures after they have been disconnected from the structure and prior to shipping is important. *Always protect fixtures from weather damage during staging and shipping.* All materials are to be placed on trucks in such a manner that they will not be damaged during shipping. Small or fragile items like hardware or lighting fixtures are to be protected and placed in boxes.
- **Damaged Materials.** While it must be the intent and practice of the contractor to remove items without damaging them, it is understood that some items may be damaged in the removal process. All damaged Salvage items shall be left on site for the Building Inspector to document and should be recycled or disposed by the Deconstruction Contractor only after receiving expressed written permission of the City of Milwaukee – Department of Neighborhood Services.
- **Removal of Materials from Job Site.** No materials shall be removed from the job, sold or disposed of, other than in the normal course of storage or delivery as outlined above, without the expressed written permission of the City of Milwaukee – Department of Neighborhood Services.

- **Recycling.**

In order to comply with many state and local diversion regulations, the City of Milwaukee – Department of Neighborhood Services will need the following data from each individual job:

- Weights for each fixture load.
- Weights for all recycled metals.
- Weights for all other recycled materials (clean lumber, wood shakes, glass, carpeting, etc.) as well as those taken to a materials recovery facility (MRF).
- If a MRF is used, you must use the facility average rate for reporting not the visual inspection rate.

TABLE 1 –MATERIAL HANDLING REQUIREMENTS

ITEMS THAT MUST BE REMOVED AND DISPOSED OF	
Plaster and/or drywall	All ceilings and walls, lath removal not required
ITEMS THAT MUST BE SALVAGED	Refer to the following inventory lists below for the items in each house that MUST be salvaged. Items that must be salvaged will be identified within the houses by stickers from the lists that follow. In the event of a discrepancy between the labels in the houses and the inventory lists provided, the item should be assumed as required to be salvaged. The Resident Engineer must be notified of any discrepancies at the point in time such discrepancies are discovered.

INVENTORY LISTS

**2838 North 7th Street - Deconstruction
Must Salvage Items**

Item No.	Description
1	4 Circular Front Porch Columns
2	T&G Maple Flooring 1 st and 2 nd Floor (1100 SF)
3	Varnished Only Trim Packages: Casing & Headers (13 Trim Packages)
4	1 st Floor Built-in Cabinet
5	1 st Floor Pocket Door Package w/ Hardware & Track
6	Pre-Hung Varnished Panel Doors w/ Hardware (9 Door Packages)
7	Varnished Only Base Boards (100 LF)
8	Attic 2"x4" Rafters (600 LF)
9	¾" x 6" Roof Sheathing (2500 LF)
10	1 st & 2 nd Floor 2"x4" Studs (2000 LF)
11	1 st & 2 nd Floor 2"x10" Joists (1000 LF)
12	1 st & 2 nd T&G Sub-Floor (2000 LF)
13	1 st & 2 nd Unpainted T&G Siding (3500 LF)

**818 N 35th Street - Deconstruction
Must Salvage Items**

Item No.	Description
1	Flag Stone (3-4 Pallets)
2	2 nd Floor - 3 Radiators
3	2 nd Floor Kitchen Sink
4	2 nd Floor Bathroom Claw Foot Tub
5	Attic 2"x4" Rafters (400 LF)
6	¾" x 6" Roof Sheathing (1700 LF)
7	1 st & 2 nd Floor 2"x4" Studs (1600 LF)
8	1 st Floor Hardwood Flooring (3000 LF)
9	2 nd Floor Hardwood Flooring (1200 LF)
10	1 st & 2 nd Unpainted T&G Siding (1600 LF)
11	1 st & 2 nd Floor 2"x10" Joists (1000 LF)
12	1 st & 2 nd T&G Sub-Floor (1900 LF)
13	Blue Electrical Boxes (21 boxes)
14	Cream City Bricks (1000 Bricks)

**2028 W Wright Street – Deconstruction
Must Salvage Items**

Item No.	Description
1	3" x 12" x 22' (60)
2	2" x 12" x 22' (20)
3	Clay Parapet Caps 24" x 9" (60 pieces)
4	1 st & 2 nd Floor 2"x4" Studs (1000 LF)
5	10" x 10" Columns and Beams (56 LF)
6	Cream City Bricks (4000 Bricks)
8	1 st Floor Hardwood Flooring (4000 LF)
9	2 nd Floor Hardwood Flooring (3000 LF)

Note: If the deconstruction contractor finds salvageable items that are not on this list, they should contact the DNS Inspector. If rot or infestation is found, the deconstruction contractor should report to the DNS Inspector.

ALL OTHER MATERIAL HANDLING REQUIREMENTS:

Material	Recycle	Dispose	Notes
Interior			
Metal- Pipe Conduit,	X		
Roof			
Shingle/ Shakes	X	X	Recycle unless asbestos containing. Wood shake must be separated from asphalt shingles if recycled.
Clapboards/ Trim	X	X	Recycle if not LBP.
Gable Vents	X		
Chimney			
Block	X	X	Recycle if not LBP.
Siding			
Vinyl	X		
Stucco		X	
Sheathing			
OSB	X		
Framing			
Framing under 6'	X		
Foundation			
Block	X	X	Recycle if not LBP.
Brick	X	X	Palletize if in good condition, Recycle if not LBP.
Poured	X		
Site and Landscaping			
Concrete	X		
Asphalt	X		
Landscaping		X	

V. Documentation Procedures – Required Submittals

A. Deconstruction Waste Management Plan:

Prior to commencing any deconstruction with salvage activities, the Deconstruction Contractor must develop and submit a Deconstruction Waste Management Plan (DWMP) for the project to the City of Milwaukee – Department of Neighborhood Service for approval. Work must not begin until waste management plan is approved by the City of Milwaukee – Department of Neighborhood Service.

Deconstruction Waste Management Plan will:

1. Describe the project scope: type of structures to be deconstructed, building sizes, space constraints, etc.
2. Affirm reuse and recycling goals for the project.
3. Analyze estimated types of jobsite debris to be generated from the project
4. Detail targeted materials for reuse and recycling and projected markets. At a minimum, scrap metal, concrete, and materials required by law to be recycled shall be recycled.

5. Describe specific methods that will be utilized for effective deconstruction, salvage and recycling operations.
6. Identify responsible parties for reuse and recycling operations.
7. Describe separation and materials-handling procedures: Description of how materials identified above will be separated cleaned (if necessary) and protected from contamination.
8. Describe educational procedures: Include proposed methods for educating deconstruction personnel regarding waste reduction, salvage, reuse and recycling. It is required that each RPP worker receives training and participates in actual on-site salvage, deconstruction and recycling activities performed.
 - a. Describe the specific techniques that will be taught to personnel and include information regarding who will provide the training.
 - b. Training efforts must be documented and verified. Describe how you intend to provide documentation and verification that training occurred in accordance with the approved plan.
 - c. Describe how you will assure all workers and subcontractors are aware of the goals of the project and provide orientation to project participants to assure they are aware of the waste management procedures required on the project.
9. Describe waste auditing procedures: Methods of monitoring and enforcing the Plan.
10. Describe Documentation Procedures: Methods of documenting materials leaving the Project site as waste, for reuse or recycling to allow Summary of Waste Final Report to be submitted prior to final Application for Payment and required prior to release of final payment.

B. Summary of Waste Final Report:

Throughout the duration of the project, the deconstruction Contractor shall document all materials which leave the site including all materials salvaged, recycled and landfilled. Documentation must include material, estimated weight, hauler and destination.

Upon completion of deconstruction of all structures from the Project, and prior to final application for payment, the deconstruction contractor will generate a Final Summary of Waste Report for submission to the City of Milwaukee – Department of Neighborhood Service. The following information will be required:

1. Reuse/Recycling (diversion) goal.
2. Actual diversion rate for the Project. (Total quantity of material recovered (salvaged plus recycled) as a percentage of total waste.)
3. Quantity of each material salvaged, recycled or trash by weight.
4. Hauler for each material.
5. Destination for each material.

Contractor shall maintain a record of related Material Hauling Logs, weight tickets, manifests, receipts, and invoices for review by the City of Milwaukee – Department of Neighborhood Service. Failure to provide a Summary of Waste Final Report will result in rejection of the corresponding Request for Payment and delay approval of the Request.

DECONSTRUCTION PROJECT GENERAL REQUIREMENTS

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.

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

Work contracted through this Request for Proposals will require that a minimum of **40%** of the WORKER HOURS be performed by UNEMPLOYED OR UNDEREMPLOYED RESIDENTS of the City of Milwaukee per the provisions of section 309-41 of the Milwaukee Code of Ordinances.

. ***** LOCAL BUSINESS ENTERPRISE CONTRACTING STANDARDS *****

NOTE: BIDS THAT ARE ISSUED ON OR AFTER AUGUST 10, 2009 INCLUDE A LOCAL BUSINESS ENTERPRISE (LBE) BID INCENTIVE IN ACCORDANCE WITH CHAPTER 365 OF THE MILWAUKEE CODE OF ORDINANCES, PAGES 16 THROUGH 18. INFORMATION REGARDING THE LBE INCENTIVE CAN BE FOUND BY CLICKING ON THE LINK BELOW.

<http://www.city.milwaukee.gov/ImportantInformation359.htm>

IT IS YOUR RESPONSIBILITY AS A BIDDER TO FAMILIARIZE YOURSELF WITH THIS ORDINANCE PRIOR TO SUBMITTING YOUR BID.

LOCAL BUSINESS ENTERPRISE MEANS A BUSINESS WHICH:

- IS LOCATED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF MILWAUKEE. NOTE: POST OFFICE BOX NUMBERS AND RESIDENTIAL ADDRESSES SHALL NOT SUFFICE TO ESTABLISH STATUS AS A LOCAL BUSINESS ENTERPRISE (LBE).
- HAS BEEN LOCATED AND DOING BUSINESS IN THE CITY FOR AT LEAST ONE (1) YEAR.
- IS SUBJECT TO LOCAL REAL ESTATE TAXES AND IS NOT DELINQUENT IN THE PAYMENT OF ANY LOCAL TAXES OR HAS ENTERED INTO AN AGREEMENT TO PAY ANY DELINQUENCY AND IS ABIDING BY THE TERMS OF THE AGREEMENT.

THE NOTARIZED LOCAL BUSINESS ENTERPRISE PROGRAM AFFIDAVIT OF COMPLIANCE MUST BE SUBMITTED WITH YOUR BID IN ORDER TO BE CONSIDERED FOR LBE STATUS .

DECONSTRUCTION PROJECT OPENING 10-14-2014
LOCATION AND DESCRIPTION OF BUILDINGS TO BE DECONSTRUCTED

Parcel Number	Address	Stories	Const.	Type.	Owner	Cubic Footage
1)	2838 N 7 th Street	2.5	Frame	Duplex	City	29,000
		1.0	Frame	Garage	City	7,000
2)	818 N 35 th Street	1.5	Frame	Duplex	City	26,500
3)	2028 W Wright Street	2	Masonry	Four family	City	25,000

Deconstruction 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 DECONSTRUCTION PROJECTS

FORMAL BIDS

The complete Bid Documents shall include three Bids for Deconstruction forms, one Noncollusion Affidavit of Prime Bidder, one Bid Bond form, one Bid Bond Form Affidavit, the Residents Preference Program affidavit, one Certificate as to Corporate Principal, a complete List of Subcontractors, a completed Form B (Affidavit of Compliance with the Small Business, Enterprise Provisions), and the Price Break down sheet. LBE forms must be filled out and included to be considered as Local Business Enterprise.

The deconstruction 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.

Work contracted through this bid will require that a minimum of **40%** of the WORKER HOURS be performed by UNEMPLOYED OR UNDEREMPLOYED RESIDENTS of the City of Milwaukee per the provisions of section 309-41 of the Milwaukee Code of Ordinances.

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

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:

3.1.0.

BID FOR DECONSTRUCTION

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 deconstruction of three (3) primary structures and one (1) secondary building located in the City of Milwaukee, bid opening dated 10-14-2014 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 _____

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 Deconstruction Project Opening 10/14/2014

three (3) primary structures and one (1) secondary building.

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:

(Individual Principal)

(Business Address)

(Individual Principal)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

By _____ Affix
corporate seal

Attest:

Attest:

(Corporate Surety)

Countersigned

by _____

By _____ Affix
seal corporate Attorney-in-Fact,

State of _____

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

BID BOND AFFIDAVIT

STATE OF WISCONSIN)SS
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 14, 2014

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

REQUIRED OVERALL PROJECT PARTICIPATION			
	SBE	25%	

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:

**City of Milwaukee
Department of Public Works
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 Public Works, unless contrary to federal, state or local law or regulation. To this end, the Commissioner of Public Works, 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 Public Works, 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. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with any applicable City Ordinances relating to the participation of Local Business Enterprises. Following the opening of any bid where the Commissioner has considered compliance with such City Ordinances, the Commissioner shall publish in an official City newspaper his or her determination as to the lowest responsible bidder. Any bidder who objects to the determination based on the consideration of such City Ordinances, may appeal the recommendation by filing a written appeal with the Commissioner within five (5) working days of the date of publication. The appeal shall state the specific objection to the determination, including supporting documentation, and specify an alternative determination. Any appeals that do not conform to this section shall not be considered. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee, and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

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. Department of Public Works 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 shall only be applied to the "base bid".



DEPARTMENT OF NEIGHBORHOOD SERVICES
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

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 NEIGHBORHOOD SERVICES
841 NORTH BROADWAY, ROOM 105
MILWAUKEE, WISCONSIN 53202



DEPARTMENT OF NEIGHBORHOOD SERVICES
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 NEIGHBORHOOD SERVICES
841 NORTH BROADWAY, ROOM 105
MILWAUKEE, WISCONSIN 53202

**City of Milwaukee
Department of Public Works**

Residents Preference Program Provisions

I. General

- A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of 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 % 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. Milwaukee Urban League, located at 435 West North Avenue, Milwaukee, WI 53212. Telephone number 414-374-5850 Ext. 103, fax number 414-374-1995.
 - 2. Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.
- F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.
- G. Right to Appeal – All contracts awarded under ss. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works 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. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the Commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

Contractor Name

DPW Contract No.

Employee Affidavit
Residents Preference Program

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

Residency status:

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

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

AND

Unemployment status:

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

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

OR

Underemployed status:

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

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

Notary Public Milwaukee County

Chart

**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.

Household 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 add'l household member add	6,919	577	289	267	134

Source: Wisconsin Department of Public Instruction
School Nutrition Programs

PRICE BREAKDOWN

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

NO.	PARCEL ADDRESS	DECON ONLY	ASBESTOS	TOTAL PRICE
1	2838 N 7 th Street		ABATED	
2	818 N 35 th Street		ABATED	
3	2028 W Wright Street		ABATED	