

**DIVISION 1  
GENERAL REQUIREMENTS**

**01010 SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.1 CITY OF MILWAUKEE FUNDED RESIDENTIAL REHABILITATION AND REPAIR PROGRAMS**

**A. The Neighborhood Improvement Project (NIP)**

- The Neighborhood Improvement Project (NIP) is an owner occupied repair program for one and two family dwellings. The intent of the program is to correct building code violations and make general maintenance repairs, assure life safety items are in place, address lead based paint hazards, and provide for owner security. The NIP program is not a remodeling program.
- The Neighborhood Improvement Project (NIP) is a federally funded program and all federal rules and regulations governing the Community Development Block Grant Program (CDBG) and the HOME Investment Partnerships (HOME) Program apply.



**B. Housing Production**

- Acquisition/Rehabilitation/Sell Program – Under this program, properties are acquired by a funded agency, rehabilitated and then sold to a private buyer. All rehabilitation work funded by the CITY and the Community Development Grants Administration (CDGA) shall adhere to these **Specifications**.
- New Construction – It is not the intent of the City and the Community Development Grants Administration (CDGA) to apply these specifications to new residential construction projects. However, any new residential construction projects funded by the CITY through the CDGA shall include a written set of construction specifications included as part of the project. These construction specifications shall be approved by the CITY and the Community Development Grants Administration (CDGA).

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

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

**1.2 DEFINITIONS**

**A. The following terms are used throughout these specifications:**

- **Addendum** - An **Addendum** is used to add additional work (labor and/or materials) to the **Scope**.
- **Agency** – **Agency** is the non-profit and/or for profit organization funded as a sub-recipient to perform residential housing repair or rehabilitation under a Federal Grant provided by the City of Milwaukee.
- **Change Order** - A **Change Order** is used to exchange or modify materials and/or work listed on the **Scope** for other materials or work.
- **Contractor** – **Contractor** is the business entity under contract with the **Agency** and charged with the responsibility to complete all or part of the work outlined in the **Scope**. The **Contractor** may be a privately owned for-profit construction business. If the **Agency** elects, the **Agency** may also act as the **Contractor** thereby assuming the responsibility to complete the work listed on the **Scope** utilizing employees of the **Agency**. Or the **Agency** (acting as the **Contractor**) may choose to use a combination of in-house employees and private contractors to complete the work listed on the **Scope**.
- **Inspector** – When referring to the Neighborhood Improvement Project (NIP) program the term **Inspector** shall mean the Department of Neighborhood Services Housing Rehabilitation **Inspector**. For all other City funded housing rehabilitation programs, the term **Inspector** may refer to any person so designated by the City through the Community Development Grants Administration (CDGA) as having the authority to oversee the progress and completion of the work. Note: On projects funded through the Department of City Development’s Neighborhood Improvement Development Corporation (NIDC) the term **Inspector** shall mean the DCD Housing Rehabilitation Specialist.

- **Owner** – The **Owner** is the titleholder of the subject property that is to be repaired or rehabilitated. The titleholder may be a private party (i.e. NIP Program), or the City of Milwaukee, or the **Agency**.
- **Scope** – The **Scope** is a complete list of work to be performed on the subject property. The **Scope** is typically developed and approved prior to CDGA funding of the project. The **Scope** along with the **Specifications** and construction plans (if necessary) constitute a complete set of construction documents. These documents are used to request proposals from contractors and sub-contractors.
- **Specifications** – The **Specifications** entitled “Technical Specifications and Performance Standards” are the City of Milwaukee’s rehabilitation construction standards as currently published in January 2006 and as amended from time to time. A copy of these **Specifications** can be obtained from the City of Milwaukee Community Development Grants Administration (CDGA) website (www.city.milwaukee.gov).
- **Sub-contractor** – **Sub-contractor** is a business entity under contract with the **Contractor** to perform work listed on the **Scope**. A **Sub-contractor** may also be an entity under contract with the **Agency** to perform work listed on the **Scope** when the **Agency** is acting as the **Contractor**.



### 1.3 DEPARTMENT OF NEIGHBORHOOD SERVICES – SCOPE OF WORK

- A. The Department of Neighborhood Services provides written scopes of work for the NIP program. Each NIP property has a **Scope** of work that includes the following:
- Property address.
  - **Owner**'s name and phone number.
  - **Inspector**'s name and phone number.
  - NIP Agency.
  - Survey date.
  - A detailed list of work items organized by location (i.e. North, South, East, or West sides) or room.
  - **Inspector**'s signature.
- B. Each NIP job will have a maintenance **Scope** and, if required, will also have separate mechanical **Scope(s)** for construction, electrical, plumbing and heating work.
- The maintenance **Scope** is a list of general repairs to the property and can include carpentry, painting, roofing, lead abatement or lead hazard reduction, minor masonry or minor concrete work.
  - The construction **Scope** includes necessary repairs to the building's structure, i.e. bearing walls, support beams or columns, roof and floor structures, foundation repairs that require major masonry or concrete work, and extensive concrete flat work. Note: Structural repairs to porches are included in the maintenance **Scope**.
  - A separate electrical, plumbing, and/or heating **Scope** is written if repairs are necessary to these systems.
- C. Copies of NIP **Scope(s)** will have two (2) separate formats.
- “With Prices” format: This format will contain a quantity and price for each individual line item, sub-totals for each room/location and a total estimated job cost including maintenance cost and mechanical cost (if any). Mechanical **Scope(s)** will also include a price and quantity for each line item, sub-totals for each room/location and a total estimated cost. This copy shall not be shared with **Contractor** or others who may be bidding on work listed in the **Scope**.
  - “Without Prices” format (Customer Copy): This format includes the individual line item work description, quantity and room/location without any price information. This copy is given to the **Owner**. This copy is also used by **Contractor** for bidding purposes.
  - “Detailed Cost Breakdown”: This is a one page summary of the estimated costs for the project. . Project costs are analyzed by location and work division. It includes separate breakouts of labor hours, materials, labor cost, and equipment costs. Mechanical **Scope(s)** (if any) are also broken down by labor hours, materials, labor cost, and equipment costs.
  - Inspection and oversight – Inspection and oversight of in-progress and completed work is done by the Department of Neighborhood Services Housing Rehabilitation **Inspector**. Inspection, oversight and clearance of work involving the disturbance of painted surfaces and/or lead abatement is provided by the Milwaukee Health Department Childhood Lead Poisoning Prevention Program (MHD-CLPPP).
- D. Unless noted otherwise, the subject of all imperative sentences in these specifications and the DNS **Scope** is the **Contractor**.
- R/R shall mean **Remove** old and **Replace** with new.
  - F/I shall mean **Furnish** new and **Install** per specifications.
  - A/A shall mean **Assorted Areas**.
  - U/T shall mean **Up To**.

- SF shall mean **Square Foot**.
  - Cu. Ft. shall mean **Cubic Foot**.
  - SQ.YD. shall mean **Square Yard**.
  - EA shall mean **Each**.
  - LF shall Mean **Lineal Foot**.
  - HT shall mean **Height**.
  - T & G shall mean **Tongue and Groove**.
  - Pb-N shall mean **Lead Notification Required**. **Contractor** shall notify the Milwaukee Health Department (MHD) Lead Section prior to starting work on this item. **Contractor** shall use lead safe work methods per [Section 01810 Lead Dust Hazards](#).
  - Pb-A shall mean **Lead Abatement**. **Contractor** shall obtain a lead abatement permit from Milwaukee Health Department (MHD) Lead Section two (2) days prior to starting work on this item. **Contractor** shall use lead safe work methods per [Section 01810 Lead Dust Hazards](#).
- E. **THE CONTRACTOR IS RESPONSIBLE FOR, AND SHALL VERIFY ALL FIELD DIMENSIONS, SIZES, QUANTITIES, SQUARE FOOTAGES, LINEAL FOOTAGES, ETC. BEFORE ORDERING MATERIALS, PRODUCTS OR SUPPLIES. QUANTITIES, SQUARE FOOTAGES, LINEAR FOOTAGES, ETC. LISTED ON THE SCOPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE DEPARTMENT OF NEIGHBORHOOD SERVICES NEITHER MAKES NOR IMPLIES ANY GUARANTEE FOR THE ACCURACY OF THESE NUMBERS.**
- **Contractor** and **Subcontractor** shall obtain complete data at the site and inspect surfaces that are to receive his work before proceeding with fabricating, assembling, fitting or erecting his work. **Contractor** shall be solely responsible for the accuracy of measurements and laying out his work and shall make good any errors, defects due to faulty measurements taken, information obtained, layout, or failure to report discrepancies.
  - Starting of work by the **Contractor** or **Subcontractor** implies his acceptance of the work of others. Removal and replacement of work applied to defective surfaces, in order to correct defects, shall be done at the expense of the **Contractor** who applied work to defective surfaces.
- F. Change orders – Addendums:
- All Changes orders and/or addendum work shall be approved by the **Inspector** in writing. **Owner, Agency, or Contractor** may not authorize any changes or addendums to the **Scope**.
  - Upgrade from the Standard Window Treatment as outlined in [Section 08610 Standard Window Treatment](#) to a vinyl or aluminum replacement window per [Section 08600 Windows](#) is allowed with **Inspector** notification. Any additional cost due to this upgrade is solely the **Contractor's** expense unless authorized by the **Inspector** in writing.
  - **Contractor** shall not enter into separate side agreements with the **Owner** (or anyone else) to do additional work outside of the **Scope**, or in exchange for work on the **Scope**.
- G. The **Scope** is final. **In no case** shall the **Contractor** agree to, or initiate work on anything that is not listed in the **Scope** without the written approval of the **Inspector**. In emergency situations, or when time is of the essence, the **Inspector** may give verbal approval to deviate from the **Scope**. All verbal approvals will be put in writing by the **Inspector** when time allows.

#### 1.4 PROJECT REQUIREMENTS

- A. Notice to proceed:
- **Contractor** shall not begin work on a project without a written notice to proceed from the **Agency**.
  - **Contractor** shall notify **Owner** of intent to start work a minimum of 24 hours before starting work or as outlined in [Section 01810 Lead Dust Hazards](#).
  - **Contractor** shall notify the Milwaukee Health Department (MHD) prior to beginning work on any painted or otherwise coated surfaces as outlined in [Section 01810 Lead Dust Hazards](#).
- B. **Owner's** Selections:
- **Contractor** shall obtain a completed written and signed **Owner's** Selection Sheet (Appendix A).
  - **Owner's** selections are limited to standard colors, styles, and readily available materials as outlined on the **Scope** and as specified herein.
  - In no case shall an **Owner** pay, or the **Contractor** accept, additional money for items not listed on the **Scope**, special order items, upgrades or luxury items without the written approval of the **Inspector**.
- C. Pre-construction conference:
- **Contractor** shall schedule a pre-construction meeting at the job site with the **Owner, Agency** and if necessary the **Inspector**.

- The pre-construction conference is the **Contractor's** opportunity to ask questions about the **Scope, Specifications, Owner** selections, permits required, inspections, etc.

D. **Contractor's** use of facilities:

- **Owner** shall provide **Contractor** with access to the site during normal business hours, 7:00 AM–5:00 PM Monday through Friday. **Contractor** shall not work on weekends or holidays without the approval of the **Owner** and Milwaukee Health Department Lead Section.
- **Owner** and occupants shall remain out of the work areas as outlined in [Section 01810 Lead Hazards](#).
- **Owner** shall provide the **Contractor**, at no charge, access to electrical, water, telephone and bathroom facilities.
- **Owner** shall provide the **Contractor** with access to all work areas (interior and exterior) by cleaning and removing debris, furniture, window coverings, household items, etc. **Owner** shall maintain the property in a clean and sanitary fashion throughout the construction period.
- **Owner** shall keep valuables, breakable items, collectibles, money, etc. stored in a safe and secure location prior to **Contractor's** arrival and throughout the construction period.
- **Owner** shall remove and secure pets to allow **Contractor** safe access to work areas.
- **Owner** is responsible for providing the **Contractor** with a safe work environment. Threatening or abusive behavior, brandishing of weapons, or use and/or possession of illegal drugs will subject the **Owner** to cancellation from the housing program.

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

## 1.5 CONTRACTING REQUIREMENTS

A. General **Contractors** and **Sub-contractors** shall possess all required licenses prior to accepting and/or entering into any contracts to perform work on City of Milwaukee funded rehabilitation projects.

- General **Contractors** and **Sub-contractors** shall have a current City of Milwaukee Home Improvement Contractors License.
- General **Contractors** and **Sub-contractors** shall have a current State of Wisconsin Dwelling Contractor Financial Responsibility Certification.
- General **Contractors** and **Sub-contractors** performing lead abatement work or work that will disturb painted or otherwise coated surfaces in excess of two (2) square feet shall hold a valid State of Wisconsin Lead (Pb) Company Certification.

B. Trade **Contractors**, i.e. electrical, HVAC, plumbing, etc. shall have the following licenses and/or certifications:

- Electrical contractors shall have a valid State of Wisconsin Master Electrician's license in addition to a City of Milwaukee Electrical Contractor's License. Electrical contractors possessing only a valid City of Milwaukee Master Electrician's license shall be considered in compliance with this requirement.
- Heating, ventilating, and air conditioning (HVAC) contractors shall hold a valid State of Wisconsin HVAC Contractor license.
- Plumbing contractors shall have a valid State of Wisconsin Master Plumber License.

C. **Contractor** shall provide all required proof of insurance prior to accepting or entering into any contracts to perform work on City of Milwaukee funded rehabilitation projects.

- The **Contractor** shall provide additional proof of insurance and/or proof of insurance renewal when any changes to **Contractor's** insurance coverage occur while the **Contractor** is under contract with the City of Milwaukee or one of its funded **Agencies**.

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

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

## 1.6 TIMELINESS

A. Work shall be completed in a manner that is least disruptive to the **Owner** and occupants.

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

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

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

## 1.7 PERMITS

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

## 1.8 QUALITY STANDARDS

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

## PART 2 – PRODUCTS AND MATERIALS

### 2.1 PRODUCT INFORMATION:

- All products and materials shall be new in unopened containers and/or packaging.
- Supply **Owner** with all product owner manuals, operating instructions, maintenance instructions, and product warranties.
- Supply **Inspector** and **Owner**, product specifications to prove compliance with the **Owner's** selections and these specifications.

### 2.2 OWNER SELECTIONS

- Contractor** shall obtain from the **Owner** a completed, signed, and dated Owners Selection Sheet prior to starting work under the contract.
  - **Owner** shall select colors, finishes, products, styles, etc. from standard and readily available materials and products. Special order or “custom products” shall only be used with **Inspector's** approval.
  - **Contractor** shall submit a signed and dated copy of the Owners Selection Sheet to the **Agency**.
- All materials and products installed by the **Contractor** shall be approved for its intended use by a recognized testing laboratory.

## PART 3 – INSTALLATION

### 3.1 INSPECTIONS

- Department of Neighborhood Services inspections (Neighborhood Improvement Project – NIP):
  - Progress inspections and final inspections of maintenance work are done by the Department of Neighborhood Services Housing Rehabilitation Inspector herein after referred to as the “**Inspector**”.
  - Progress inspections and final inspections of mechanical work under permit are done by the Department of Neighborhood Services district trade inspectors, i.e. construction, HVAC, electrical, plumbing.
- Other City of Milwaukee funded rehabilitation programs:
  - Inspections shall be performed as per programmatic guidelines as set forth by the Community Development Grants Administration (CDGA).
  - Department of Neighborhood Services provides all required permit inspection services, i.e. construction, HVAC, electrical, plumbing, etc.
- Milwaukee Health Department inspections:
  - Daily progress inspections and final clearance testing are performed by Milwaukee Health Department Lead Risk Assessors in accordance with [Section 01810 Lead Dust Hazards](#).
- Completions (Neighborhood Improvement Project – NIP):

- A completed project includes a sign off of the **Scope** by the **Inspector**, a final passing lead clearance test by the Milwaukee Health Department (MHD) Lead Section and all required permits including mechanical permits (if any) signed off by the appropriate district trade inspector.
  - The final completion date of a NIP project is determined by the **Inspector** and is based on the sign off requirements listed above.
- E. Completions under other City of Milwaukee funded rehabilitation projects are determined by programmatic policy and the Community Development Grants Administration (CDGA).

### 3.2 PERFORMANCE STANDARDS

- A. Performance standards shall be as specified by the product manufacturers and as stated herein:
- **Contractor** shall warrant his/her labor and materials for a period of one year after date of completion. The date of completion is the date in which the **Inspector** signs off on the **Scope** of work. When work scopes require a permit, the **Contractor** shall be responsible for obtaining all permit sign-offs from the appropriate DNS district trade inspector.
  - **Contractor's** quality of materials and workmanship shall meet a 5 year performance standard as outlined in the Milwaukee Metropolitan Builders Association of Greater Milwaukee, Inc. "Construction Industry Quality Standards".
  - Complaints of non-compliance with the Performance Standards within the one year warranty period and verified by the **Inspector** shall call for corrective action by the **Contractor** at the **Contractor's** expense. Complaints during years 2-5 unless determined to be gross negligence or omission by the **Contractor**, are the responsibility of the **Contractor** and **Owner** and will not be verified by the **Inspector**.

END OF SECTION – 01010 SUMMARY OF WORK

