

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

INFORMAL INVITATION TO BID

Commissioner of Department of City Development
Phone: 414-286-5800

OFFICIAL NOTICE NO. **57874**

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of City Development BID DESK, located on the second floor at 809 N. Broadway, Milwaukee, Wisconsin 53202, no later than **December 19, 2019, at 11:00 A.M.**

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in the following (when applicable):

Informal Invitation to Bid; Specific Official Notice No. 57874; Detailed Specifications; Plans and Special Conditions of this particular project, and the proposed contract.

Your bid must meet the Detailed Specifications and the Plans for this particular project.

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

The bid must be signed and comply with all the requirements as set forth herein, or it will not be considered.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and the time above specified will be deemed rejected.

NOTE: Be sure to read the General Official Notice to Contractors, Detailed Specifications, and Special Conditions (when applicable) pertaining to this bid.

**DESCRIPTION Electrical Maintenance Services
 City Of Milwaukee Habitable and
 Improved Neighborhood properties
 Milwaukee, WI**

DETAILED SPECIFICATIONS DATED November 21, 2019.

**FOR: Electrical Maintenance Services
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI**

The SBE Requirement for this Project is: 25% SBE Participation

Liquidated damages: See Specifications

Time of contract: Contract to be executed and effective January 23, 2019. The first term of the contract will be for one year, with the option to extend for two additional one-year periods, upon mutual consent of both parties. Electrical Services will be on an as needed project by project basis

BID SECURITY REQUIRED: BID SECURITY IN AN AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00) IS REQUIRED AND MUST ACCOMPANY BID.

DETAILED SPECIFICATIONS: dated 11/21/19

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

<http://city.milwaukee.gov/DCD/RFPs>

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

Please e-mail Scott Stange with any questions regarding this bid: sstang@milwaukee.gov. The deadline for questions will be **December 10, 2019**. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this Bid by the end of the day on December 12, 2019, and will be posted at the following website:

<http://city.milwaukee.gov/DCD/RFPs>

Bidders will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the Invitation for Bid and all Bidders shall be bound by such.

All Bidders shall acknowledge receipt and acceptance of all addendums, if any, for this Invitation for Bid by signing the addendum and submitting the signed addendum with your bid. **BIDS SUBMITTED WITHOUT ALL SIGNED ADDENDUMS WILL BE CONSIDERED NON-RESPONSIVE**

OFFICIAL NOTICE 57874

**Electrical Maintenance Services
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI**

Invitation to Bid Form

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

Bids Close: December 19, 2019, at 11:00 A.M. (Time and Date)

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

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

of _____
Street City Zip Code Telephone Number

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

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

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

FOR: **Electrical Maintenance Services
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI**

ALL BIDS MUST BE TYPED OR PRINTED

For furnishing all labor and equipment to perform the necessary and required services for Electrical Maintenance Services and Emergency After Hours Services at City Of Milwaukee Habitable and Improved Neighborhood properties all in accordance with the specifications and project manual

BASE BID TOTAL SUM:

Calculated BASE BID TOTAL based on the following formula:

Base Bid= (Unit Price 1 x 100 hours + Unit Price 2 x 10 hours). This represents the yearly average estimate of electrical service work during the past three (3) years.

(Bid in figures) \$ _____

(Bid in words) \$ _____

PER HOUR UNIT PRICE 1 AND PER HOUR UNIT PRICE 2:

Each bidder shall provide on the bid proposal the following unit prices. The unit prices shall include the cost for all labor and equipment necessary to complete the work as indicated and specified herein, including, but not limited to: travel time, overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Insurance, Industry Programs, profit on "Wage Rate" and/or "cost" and other expenses.

UNIT PRICE # 1: A per hour rate for furnishing all labor and equipment to perform the necessary and required **regularly scheduled services** for Electrical Maintenance Services at City of Milwaukee Habitable and Improved Neighborhood properties regardless of the number of service employees / technicians sent to perform the work. **Regular scheduled work** shall be conducted **Monday through Friday, 8:00 a.m. – 4:59 p.m.** for Electrical Services in accordance with the bid documents and specifications herein.

(Bid in figures) \$ _____ per hour

(Bid in words) \$ _____ per hour

UNIT PRICE # 2: A per hour rate for furnishing all labor and equipment to perform the necessary and required **emergency services** for Electrical Maintenance Services regardless of the number of service employees / technicians sent to perform the work. **Contractor must be available 24/7. Contractor shall call within 30 minutes and their response time shall not exceed two hours.** Contractor must provide an after-hours phone number(s) that DCD can rely on to reach a member of the Contractor's team to respond to Emergency requirements.

(Bid in figures) \$ _____ per hour

(Bid in words) \$ _____ per hour

***** IMPORTANT NOTICE *****

ALL BID PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

IN ADDITION, IF THERE IS A DISCREPANCY BETWEEN THE TOTAL INDICATED IN THE PROPOSAL AND THE AMOUNT OBTAINED BY ADDING THE PRODUCTS OF THE QUANTITIES TIMES THE UNIT PRICES, THE LATTER SHALL GOVERN. ANY ERRORS FOUND IN THE TOTAL INDICATED SHALL BE CORRECTED AND THE CONTRACT AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE CORRECTED TOTAL.

IF DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

Rev. 10/06

ACKNOWLEDGEMENTS PAGE

Official Notice No. 57874

SMALL BUSINESS ENTERPRISE PROGRAM

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined herein. The bidder also agrees to comply with the specific requirements as follows:

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

In submitting this bid, the bidder understands that the Commissioner of Department of City Development reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Department of City Development (DCD)) and such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that failure to execute and to deliver the contract or to furnish the required insurance within five (5) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

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

Bidder assures the City and acknowledges that the Official Notice, Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Specifications, Addenda's, if any, of this particular project have been read and has a full understanding of the provisions therein.

SIGNATURE PAGE – IMPORTANT – SIGNATURE IS REQUIRED OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Rev. 2/2012

Official Notice No. 57874

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice and the Invitation to Bid, Specifications, Addenda's, if any, for this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by: _____
Name of Bidder (person, firm or corporation)

Telephone No: _____

Fax No: _____

Address: _____

(City, State, Zip Code)



Signed per _____
(Manual **signature required**)

MUST BE SIGNED

Official Capacity _____

BID DATED _____

SBE Contractor: Yes: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____

BID SUBMITTAL CHECKLIST

CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- Informal Invitation to Bid Form with Bidder's unit prices and Base Bid Total Sum
- Signature Page
- Signed Addendum, if any
- Affidavit of Non Collusion
- Bid Security

**NOTE: FAILURE TO SUBMIT ANY ONE OF
THE DOCUMENTS LISTED ABOVE WILL
RESULT IN BID REJECTION.**

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

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

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

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

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

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

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

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

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

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

Notary Signature

My commission expires _____, 20____.

Non-Debarment Form

The undersigned, being duly authorized to act on behalf of _____ (the "Contractor"), hereby certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Contractor further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at <http://epls.arnet.gov>."

Signature/Authorized Official

Date

Title

City Of Milwaukee

Department Of City Development

Small Business Enterprise (SBE) Provisions

I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of City Development. The ordinance requires that certified SBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of the Department of City Development, as a contracting officer for the City, requires all bidders to utilize SBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve the minimum percent of SBE participation listed in the Acknowledgements page/section and/or the Official Notice document.
- B. The prime contractor shall prepare and submit accurate and timely SBE utilization forms and reports to the Department of City Development. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and SBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of City Development may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final SBE utilization reports and SBE subcontractor payment certification forms are on file with the Department of City Development.
- C. During the performance of this contract, the Department of City Development reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of the Department of City Development will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of City Development may take one or more of the actions listed below:
 - 1. Terminate or cancel the contract, in whole or in part.
 - 2. Consider possible debarment of the prime contractor from bidding.
 - 3. Withhold payments on the contract.
 - 4. Any other remedy available to the City at law or in equity.

II. Definitions

- A. "SMALL BUSINESS ENTERPRISE" (SBE) means a business that has been certified by the office of small business development based on the requirements specified in s. 370-25.
- B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
 - 1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.
 - 2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise

and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.

3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. SBE Utilization Requirements

- A. Each prime contractor shall utilize SBE to the minimum percent listed in the Acknowledgements section/page and or Official Notice Document for this contract. Note that the prime contractors shall be required to attain SBE participation on their base bid excluding specified allowances, alternatives, and change orders. SBE commitments relative to contract award shall be based upon the approved SBE Compliance Plan (Form A).
- B. The determination of SBE utilization shall be based on the following criteria:
 1. The firms identified as SBE by the prime contractor on the SBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.
 2. The prime contractor shall be credited for the entire expenditure to SBE firms only if all of the identified scope of work is performed directly by the certified SBE firm.
 3. The prime contractor shall be credited for the entire expenditure to SBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the SBE goals may be expended for SBE suppliers that do not manufacture products they supply.
 4. The prime contractor shall count toward the SBE requirement only those payments to SBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an SBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an SBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an SBE, the full amount of the work performed by that third tier SBE can be counted toward SBE participation. However, if the third party subcontractor is not an SBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-SBE subcontractor. SBEs are required to notify the Department of City Development if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the SBE requirement. The Commissioner of the Department of City Development will make the final determination and evaluation of whether the SBE is performing a commercially-useful function.
- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed SBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."
 1. Information on Form A shall include, but not be limited to:
 - a. The names, addresses, telephone numbers, SBE Certification designation and contact person names for the certified SBE contractors that will participate on the project as subcontractors or suppliers;

- b. A description of the scope of work to be performed by the SBE on this project; and
 - c. The SBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
- 2. Listing an SBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the SBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
 - 3. SBE participation is an element of bid responsiveness. Failure to meet the specified SBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified SBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
 - 4. Only SBEs that have been certified by the Office of Small Business Development may be listed on the SBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified SBE firms is maintained at:

Office of Small Business Development
200 East Wells Street
City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752
www.milwaukee.gov/osbd

- D. After execution of the contract, if for any reason an SBE cannot perform, the prime contractor shall contact the Commissioner of the Department of City Development for approval to substitute another certified SBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-SBE firm may be substituted with the approval of the Commissioner of the Department of City Development.
- E. If the prime contractor has a problem in meeting the SBE requirements or if any other problems relative to SBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of the Department of City Development.
- F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.



CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM A - CONTRACTOR COMPLIANCE PLAN

This compliance plan must be completed in its entirety by the apparent low bid contractor within three (3) working days after the identification of the "low bidder," regardless of SBE participation or lack thereof.

I. GENERAL INFORMATION (REQUIRED)

BID # _____ SBE Participation: _____% Total Dollar Amount: \$ _____

BID Description: _____

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Print Name: _____ Title: _____

City of Milwaukee SBE Certification: _____ Yes _____ No

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge. Failure to submit this form and/or meet the specified SBE requirements may render the Bid/RFP unresponsive.

Name of Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

FOR STAFF USE ONLY

Reviewed by OSBD Staff: _____ Date: _____

**CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
CONTRACTOR COMPLIANCE PLAN**

List all subcontractor information in its entirety. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

IV. SUBCONTRACTOR INFORMATION

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification ___ Yes ___ No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ _____ Percentage of contract: _____%

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification ___ Yes ___ No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ _____ Percentage of contract: _____%

PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION

Department of Administration - Business Operations Division
Office of Small Business Development
City Hall, Room 606
200 East Wells Street
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 286-8752
www.milwaukee.gov/osbd



SBE MONTHLY REPORT

The monthly report should be completed in its entirety and submitted **no later than the 20th of every month** to DOA-Office of Small Business Development. If this represents the final report, Form E - SBE Payment Certification should be attached for each subcontractor.

SECTION I. GENERAL INFORMATION (REQUIRED)

Month: _____ Final Report: Yes No

Prime Contractor: _____

Address : _____ City/State/Zip: _____

City of Milwaukee SBE Certification: Yes No

Purchase Order / Contract # : _____ Project Name / Number: _____

Description of service performed and/or materials supplied: _____

Prime Contractor's Total \$ _____ Prime Contractor's YTD \$: _____

Start Date: _____ Completion Date: _____ SBE Participation Requirement \$ _____ / _____ %

SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)

List all SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

Name of SBE Firm	Service Performed / Material Supplied	Amount Paid for the Month (\$)	Total (\$) Paid Y-T-D
Total Payments to SBE			

SECTION III. ACKNOWLEDGEMENT (REQUIRED)

I/we hereby certify that I/we have ready the above and approved this information to be precise and confirmed. I further understand that failure to return this form by the specified time may cause a delay in payments (if applicable).

Report Prepared by: _____ Title: _____ Date: _____

Authorized Signature: _____ Title: _____ Date: _____

Department of Administration - Business Operations Division
 Office of Small Business Development
 City Hall, Room 606
 Milwaukee, WI 53202
 Information Line: 414-286-5553 Fax: 414-286-8752
www.milwaukee.gov/osbd

DIRECTIONS FOR COMPLETING FORM D - MONTHLY REPORT

SECTION I. GENERAL INFORMATION

Please provide all contractual information as indicated in Section I.

If the purchase order/ contract or project requires Small Business Enterprise (SBE) requirements, please indicate the percentage in the designated area.

SECTION II. SUBCONTRACTOR INFORMATION

Monthly reports are due by the 20th of each month via fax at 414-286-8752 or US Postal Service.

The data should indicate payments for the previous month. If there are zero payments for a reporting period, a monthly report indicating such should still be submitted.

Only report payments to City of Milwaukee SBE firms. Non-SBE firms will not be counted towards participation requirements.

Please duplicate the form if you need to add additional payment information.

SECTION III. ACKNOWLEDGEMENT

Sign and date Form D signifying that all information is precise and confirmed. Unsigned forms will not be accepted.



SBE SUBCONTRACTOR FINAL PAYMENT CERTIFICATION

This form is to be completed and signed by the Prime Contractor and SBE subcontractor firms that were utilized in connection with the contract/ project listed below, either for service performed and/or as a supplier.

Prime Contractor Name: _____

Prime Contractor's Bid or RFP#: _____ Purchase Order or Contract # _____

Project Name: _____

I hereby certify that our firm has paid the listed amount to the SBE Subcontractor as indicated below for work performed and/or material supplied on the above contract/project.

Authorized Signer: _____ Date: _____

Subcontractor Name: _____

Total payment received \$ _____

I hereby certify that our firm has received the listed amount from the Prime Contractor as indicated above for subcontract work performed and/or material supplied on the above contract/project.

Owner/Representative Signature: _____ Date: _____

Submit this form with the Prime Contractor's **final FORM D** (SBE Monthly Report) to:

Department of Administration
Office of Small Business Development
City Hall – Room 606
200 East Wells St
Milwaukee, WI 53202
(or fax to 414-286-8752)

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. Effective May 31, 2014, completion of the Slavery Disclosure Affidavit is required ONLY if the Contractor's company was established during or prior to the slavery era (prior to the year 1865). If the Contractor's company was established in or before 1865, the form is required, regardless of contract type – bid, contract, JumpStart, Service Order, Purchase Order, etc.

Therefore, if the Contractor's company was established *after* the year 1865, a Slavery Disclosure Affidavit is not required.

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

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



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

Affidavit of Compliance
Disclosure of Participation in or Profits Derived from Slavery by Contractors

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. **NOTE: Effective May 13, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract.**

Please check one:

- This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and have found no such records.
- This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am disclosing the findings below.

Findings being disclosed (please attach additional pages, if necessary):

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

Authorized Signature: _____
Printed Name: _____ Date: _____

Subscribed to before me on this _____ day of _____, 20____, at _____ County, _____ State.

Notary Public Signature

Printed Name

My commission expires: _____

(SEAL)

Please Return to:
DOA-BOD-Procurement Services
200 E. Wells Street, Room 601
Milwaukee, WI 53202

procurement.services@milwaukee.gov



NOTICE

**HOURLY RATE FOR EMPLOYEES WORKING ON CITY
OF MILWAUKEE CONTRACTS SHALL NOT BE LOWER THAN**

\$11.32 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/2019

Per Section 310-13, Milwaukee Code of Ordinances

CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT

DEPARTMENT OF ADMINISTRATION-PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION

BID/RFP NUMBER: _____ DATE: _____

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **\$11.32** per hour. The undersigned agrees to make a sworn report within 10 days following the completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report from every subcontractor employed by the contractor, to the DCD - Procurement Services Division. Such report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than **\$11.32** per hour, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

ALL OF OUR EMPLOYEES RECEIVE AN HOURLY WAGE THAT IS GREATER THAN **\$11.32/HOUR**. **NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED**.

I/We hereby state that I/we will comply with Section 310-13 of the City of Milwaukee Code of Ordinances as stated above:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

Personally came before me on this _____ day of _____ 20____ ,
(he/she) _____ who acknowledges that he/she 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.

(SEAL)

NOTARY PUBLIC SIGNATURE

PRINT NAME

My commission expires: _____

INVITATION, INSTRUCTIONS, TERMS AND CONDITIONS

CITY OF MILWAUKEE TERMS AND CONDITIONS FOR UNSEALED INFORMAL BIDS AND CONTRACTS

All bids must be signed to be considered. Pages containing "standard conditions for bidding" and the applicable specifications need not be returned with your bid, but the pricing and the signature pages must be returned.

- **BID BONDS, PERFORMANCE BONDS, INSURANCE:**

- **BID BONDS:** a bid bond in an amount of Five Hundred Dollars (*\$500.00*) the bid bond must be approved by the Office of the City Attorney as to its form and execution prior to its submittal. All bid bonds will expire at the time that the successful bidder is awarded a contract with the City.
- **PERFORMANCE BONDS:** If required, a performance bond in the amount specified in the Bid, is to be provided by the successful bidder to the Department of City Development (DCD), Procurement Services Section, within ten (10) calendar days after receipt of the contract. Failure to do so can make the contract voidable at the City's discretion. Performance bonds must be approved by the Office of the City Attorney prior to the commencement of any work.
- **INSURANCE:** If applicable, an insurance certificate, which meets the City's requirements, shall be provided to the DCD, Procurement Services Section with the bid or as stated in the bid/specifications. Failure to do so can make the contract voidable at the City's discretion. Said insurance certificate must be approved by the Office of the City Attorney prior to the commencement of any work.
- The bid bond, the performance bond, and the insurance certificate must be issued by companies licensed to do business in the State of Wisconsin, or signed by an agent licensed by the State of Wisconsin. The City of Milwaukee will be named as an additional insured with respect to liability coverage.
- The bid bond, performance bond, and insurance certificate must be accompanied by an affidavit setting forth that: No City official or City employee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale, furnishing of the bid bond, performance bond or insurance certificate. Said affidavit must be signed by the same agent who signs the bid bond, performance bond or insurance certificate.

- **BID DEPOSITS,** your deposit in the amount of Five Hundred Dollars (*\$500.00*) must be submitted in your bid envelope with your bid. Your deposit must be in the form of a cashier's or teller's check, certified check, or money order, or Bid Bond. All bid deposits will be held by the City Treasurer until the time that the successful bidder is awarded a contract with the City. At that time, all bid deposits will be returned to all bidders.

It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per

year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.

The City will determine the low bidder by taking into consideration cash discounts offered by the bidders only if the payment terms are 30 days or more. However, if the low bidder who is awarded this contract has quoted a more favorable discount for earlier payment, and the City pays within that earlier time frame, the bidder will be held to that quoted discount.

SCOPE - These Standard Conditions apply to any and all subsequent award(s) except where special requirements are stated elsewhere in the Invitation for Bids. In such cases, the special requirements apply.

PRICES - Bid prices should be stated in units requested. Do not show list prices and trade discounts unless they are requested. Prices shall be firm. Any deviation from these requirements may result in bid rejection.

DELIVERY TERMS - All bid prices must include delivery F.O.B. Destination to the address as indicated at time of order placement.

TAXES - Bids should not include Federal Excise and Wisconsin Sales Taxes, as the City is exempt from payment of such taxes. The City's Wisconsin Sales and Use tax exemption number is ES 44381 State Statute No. 77.54(1) and (9a). Federal Excise Tax Certificate of Registry No. A-245518.

PACKAGING - Materials shall be clearly labeled and packaged in accordance with Federal and Wisconsin requirements and as specified in the terms and conditions of the Bid Invitation.

GUARANTEED DELIVERY: Failure by the contractor to adhere to the delivery schedule as specified, or to promptly replace rejected or defective materials, shall render the contractor liable for the difference between the "open market" and the contract price, and/or other costs as applicable under the Uniform Commercial Code.

EXTENSIONS - Agreements shall run for the period indicated. Any Option of Extension, if agreed to by both the City and the contractor, shall be exercised within sixty (60) days of the contract expiration date.

CANCELLATION - The City of Milwaukee reserves the right to cancel any order or contract for failure of the successful bidder to comply with terms, conditions & specifications of the Invitation to Bid.

SUBSTITUTIONS AND EQUIVALENTS - Substitutions or equivalents of specified items may be permitted at the sole discretion of the City Purchasing Director. If bidding other than the specified product make and model number, descriptive literature must be submitted with the bid. Failure to do so may be cause for bid rejection. Factors considered when evaluating the acceptance of a substitution or equivalent include but are not limited to considerations such as size, color, compatibility, performance capability, and/or warranty.

COUNTER OFFERS - Bids submitted with changes to any terms, conditions, specifications, or plans stated herein and made without approval from the DOA-Purchasing Division prior to bid opening will be viewed as a counteroffer and may result in bid rejection.

SAFETY REQUIREMENTS - All material, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEETS - Bidders should supply the City, when applicable, with a MATERIAL SAFETY DATA SHEET for the material bid. In addition, the vendor should supply any material related to the safe use of this material and hazards associated with its use, including but not limited to installation procedures and personnel protective equipment requirements. All hazardous components shall be identified.

All data sheets should accompany the bid and have the bid number clearly printed on the first page. Failure to provide the appropriate material safety data sheets and related material, when applicable, may result in bid rejection.

RESERVATIONS - The right is reserved to (1) reject any or all bids; (2) award items separately or in the aggregate, whichever is the best interest of the City; (3) order within 10%, more or less, of the quantity specified.

NON-DISCRIMINATION - In performing in accordance with the terms of the Invitation to Bid Request, the vendor agrees not to 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 protected categories as defined in Section 109-45 of the Milwaukee Code of Ordinances. Vendor is required to include a similar provision in all subcontracts. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. Wisconsin Statute 16.765(1) and (2), and provisions of section 109-45 of the Milwaukee Code of Ordinances.

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

SPECIFICATION APPEALS - Specifications, if applicable, can be appealed by filing a written appeal with the City Purchasing Director at least five (5) working days prior to bid opening. EFFECTIVE AUGUST 8, 2001, THE FEE REQUIRED FOR A VENDOR TO APPEAL BID SPECIFICATIONS PURSUANT TO s. 16-05 OF THE CHARTER AND s. 310-19 OF THE CODE SHALL BE 1% OF THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT. IF YOUR APPEAL IS UPHeld, THE APPEAL FEE WILL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL.

Contact the appropriate purchasing agent for filing instructions.

WITHDRAWAL OF BIDS - Bids may be withdrawn, only in total, prior to award, and only by written request to the appropriate Purchasing Agent. Bid withdrawal will only be granted in the case of an error that will result in a significant financial hardship to the bidder.

CONTRACTOR TAXPAYER IDENTIFICATION NUMBER - The contractor must provide accurate information related to its taxpayer identification number. If incorrect information is provided and the contractor fails to adequately and timely respond to the City's efforts to obtain corrected information, the City may impose a fee equal to the City's added costs for meeting backup withholding requirements. This sum may be deducted from payments owed the contractor pursuant to this or other contracts, or may be billed separately. Failure to cooperate with the City in this regard or failure to pay a fee imposed under this provision could result in the contractor being barred from participating in future City contracts.

INTEREST IN CONTRACT - No officer, employee, or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.

BID SUBMITTAL - Bids MUST be submitted on the forms provided by the City of Milwaukee. The use of other forms or attachments of conditions for bidding contrary to City of Milwaukee conditions may invalidate your bid.

BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME INDICATED ON THE BID WILL BE REJECTED.

FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION: The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

OTHER PROVISIONS - Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

FAIR TRADE PROVISION: If this bid relates to the purchase of food or beverages, the contractor is urged to make Fair Trade products available in accordance with Common Council Resolution Number 070280 declaring the City of Milwaukee a Fair Trade City, effective July 18, 2007.

Revised: 3/4/2016

Detailed Specifications Dated 11/21/19

**Department of Department of City Development
Official Notice #57874**

**Electrical Maintenance Services
City Of Milwaukee
Habitable and Improved Neighborhood properties
Milwaukee, WI**

I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit a unit price for the Electrical maintenance work described listed in Section III. Technical Specifications, complete in every respect and in accordance with the bid documents and specifications herein. Calculate the Base Bid Total Sum price, pursuant to the bid formula included under ‘Bid Evaluation’ in this section.

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

B. **UNIT PRICE:** Each bidder shall provide on the bid proposal the following unit price. The unit price is to be used in arriving at the Base Bid Total Sum. The unit price will be used for work required for the project under the contract.

The unit prices shall include the cost for all labor and equipment necessary to complete the work, regardless of the number of service employees / technicians sent to perform the work, as indicated and specified herein, including: travel time, overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, and profit on “Wage Rate” and/or “cost” and other expenses

Unit Price No. 1: Submit a per hour rate for furnishing all labor and equipment to perform the necessary and required **regularly scheduled services** for Electrical Maintenance Services at City of Milwaukee Habitable and Improved Neighborhood properties regardless of the number of service employees / technicians sent to perform the work. **Regular scheduled work** shall be conducted **Monday through Friday, 8:00 a.m. – 4:59 p.m.** for Electrical Services in accordance with the bid documents and specifications herein.

Unit Price No. 2: Submit a per hour rate for furnishing all labor and equipment to perform the necessary and required **emergency services** for Electrical Maintenance Services regardless of the number of service employees / technicians sent to perform the work. **Contractor must be available 24/7. Contractor shall call within 30 minutes and their response time shall not exceed two hours.** Contractor must provide an after-hours phone number(s) that DCD can rely on to reach a member of the Contractor’s team to respond to Emergency requirements.

C. **BID EVALUATION:** Base bid defined by following formula. Bids will be evaluated by using the hourly rate and multiplying it by 100 hours (this number is the average amount of hours per year during the past three (3) years. It is not a guarantee of the amount of future hours). **Contract award will be based on calculated BASE BID TOTAL.**

The City reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City.

The unit price provided with this bid **will be used as the basis for payment of the work completed.** (The following figures are **for example purposes only** and are not an indication or guaranty of work.)

Formula Example:

The unit prices provided with this bid **will be used as the basis for payment of the work completed.** (The following are figures are **for example purposes only** and are not an indication or guaranty of work.)

This column represents where you would enter in your unit price bid amounts in your bid documents

Formula Example:	↓		
Unit Price No. 1	\$50.00, per hour (Regularly scheduled)	times 100 =	\$5,000.00
Unit Price No. 2	\$75.00, per hour (Emergency)	times 10 =	\$ 750.00

This calculated amount would be your **BASE BID TOTAL SUM** → \$5,750.00

D. BID SUBMITTAL CHECKLIST (**Important**): CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- Invitation to Bid Form with Bidder’s unit price and Base Bid Total Sum
- Signature Page
- Signed Addendum, if any
- Affidavit of Non Collusion
- Bid Security

NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE WILL RESULT IN BID REJECTION.

E. REIMBURSEMENT FOR MATERIALS: Upon submittal of itemized store receipts, **materials will be reimbursed at cost (i.e. without any markup).** Receipts shall be attached to invoices. **Please note, that the City of Milwaukee is exempt from** Federal excise and Wisconsin sales taxes and therefore will not reimburse contractor for sales tax on any materials purchased to perform the services of the contract.

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

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

G. CONTRACT AWARD: The Commissioner of DCD will award the contract on the basis of the formula in the Bid Evaluation in the amount of the BASE BID TOTAL SUM. The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete

any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids.

H. CONTRACT BREAKDOWN: The unit prices with this bid will be used as a basis for payment of the work completed. There will be no exceptions to the hourly rate and reimbursement for materials during the time of the contract.

I. CONTRACT EXTENSION: This contract may be extended for two (2) additional one (1) year periods. Extension of the contract is on a one year basis and is subject to the conditions listed below:

1. Satisfactory completion of work performed and in a timely manner.
2. Satisfactory response time, meeting requirements of contract.
3. Satisfactory SBE participation, per the bid documents

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

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

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

K. REGULAR SCHEDULED WORK HOURS: Regularly scheduled work shall be conducted Monday through Friday, 8:00 a.m. to 4:59 p.m. Contractor shall call or email DCD to acknowledge receipt of work orders.

L. START AND COMPLETION: Contractor shall not proceed with work until directed to do so by DCD or its agent. The contractor shall receive authorization to proceed with work via a faxed Work Order or called in with the Work Order number. The Contractor shall have in its employ a sufficient force of qualified and competent personnel to commence work on each property within **twenty-four hours** of contractor receiving Work Order from DCD to proceed. Picking up keys to a property does not constitute commencement of work. The Contractor shall complete the work within seventy-two hours (72) (excluding Saturdays, Sundays, and holidays) DCD may grant an additional seventy-two (72) hours to complete (or within additional time extension granted by DCD); **liquidated damages** in the amount of Twenty and 00/100 Dollars (\$20.00) may be assessed for each day of delay. Contractor shall take all steps necessary to minimize the inconvenience to the resident(s) of the property, shall complete the work as rapidly as possible and shall conduct its operation in the utmost discretion and cooperation with DCD.

M. EMERGENCY WORK: Contractor shall be available 24/7 for Emergency services work, Contractor shall call within 30 minutes and their response time shall not exceed two hours.

Contractor must provide an afterhours phone number(s) that DCD can rely on to reach a member of the Contractor's team to respond Emergency Service requests.

N. WORK ORDERS: Work Orders **generally** will not take more the 8 hours to complete. If the estimated work is in excess of eight hours, the Contractor shall not proceed until DCD or its representative has approved the number of hours required to complete the work.

O. KEYS: When keys for properties are not returned to DCD or it representative, the Contractor maybe assessed a key and lock change fee. These fees are non-refundable.

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

Q. ADDITIONAL PLANS/PROJECT MANUALS: The successful contractor will be responsible for furnishing all additional copies of plans, project manuals, addenda, etc., as may be needed by the contractor and subcontractors. The City will cooperate by making originals available to the contractor/s printer of choice.

R. EXAMINE DOCUMENTS:

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.
2. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.
3. Additional charges will not be as considered for work which, prior to bidding, could reasonably be inferred as appropriate by examination of the contract documents, and closely reviewing the work as indicated above.

II. GENERAL REQUIREMENTS

A. BID GUARANTEE:

No bid will be received unless a certified check or bank draft payable to the Department of City Development, or a satisfactory bid bond an amount of Five Hundred Dollars (\$500.00), shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the Agreement within ten days after Notice of Award. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding Agents must be licensed in the State of Wisconsin In case the bidder fails to file such contract within the time set forth, the bid security shall be forfeited to the Department of City Development as liquidated damages.

B. INSURANCE

1. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract. If such certificate is not received, the City of Milwaukee has the authority to declare this Contract terminated.

All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this Contract.

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A-VIII or better. All policies shall be written on an occurrence form, other than Real Estate Errors and Omissions as noted below. If subcontractors are used, each must meet all requirements in sections A and B.

2. The minimum insurance requirements are as follows:

(a) Workers' Compensation and Employer's Liability

Workers' Compensation Statutory Coverage
Bodily Injury by Accident \$100,000 each accident
Bodily Injury by Disease \$500,000 policy limit
Bodily Injury by Disease \$100,000 each employee

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers

(b) Commercial General Liability

Commercial General Liability \$1,000,000 each occurrence
General Aggregate \$2,000,000 aggregate
Personal & Advertising Injury Limit \$1,000,000 each occurrence
Products - Completed Operations Aggregate \$2,000,000 aggregate
Medical Expense \$ 5,000 each person

- Coverage must be equivalent to ISO form CG0001 or better.
- The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:
"If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

(c) Auto Liability

Combined Single Limit \$1,000,000 each accident
Medical Expense \$ 10,000 each person

5. City of Milwaukee Licenses

a. Contractor must be **licensed to perform electrical work in the City of Milwaukee** at the time of submitting a bid. Submitting a bid without already having this license will be rejected as being non-responsive.

For more information about the Electrical License, please see the following link:
<http://city.milwaukee.gov/DNSsections/Development-Center-/All-customer-information-topic.htm>

b. If a Contractor's sole business operation is electrical contracting, a City of Milwaukee Home Improvement Contractor's License **is not required**.

c. If a Contractor's business **is not solely electrical contracting**, then they **must have a valid Milwaukee Home Improvement Contractor's License** at the time of submitting a bid

For more information about the Home Improvement Contractor's License please see the following link: <http://city.milwaukee.gov/LicensesPermits>

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

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

D. INSPECTIONS:

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

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

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

E. WORK BY OTHERS:

1. Project roles are defined as follows:

a. OWNER – The City of Milwaukee.

b. OWNER's REPRESENTATIVE– Representative from the City of Milwaukee Department of City Development.

c. CONTRACTOR – The successful bidder of this contract.

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

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

2. The CONTRACTOR shall not obstruct or cause delay in progress of work by others on the Property. CONTRACTOR shall coordinate with others performing work at the property regarding access, material staging areas, and work schedules. .

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

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

F. LIVING WAGE APPLIES - In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Contract. By executing the work on this Contract, the Contractor certifies that it knows of the provisions of this section, and would comply with them and would pay all workers employed by the Contractor in the performance a contract, whether on a full time or part time basis, a base wage of not less than \$11.32 per hour. Contactor would be required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first. Currently, Section 310-13 requires that **on March 1, 2019, and each March 1 thereafter**, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor would be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage.

G. SUPERVISION OF WORK:

1. Contractors shall furnish the services of an experienced foreman or superintendent.
2. He shall be constantly in charge of the installation of the work together with all subcontractors, helpers, and labor required to unload, transfer, erect, connect up, adjust, start, operate and test each system.
3. He shall be thoroughly acquainted with and be responsible for the various subcontractors' work so that it is properly coordinated and supervised to the satisfaction of the Commissioner of DCD or his representative.

H. INVOICING:

1. Payments for work performed will be made upon submission of an itemized statement (provided by DCD) including, but not limited to the following:
 - a. All work will be inspected and approved before payment will be made.
 - b. Purchase Order or Contract Number.
 - c. Classification of personnel, labor hours per week, and costs.
 - d. A summary of work, with the address of the property.

- e. Work Orders and original receipts for materials must be included with your Request for Payment Sheet, which details the Work performed, signed by both the Contractor and DCD.
- f. All statements and invoices shall be submitted to: Land Management; Attn: Cindy Wright-Smith; 809 N. Broadway, 2nd floor; Milwaukee, WI 53202
- g. If the Contractor is required to obtain a permit for the work in a Work Order, Contractor must list the permit number in the invoice.
- h. Invoices to be submitted on a regular basis, **but no later than 30 days after the work is completed.**
- i. Invoices should be submitted in the format of the attached “Invoice Example” Exhibit A.

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

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

I. IDENTIFICATION: Contractor shall require its employees or agents, performing services to said properties, to wear an identification card affixed to the individual’s outer clothing in a conspicuous place, clearly visible to residents, containing a recent photograph of the individual and the individual’s name or possess a valid Wisconsin photographic driver’s license issued to such individual and/or Wisconsin Identification Card for such individual to produce such identification on request of DCD representative.

J. WORK NOT INCLUDED: The City reserves the right to contract for related services outside this contract. Nothing in these specifications shall be deemed to preclude this right the contractor shall not be entitled to compensation or -damages for such services rendered by others.

K. ELECTRICAL POWER: Contractor shall be responsible for providing their own power source (e.g generator).

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

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

N. CONTRACT CANCELLATION:

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

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

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

O. HAZARDOUS MATERIAL – If awarded this contract, if Contractor should come into contact with any hazardous materials that are questionable while performing this work, Contractor shall notify DCD representative immediately.

P. PAYMENT MONITORING REQUIREMENTS: All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee’s contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City’s contract compliance software. Please contact the Office of Small Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286.5553.

Q. EQUIPMENT AND QUALIFICATIONS: The Contractor shall ensure that all workers assigned and approved to work under this contract have a complete set of necessary tools to perform the required scope of work. These tools shall be brought to the job on a daily basis. The Contractor shall provide all personal safety equipment necessary including, but not limited to hard hat, safety glasses, harnesses, goggles, gloves, etc.

A minimum of one continuously operable and available fully stocked service vehicle is required for this contract. Each vehicle must have their own set of tools and must be on hand or purchased/leased upon award of contract with the primary use of which would be to provide the services under this contract. All equipment is subject to verification at any time during the contract period.

R. LOCATION OF WORK: All work to be performed within the corporate limits of the CITY.

S. DAMAGES: The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.

T. CHANGES IN WORK: The CITY may make changes to the scope of the work or the number of properties in the inventory. Such additions or deletions shall not invalidate the contract nor shall such change relieve the CONTRACTOR from any of the CONTRACTOR’S obligations under the contract or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the unit prices as a result of this change.

U. WARRANTIES OF PROPERTIES - No warranties, representations, or guarantees are made or implied regarding the structural integrity or the safety of any property or parcel assigned for work to the Contractor. **Contractor enters onto the parcels and into the properties at their own risk.** Contractor agrees that its obligations to defend and indemnify DCD and the City expressly apply to any injuries occurring to its employees or damage occurring to its property as a result of conditions existing on the parcel or in the property.

V. VEHICLE/EQUIPMENT RESPONSIBILITY: The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

W. COMPANY PERSONNEL STANDARDS AND RESOURCE COMMITMENT:

1. Supervision of Work: Contractors shall furnish the services of an experienced foreman or superintendent. The supervisor shall be thoroughly acquainted with and be responsible for the Contractor's work so that it is properly coordinated and supervised to the satisfaction of the Commissioner of DCD or his representative.

2. Only qualified personnel shall supervise and perform maintenance services in this contract. If in the CITY'S sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the CITY, remove any such personnel and replace them with satisfactory personnel. Furthermore, the CITY may require replacement of CONTRACTOR'S supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on each crew that speaks fluent English.**

3. The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The CITY retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved.

CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of CITY shall be considered a breach of contract, and subject to termination.

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

III. SCOPE OF SERVICES

A. GENERAL

1. Experience - Contractor bidding on this work shall have a thorough knowledge of the tools, equipment, materials, methods and practices used in electrical maintenance necessary to perform any and all services for DCD. The Contractor must be qualified in this field and any person or persons assigned to work must be qualified to complete work with competence and reliability.

2. Equipment, Tools, Materials and Labor- Contractor assigned will provide his/her own hand and power tools required to accomplish the routine work assignments. The Contractor shall furnish all materials and equipment. Any deviation from this procedure shall be in writing and signed by appropriate representatives of the Operations Division. Said individual being the person assigned as Supervisor of the project and responsible for its completion.

3. Verbal Work Orders - In no case shall verbal orders be taken from anyone other than DCD. All written orders shall come from DCD. Changes in work assignment shall be authorized only by the DCD or agent.

B. DESCRIPTION OF WORK: The Electrical Contractor shall provide all necessary supervision, labor, tools, equipment, transportation, permits, certifications, temporary protection, shop facilities, materials and storage necessary and/or required to complete electrical work assigned under the provisions of this Contract and these Specifications.

Work required includes, but is not necessarily limited to the following:

1. Repair and/or replacement of existing electrical service to point of connection with public utility company facilities;
2. Repair and/or replacement of existing residential distribution panels, repair to main distribution panels and associated metering equipment and circuit breakers;
3. Repair and/or replacement of power panels and branch circuit panels for lighting and power and associated circuit breakers, fuse, conduit and wiring;
4. Repair and/or replacement or relocation of branch circuit wiring system for lighting, motors, receptacles, junction boxes, and similar uses;
5. Installation of new, relocation, or replacement of existing lighting fixtures, wall switches, receptacles, and similar items;
6. Miscellaneous trenching and backfilling for underground electrical installation, repair, or replacement work;
7. Exterior light fixture and/or bulb installation, repair, or replacement including associated wiring system and control repair or replacement;
8. Miscellaneous wiring to mechanical equipment safety switches, connections of lighting fixtures, and similar items.
9. Other electrical work assigned by the Redevelopment Authority of the City of Milwaukee under this contract but not specified within this section.

Related work performed by others: The Redevelopment Authority, hereinafter referred to as the Owner, may conduct other work within or adjacent to or in conjunction with work specified herein.

C. QUALITY ASSURANCE

1. Qualifications of installers: For the actual fabrication, installation, and testing of the work of this Section, use only thoroughly trained, licensed, and experienced electricians completely familiar with the items required and with the manufacturer's recommended methods of installation when applicable. In acceptance or rejection of the installed work, no allowance will be made for lack of skill on the part of the electricians.
2. Dismissal of Contractor employee(s) from his work who are deemed by the Owner as incompetent, careless, objectionable, or insubordinate shall be the Owner's right.

D. CODES AND STANDARDS: In addition to complying with all pertinent codes and regulations, comply with:

1. National Electrical Code, latest edition;
2. Local Wisconsin Electrical & Power Company regulations;
3. Occupational Safety and Health Act, latest edition
4. Wisconsin State Electrical Code, latest edition;
5. Milwaukee Code of Ordinances, latest edition;
6. Underwriter's Laboratory, Inc.;
7. National Fire Protection Association;
8. American National Standards Institute.

All necessary permits for electrical work shall be obtained by the Contractor. At the completion of the work, deliver to Owner without cost all required certificates of inspection and approval.

E. SUBMITTALS

1. General: Wherever possible the minimum acceptable quality of workmanship and materials have been defined by reference to recognized industry standards or for replacement of existing materials and/or equipment it may be necessary to only match existing materials and/or equipment with a new product or a similar product.
2. Product Data: When required by the Owner, submit three (3) copies within fourteen (14) calendar days: 1.) Complete list of all materials proposed to be furnished per the Owner's request; 2.) Manufacturers' specifications and catalog cuts as required to demonstrate compliance with the specified requirements; 3.) Manufacturers' recommended installation procedures which, when approved by the Owner will become the basis for inspecting and accepting or rejecting actual installation procedures used on the work.
3. Record Drawings: For assigned work required to relocate or remove or add new large distribution panels, switches, light fixture, etc., Contractor shall during the process of the work maintain an accurate record of the installation showing all changes, location of all concealed items with dimensions and variations (if any), and provide Owner with that completed record.

F. PRODUCT HANDLING

1. Protection: Use all means necessary to protect materials required for assigned work before, during and after installation and to protect the work and material of all other trades when applicable.
2. Replacement: Should damage occur, immediately make all repairs and replacements necessary to the approval of the Owner and at no additional cost to the Owner.

G. PRODUCTS

1. Distribution Panels - Provide distribution panels by one of the following manufacturers for new work (accompanied by Owner provided engineering data, drawings and specifications, etc. as required) or when it is not possible to provide a similar (replacement) panel from the manufacturer of the existing panel requirements, and nameplate information:
 - a. Square D
 - b. General Electric
 - c. I.T.E.
2. Electrical Distribution Systems - Identification of components: Identify all components by means of a neatly stenciled label or etched micarta labels.
3. Raceways and Fittings:
 - a. All conduit installed concealed in walls, above the ceilings, or exposed in work areas shall be electrical metallic tubing with compression or tap-on type fittings or rigid galvanized tubing.

- b. Conduit in direct contact with earth shall be coated with an asphaltum paint approved by the Owner.
- c. All outlets, junction boxes, and switch boxes shall be galvanized code-gauge metal.
 - 1.) Junction boxes in wet, dusty, or exterior areas shall be equipped with gasket cover.
 - 2.) No back-to-back or through the wall boxes shall be permitted.
- d. Provide sleeves and chases where conduits pass through floors and walls.
- e. Couplings, Connectors and Fittings shall be equipped with UL re-examination Service Seal where test standard exist.
- f. Flexible conduit and liquid tight flexible conduit must contain a green ground wire.

H. LIGHTING SWITCHES, PLATES AND OUTLETS

- 1. Provide GFCI receptacles and replacement receptacles in kitchen above counters, bathrooms above sinks and laundry rooms above sinks unless requested to do otherwise by the Owner.
- 2. Switches shall be single or double pole through type in residential family units. Push button switches when encountered shall be replaced by a single or double pole switch as applicable.
- 3. All receptacles shall be grounded type, no exceptions.
- 4. Provide plates at all new or existing outlets having no plates. Plates shall match existing plates in the area. Where no plates exist, use plastic non-sectionalized cover plates (color: Ivory). Provide blank covers at all empty boxes or outlets.
- 5. Manufacturers: Acceptable manufacturers for plates, receptacles and switches shall be those regularly engaged in the manufacture of similar items with a history of successful production acceptable to the Owner.

I. WIRE AND CABLE

- 1. Wire and cable shall be new and when applicable delivered to the site in original cartons of complete coils and reels.
- 2. Wire shall be suitably protected against weather, moisture or physical damage during storage and handling and shall be in good condition when installed.

J. INSULATION

- 1. 600 volt Minimum;
- 2. Type THHN (90 deg. C) cables for branch and motor wiring in room areas subject to excessive heat. Load current rating and over current protection for these conductors shall not exceed 15 amps for 14 AWG, 20 amps for 12 AWG and 30 amps for 10 AWG copper;
- 3. THNN for general branch wiring in sizes #10 AWG and smaller;
- 4. THWN (75 deg. C) type for wet locations.

Color Coding: Insulation shall be color coded and consistent with existing wiring. System grounded conductors (Neutrals) shall be white or gray. Grounding conductors shall be green insulated or bare.

Contractor shall advise Owner of encounters where conductors are not consistently color-coded.

K. LIGHTING FIXTURES

1. All new and/or replacement lighting fixtures furnished by the Contractor shall be complete with all required accessories and shall be completely wired and assembled.
2. When selecting replacement lighting fixtures consideration shall be made to the following performance requirements as applicable and required by the Redevelopment Authority Architect/Engineer and or Maintenance person in charge:
 - a.) Energy Efficiency;
 - b.) Maintenance Factors;
 - c.) Ballast performance shall equal or exceed 95% of lamp output;
 - d.) Luminaire ambient temperature
3. Various types and size lighting fixtures will be required but all such fixtures shall bear the following identifications: UL
4. Manufacturers: Acceptable manufacturers for light fixtures shall be those regularly engaged in the manufacture of similar items with a history of successful production acceptable to the Owner.

L. EXECUTION

1. General

- a. The Contractor shall take all appropriate steps necessary to minimize inconveniences to the Owner and tenants.
- b. The Contractor shall work with the Owner to cultivate and maintain good tenant relations.
- c. Each dwelling shall be protected from weather at the end of each workday
- d. Contractor must be able to provide his/her own on-site power generator

2. Inspection

Examine areas and conditions under which the work will be installed. Correct conditions detrimental to the proper and timely completion of the work. Advise Owner of unsatisfactory conditions and correct those conditions before proceeding with the work unless advised differently by the Owner.

3. Preparation

Coordination: Coordinate installation of electrical work with the Owner, tenants, and any other work that may be in progress in the assigned area. Coordinate schedules to avoid delays in work.

The Contractor shall begin work upon written service request faxed to Contractor

4. Property Protection

- a. The Contractor shall take all precautions to ensure the protection of Owner and tenant property.
- b. When applicable, use polyethylene or cloth dust covers to protect tenant furniture and valuables. Construct dust walls or barriers to protect adjacent areas from dust or dirt migration.
- c. The Contractor shall construct barriers, warning signs, enclosures and similar safety precautions to protect children, adults, and others in and around the work areas while work is in progress and remove such apparatus when the work is completed.
- d. Provide necessary weather protection for buildings when such work assignments require exposure of the building to weather conditions.

5. Installations

- a. The Contractor shall strictly adhere to applicable NEC and other standards and codes when performing electrical work of any kind. For example, per NEC 370-10:
 - 1.) In walls and ceilings of concrete, tile, or other noncombustible material, boxes and fittings shall be so installed that the front edge of the box or fitting will not sit back to the finished surface more than ¼ inch;
 - 2.) In walls and ceilings constructed of wood or other combustible material, outlet boxes and fittings shall be flush with the finished surface or project there from.

M. INSPECTION

1. Testing: Upon completion of assigned electrical work, test all parts of the electrical system in the presence of the Owner. Demonstrate that all equipment furnished, installed and/or connected functions in the required manner.
2. When assigned electrical work is completed, promptly notify the Owner and arrange for inspection of completed electrical work for acceptance.
3. DCD will inspect and determine acceptability of all finished work and/or services. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas within 3 business days without any additional cost to the DCD

N. CLEAN UP - Clean up area removing all electrical work debris, equipment and unused materials to the satisfaction of the Owner. The Contractor shall be responsible for removing all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work

BID BOND FORM

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

_____ as PRINCIPAL,
(Name of Principal)

and

_____ ,as SURETY
(Name of Surety)

are held and firmly bound unto the Department of City Development of the City of Milwaukee, 809 North Broadway, Milwaukee, Wisconsin, hereinafter called the "DCD," in the penal sum of Five Hundred Dollars (\$500.00), lawful money of the United States, and the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the principal has submitted for the accompanying bid, dated _____, 20 _____, for _____.

NOW, THEREFORE, if the principal shall not withdraw said bid within period specified therein after opening of the same, or, if no period be specified, within sixty (60) days after the said opening; and shall within the period specified therefore, or if no period be specified within ten (10) days after prescribed forms are presented to him for signature, enter into a written contract with DCD in accordance with bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of withdrawal of said bid within period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal, shall pay DCD may procure the required work, or supplies, or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, The above-bounded parties have executed this instrument, under their several seals this _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these Presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

(Business Address)

Witness:

By _____ Affix
Seal Corporate Seal

Title _____

(Corporate Surety)

(Address)

Witness:

By _____ Affix
Corporate Seal Seal

Title _____

(Power-of-attorney for person signing for surety company must be attached to bond.)
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/her signature, and his/her 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.

Affix
Corporate Seal Seal

BOND AFFIDAVIT

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

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

(Attorney-in-Fact Agent)

of _____

surety on the within bond executed by _____

Affiant further deposes and says that no Commissioner or Employee of the Department of City Development of the City of Milwaukee, and no city official or city 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 in account of the sale or furnishing of said bond.

Subscribed and sworn to before me this

_____ day of _____, 20 ____.

Notary Public, _____ County, _____

My commission expires _____

ABC Electric Services

EXHIBIT A

INVOICE

123 Lakeview Ave
Milwaukee, WI 53202
Phone: 414/555-1212 Fax: 414/555-2121

INVOICE #12345
DATE: 11/22/2019

TO:
City of Milwaukee
Department of City Development
Attn: Cindy Wright-Smith
809 N Broadway 2nd Fl.
Milwaukee, WI 53202

FOR:
Electric Services
Contract Number P123456

DESCRIPTION	QUANTITY	RATE	AMOUNT
8/26/2019 - 2233 N 1 st Ave (Cindy Wright-Smith)- Outlets in Kitchen not working- -Installed new wiring and light	2	50.00	100.00
Install switch plates in dining room Installed switch plates in 2 bedrooms Installed switch plates in kitchen	1	50.00	50.00
TOTAL			150.00

Original Receipts attached, if needed, per contract specifications.