

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

INVITATION TO BID

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

OFFICIAL NOTICE NO. 58041

Sealed bids for the work, material, labor, and services hereinafter described will be **RECEIVED VIA E-MAIL** at the following e-mail address: DCDPurchasing@milwaukee.gov , no later than **October 24, 2024, 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 this Invitation to Bid, Specific Official Notice No. 58041, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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 as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

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 not be opened and read and will be deemed rejected.

NOTE: Also read the General Official Notice to Contractors, General and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

DESCRIPTION **Foundation Repair
2712-2714 W McKinley Blvd
City Of Milwaukee Improved Neighborhood Properties
Housing Infrastructure Preservation Program
Milwaukee, WI**

DETAILS OF SPECIFICATIONS: Dated: October 11, 2024

FOR: **Foundation Repair**
2712-2714 W McKinley Blvd
City Of Milwaukee Improved Neighborhood Properties
Housing Infrastructure Preservation Program
Milwaukee, WI

The SBE Requirement for this Project is: 0%
The Residency Requirement for this Project is: 0%
The Apprenticeship Requirements for this Project are: N/A

Liquidated damages per diem: \$150.00

Time for Completion: All work must be completed no later than 12-06-2024.

Contractors are strongly encouraged to attend one of two optional pre-bid walk-throughs held on-site on either October 17, 2024 or October 21, 2024. Both will begin PROMPTLY at 1:00 p.m. CDT.

Bid Security Required: Bond, Certified Check, Cashier's Check or Cash to accompany bid: 10% of the Contractor's Base Bid. THE EMAILED COPY OF THE BOND MUST BE RECEIVED BY NO LATER THAN 11:00 A.M. ON THE SAME DATE THAT THE BIDS ARE DUE FOR THIS SPECIFIC OFFICIAL NOTICE, or the bid will be considered non-responsive. The original bid bond document must then be submitted by the contractor to Celeste Jantz at the Department of City Development by mail to 809 N Broadway, 3rd Floor, Milwaukee, WI 53202, within 24 hours upon being notified that they are the apparent low bidder.

DETAILED SPECIFICATIONS: October 11, 2024

THE SUCCESSFUL CONTRACTOR SHALL FURNISH A PERFORMANCE BOND AND A PAYMENT BOND IN THE AMOUNT OF 100% OF THE BID WITH EACH EXECUTED CONTRACT.

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ on **Thursday, October 24, 2024, at 11:00 A.M.** Bids are being opened remotely at this time. Please E-mail Celeste Jantz at cejantz@milwaukee.gov if you would like to attend a bid opening via conference call or video conference.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS published herein and at: www.city.milwaukee.gov/dpwbids

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

Questions regarding this Bid should be addressed to Celeste Jantz in writing via email at: cejantz@milwaukee.gov. Deadline for questions regarding the Formal Bid are due by noon on **October 22, 2024**. Any additional information and/or clarification(s) regarding this Bid will be posted in the form of an addendum to this BID by the end of the day on **October 22, 2024**.

BID SUBMITTAL CHECKLIST

All Bids MUST BE SUBMITTED BY E-MAIL to:
DCDPurchasing@milwaukee.gov

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

- Invitation to Bid Form with Bidder's unit prices and Base Bid Total Sum
- Acknowledgements Page
- Signature Page (to include all three signatures)
- Non-collusion affidavit
- Disclosure of Ownership
- Fully executed Bid Bond

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

- Socially-Responsible Contractors paperwork (if applicable)

**Foundation Repair
 2712-2714 W McKinley Blvd
 City Of Milwaukee Improved Neighborhood Properties
 Housing Infrastructure Preservation Program
 Milwaukee, WI**

B I D

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

Bids Close: Thursday, October 24, 2024 at 11:00 A.M. (Time and Date)

Submit bids to: *****All Bids MUST BE SUBMITTED BY E-MAIL to DCDPurchasing@milwaukee.gov**

The undersigned _____

(A Corporation)

(A Partnership)
(use one)

(An Individual)

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, Detail Specifications, Special Provisions, Addenda's, if any, and Plans 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, detail specifications, special provisions, special conditions when applicable, plans, 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

INVITATION TO BID FORM

FOR: **Foundation Repair**
2712-2714 W McKinley Blvd.
City Of Milwaukee Improved Neighborhood Properties
Housing Infrastructure Preservation Program
Milwaukee, WI

ALL BIDS MUST BE TYPED OR PRINTED

Each Unit Prices shall include costs for all labor, equipment and material necessary for this project pursuant to the specifications, as well as: overhead; labor insurance (which shall include Federal and State Unemployment Workers Compensation; FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); bonds; property insurance; Comprehensive General Liability Insurance; Industry Programs; other expenses; and profit.

- 1. Downspouts:** state the lump sum cost to install new downspouts where missing. Terminate the downspouts as follows; Test the existing open storm inlets for internal leaks or blockages. Where functional, connect downspouts to existing storm inlets where present with sealed boots. For other downspouts, install downspout bends and extensions 5' into the yard. Where discharging to grade, add heavy soil at these areas along the foundation, to slope drainage away.

\$ _____

- 2. Northwest Basement Stair:** state the lump sum cost to remove the existing stair, to allow access for the foundation repairs. Build a new code-compliant stair at this location after all foundations repairs are completed. Where new wood construction contacts masonry or cement, use pressure treated. Install a code compliant handrail.

\$ _____

- 3. Northeast Foundation Wall Replacement:** state the lump sum cost to remove the existing brick foundation and install a new CMU masonry foundation wall and footing at the Northwest corner of the basement. (VM Engineering Report, 10/10/2024, Recommendation #1)

\$ _____

4. West Foundation Wall Replacement: State the lump sum cost to remove the existing brick foundation and install a new CMU masonry foundation wall and footing along the entire remaining West (alley) wall. (VM Engineering Report, Revision Note 10/10/2024). Note: If this work requires the removal of any alleyway paving in order to affect this repair, then Department of Public Works permits shall be required; 1.) Approach Permit, and 2.) Right of Way Permit. The contractor shall include the costs for paving removal, replacement, permits, and all other necessary work. Any DPW bonding, if required, shall be obtained by the contractor.

\$ _____

5. Partial Drain Tile System: State the lump sum cost to install a drain tile system at the new foundation walls and the walls being braced as part of this work. Install a sump-crock and code-compliant discharge to the exterior rear yard. Tie all sections of drain tile to the sump crock. Replace all concrete flooring disturbed as part of this work. Do not discharge across walk-ways or porches. (VM Engineering Report, 10/10/2024, Recommendation #3). Plumbing permit required.

\$ _____

6. Wall Parging: State the lump sum cost to prep and install cementitious wall parging as indicated in the attached VM Engineering Report, 10/10/2024, Recommendations #5.

\$ _____

7. East Wall Bracing: State the lump sum cost to prep and install steel bracing as indicated in the attached VM Engineering Report, 10/10/2024, Recommendations #2.

\$ _____

8. Concrete Floor Replacement: State the lump sum cost to remove and replace the concrete floor at the Southeast corner of the house. (VM Engineering Report, 10/10/2024, Recommendation #4.)

\$ _____

9. Electrical Work #1: State the lump sum cost to relocate or remove minor electrical items (outlets, former lights, etc.) are interfering with the wall re-building or bracing, as necessary.

\$ _____

10. Electrical Work #2: The existing electrical panels and meters will also be in the way of foundation work. State the lump sum cost to carefully remove the panels, boxes and conduit, while retaining the full lengths of the existing wiring whips. Label each wire with a legible description of; A.) Unit (upper/lower), B.) Circuit (if currently labeled) "lights", etc., and C.) Label each feeder. Carefully move the wires out of the way, and

protect them from damage during construction. Retain and protect the panels and meters/boxes, which are to be returned to the owner.

\$ _____

TOTAL BASE BID (sum of bid items #1-10)

(Bid in figures) \$ _____

(Bid in words) \$ _____

Engineering report on file-Vincent Matarese 12/21/2023; revised 10/10/2024

ALTERNATE WORK ITEMS: Please note that the award of this work will depend on what the project budget will allow.

ALT-1. Complete the Drain Tile System: In addition to the Base-Bid drain tile system, state the lump sum cost to install new drain tile for the remaining basement walls, for a complete system. Perform this work prior to wall bracing and floor replacement.

\$ _____

ALT-2. West Wall Brick Face Re-Build: If during the course of construction, it is determined that the exterior wythe of bricks along the West foundation wall can be removed and rebuilt, and the interior wythes be retained, while and maintaining the walls structural integrity then this work item will be accepted. State the lump sum cost to rebuild the outer brick face, and install cementitious wall parging and interior wall bracing along its entire length per VM Engineering Report, 10/10/2024, Recommendations #2 and #5. This work item would be performed in lieu of Base Bid scope Item #4. (Field determination per review by DCD staff and structural engineer, in coordination with the selected contractor.)

\$ _____

BID ACCEPTANCE:

The Commissioner of the Department of City Development will award the contract on the basis of the Total Base Bid only or will award to the lowest responsible and responsive bidder of the combined Base Bid AND accepted alternative bid items, who also meets the required qualifications found in the Specifications.

***** 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

SMALL BUSINESS ENTERPRISE, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

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 in the Small Business Enterprise (SBE) Program the Resident Preference Program and the Apprenticeship Program provisions. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for SBE participation on this project is 0 %

The bidder's commitment for Resident Preference Program Participation on the project is 0%

The bidder's commitment for Apprenticeship Program participation on this project is:

0 Apprentice(s) from the following trade(s) are to be employed:

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 sixty (60) 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 furnish the required performance and payment bond, and to meet 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 and the required security within ten (10) 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.

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

**SIGNATURE PAGE – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED
OR BID WILL BE CONSIDERED NONRESPONSIVE.**

Rev. 2/2012

Official Notice No. 58041

Project No. _____

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of 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 _____ M/W/S/BE Contractor: Yes/Designation: _____
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? _____

**SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901 (7) WISCONSIN STATUTES**

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.



MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public, _____ County

State of _____

(Notary Signature)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

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

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

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

(2) They are 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_____.

**AFFIDAVIT OF COMPLIANCE
WITH WISCONSIN STATUTE 103.503
SUBSTANCE ABUSE PREVENTION REQUIREMENTS**

STATE OF _____) PROJECT NAME _____
) ss.
 _____ COUNTY) DPW Contract No. _____

I, _____, being first duly sworn state that:
 (Print name)

1. I am the _____ of _____, a _____.
 (Title) (Company Name) (State)
 Corporation, partnership, or individual of _____,
 (City, Village, Township) (State)
 and make this affidavit pursuant to the provisions of Wis. Stat. § 103.503.

2. I have entered into City of Milwaukee, Department of Department of City Development' Contract No. _____, to which the provisions of Wis. Stat. 66.0903 apply.
3. I have in place a substance abuse prevention program that meets the requirements of Wis. Stat. 103.503, and I will fully comply in all respects with the requirements of Wis. Stat. 103.503 during the performance of this Contract.
4. I will include in each subcontract covering work performed under this Contract to which the provisions of Wis. Stat. 66.0903 apply, a provision similar to that in Paragraph 3 above, together with a clause requiring such insertion in further subcontracts that may in turn be made.

<u>Title</u>	<u>Officer Name</u>	<u>Address</u>
<u>President</u>	_____	_____
<u>Vice President</u>	_____	_____
<u>Secretary/Treasurer</u>	_____	_____

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

 Notary Signature

 Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

1121-2004-1516/96897

(REV. 04/03/07)

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. All contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

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):

[Empty box for findings]

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



Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861



CITY OF MILWAUKEE
SOCIALLY-RESPONSIBLE CONTRACTORS (SRC)
AFFIDAVIT OF COMPLIANCE

NOTE: *This affidavit must be completed in its entirety and submitted with your bid or proposal to be considered for SRC bid incentive.*

Bid or RFP #: _____

Company Name: _____

Address, City, State, Zip: _____

A “*Socially-Responsible Contractor*” or “SRC” is an entity submitting a bid as part of the City’s formal competitive bidding or Request for Proposal (RFP) process that has acted or implemented a program to eliminate, or significantly reduce, barriers to employment for current and prospective employees of the contractor. Actions or implemented programs shall include at least three (3) of the programs listed in **Section I** below. To indicate which programs you have acted or implemented, place a checkmark in the box next to each item pertaining to the business entity as a bidder or proposer for the City of Milwaukee.

I. SRC CRITERIA

- A. Hire persons with felony convictions;
- B. Assist current or prospective employees with earning their high school diploma;
- C. Underwrite or facilitate industry-linked career-assessed pre-employment services and subsidized work experience including: internships, job shadowing, on-the-job training, and summer employment;
- D. Partner with an employment service agency to monitor and track individualized employment plans;
- E. Provide, underwrite, or facilitate industry-linked career-based instruction to current or prospective employees in areas such as the following: blueprint reading, basic math and measurement, technical math, labor history, construction culture and essential skills, health and safety awareness, manufacturing processes and production, maintenance, and budgeting and financial literacy;
- F. Provide or facilitate occupational skills training and related adult mentoring and networking;
- G. Underwrite or facilitate subsidized or unsubsidized programs which provide supportive services for current or prospective employees to obtain or fund the following:
 - A valid driver’s license
 - Transportation vouchers to work and home
 - Appropriate work attire, work safety gear, and other needed equipment
 - Testing and certification fees
 - Legal aid services
 - Child care and family-related dependent care
 - Emergency housing, health care, and short-term emergency assistance
 - Career and training services
 - School supplies, books, and fees
 - Referrals for medical services and exams
 - Reasonable accommodations for persons with disabilities
- H. Partner with employment agencies to supplement subsidized wages to ensure employees receive a living wage;
- I. Provide breast feeding facilities for employees who are nursing children;
- J. Provide a minimum of 120 hours of paid sick leave;
- K. Provide a minimum of five (5) paid sick days;
- L. Provide an employer-assisted housing program providing homebuyer assistance in the form of mortgages, down payment assistance, or homebuyer education for residences within walking distance of their employer;
- M. Provide assistance to reduce fees and penalties on tardy child support payments, manage payment of child support arrears, and become current on child support obligations.

Continue to the next page to complete Sections II & III

II. DISCLOSURE

The purpose of the *Socially-Responsible Contractor* Program (SRC) is to ensure contributions toward community betterment made by socially-responsible contractors are recognized and rewarded. Each bidder or proposer seeking to qualify for the SRC bid incentive shall submit, as part of its bid or proposal, this sworn affidavit describing actions taken and programs implemented to eliminate, or significantly reduce, the barriers to employment for current and prospective employees of the contractor. The outcomes of these actions and programs shall be described in verifiable detail in the section below. (Please include an attachment if additional line space is required).

This signed and notarized affidavit of compliance will be the contractor's sworn statement that the business satisfies the criteria for Socially-Responsible Contractors pursuant to Chapter 310-10 of the City of Milwaukee Code of Ordinances.

I hereby declare compliance with Chapter 310-10 of the City of Milwaukee Code of Ordinances.

Authorized Signature: _____

Printed Name: _____

Date: _____

III. NOTARIZATION

Subscribed to before me on this _____ day of _____ in the year _____, at _____ County, _____ State.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____ My commission expires: _____

IMPORTANT:

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO THE DEPARTMENT/AGENCY THAT HAS ISSUED THE SOLICITATION (BID OR RFP)

Contractor Experience/Project References

COMPANY NAME: _____

YEARS IN BUSINESS: _____

This Contractor Experience/Project References form is to be completed and submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder." These are to be references for residential restoration/rehabilitation projects of similar types and sizes (e.g. rebuilt porches, siding, trim work, masonry) in which the Bidder has successfully completed, with his/her own personnel and not by or through a subcontractor. It is preferred that these references be for older/historically significant and architecturally significant homes similar to this project to which the low bidder proposes to service under this contract. See Section II (D) of the Specifications for more information.

(Contractor shall provide same information SBE subcontractor or other subcontractors as required to meet needs of this contract.)

=====

Project Address: _____

City/State/Zip: _____

Contact Person and Title: _____

Describe Services Rendered: _____

Time of Completion: _____

=====

Project Address: _____

City/State/Zip: _____

Contact Person and Title: _____

Describe Services Rendered: _____

Time of Completion: _____

=====

Project Address: _____

City/State/Zip: _____

Contact Person and Title: _____

Describe Services Rendered: _____

Time of Completion: _____

=====

NOTICE

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

\$13.71 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/24

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: Notice 58041 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 **\$13.71** 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 **\$13.71** 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 **\$13.71/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: _____

Specifications

**Department of City
Development Official Notice**

#58041

**Foundation Repair
2712-2714 W McKinley Blvd
City of Milwaukee Improved
Neighborhood Properties
Housing Infrastructure
Preservation Program
Milwaukee, WI**

I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit unit prices for the work as indicated and specified herein, as listed in SCOPE OF WORK, complete in every respect. Bid will be awarded on the basis of the bid total 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.

Unit Prices and Alternate Units are to include for all: labor; equipment; materials; 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; other expenses; and profit on “Wage Rate” and/or “cost”.

B. This section is intentionally left blank.

C. **BID EVALUATION:** The Commissioner of the Department of City Development will award the contract on the basis of the Total Base Bid only or will award to the lowest responsible and responsive bidder of the combined Base Bid AND accepted Alternate bid items, who also meets the required qualifications found in the Specifications.

D. **EXCLUSIVITY OF WORK:** The City reserves the right based on availability and need to acquire services outside this contract to best meet the needs of the City.

E. **CONTRACT AWARD:** The Commissioner of DCD will award the contract on the basis of the Bid Evaluation. 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.

F. SITE VISIT: All contractors shall visit the project specific site, consult project manual, be familiar with the work of other contractors and determine for himself 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.

G. **CONSTRUCTION START AND COMPLETION DATES:** The time allowed for completion is stated in the Specific Official Notice and shall start with the date on the Notice to Proceed which will be sent to the contractor following the signing of the contract. The time allowed includes the time required for fabricating and procuring material and doing the work at the building site.

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

I. **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. Contractor shall have complete sets of plans and project manuals on the job site at all times. The City will cooperate by making originals available to the contractor/s printer of choice.

J. 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.

K. DEPARTMENT OF PUBLIC WORKS GENERAL SPECIFICATIONS:

1. Provisions of the Department of Public Works General Specifications (“**General Specifications**”) dated January 31, 1992, and subsequent addenda, contained herein, except as may be modified or expanded upon in this project manual, shall apply to all contractors and subcontractors working on the project. (For a copy, please go to the following link and click on “General Specifications” <https://city.milwaukee.gov/dpw/AdministrativeServices/Official-Bid-Notices>)
2. For the completion of this project, references to “Commissioner of Public Works” within the above mentioned General Specifications, shall be interpreted to mean “Commissioner of Department of City Development.”

II. GENERAL REQUIREMENTS:

A. **BID GUARANTEE AND CONTRACT PERFORMANCE BOND:** No bid will be received unless a certified check or bank draft payable to the Department of City Development, or a satisfactory bid bond in the amount not less than ten percent (10%) of the bid, shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the Agreement and a Performance Bond and Payment Bond in the amount 100% of the Bid amount 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 and bonds within the time set forth, the bid security shall be forfeited to the Department of City Development of the City of Milwaukee as liquidated damages.

B. INSURANCE

1. Before commencing work the Contractor/Vendor shall furnish the Department of City Development (DCD), for review and approval, evidence of the insurance requirements in the General Specifications.

2. The Contractor/vendor shall provide the DCD with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. The City shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. Failure to provide the insurance required shall permit the DCD terminate a Contract. The City, as an additional insured, shall be provided with at least 30days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract/ for any reason, including non-payment of premium. **This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:**

[Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

3. The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the DCD.

4. The certificate holder shall be noted as: City of Milwaukee
809 N. Broadway, 3rd floor
Attn: Purchasing/Contract Services,
Milwaukee, WI 53202

C. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work including but not limited to the following:

1. Safety Regulations: All work shall be done in accordance with the safety requirements referenced in the International Building Code, as adopted and amended by the State of Wisconsin and OSHA. Also, Contractor shall provide all barricades necessary to protect neighbors during the construction activities.

2. Contractor shall comply with all rulings, regulations and laws of the following shall be complied with in the completion of this project, including:

- International Building Code, as amended and adopted by the State of Wisconsin
- Plumbing and Drainage Codes of the City of Milwaukee
- Ordinances of the City of Milwaukee
- National Board of Fire Underwriters
- OSHA
- N FPA
- FAA
- NEC
- IEEE
- UL

3. The City of Milwaukee will provide the general building and occupancy permits. These are to be obtained by the contractor
4. Contractors shall obtain, from the City of Milwaukee Department of City Development and/or other government or private agencies, all permits as may be necessary in their work.
5. Contractor shall obtain a **Home Improvement Contractor's License** to perform this work.
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.
8. Contractor shall obtain the proper **Lead Company** certification from the State of Wisconsin Department of Health Services. Further, **Contractor shall have workers on site at all times that are certified lead safe workers.** (If applicable, the selected contractor must provide documents requested by the City to ensure the proper certifications have been obtained by the Contractor and/or the Contractor's workers to perform items in the scope listed with a code of Pb, PB-N, and/or Pb-A.)
9. All foundation work contained in this Invitation to Bid shall be completed according to the standards adopted by the Southeast Wisconsin Municipal Building Inspectors (SWMBI) and the Wisconsin Association Foundation Repair Professionals (WAFRP) dated January 8, 2008 or most recent revision.

D. EXPERIENCE AND REFERENCES: This Contractor Experience/Project References form (contained herein) is to be completed and submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder." These are to be references for residential restoration/rehabilitation projects of similar types and sizes (e.g. rebuilt porches, siding, trim work, masonry) in which the Bidder has successfully completed, with his/her own personnel and not by or through a subcontractor. Also at that time, Bidder is to provide the number of years the company has been in business. It is preferred that these references be for older/historically significant and architecturally significant homes similar to this project to which the low bidder proposes to service under this contract.

E. Contractor should prepare and submit to the Owner, for approval, a schedule fixing dates for the work to begin and end. Efforts shall be made to perform all work during normal working hours unless otherwise specifically approved. If circumstances dictate overtime or holiday work the decision to direct work during non-normal working hours shall be by the DCD staff as assigned by the Commissioner of DCD. Contractor is cautioned to make every effort to protect and maintain it in a weathertight manner while executing the work. The contractor will be held liable for any damage caused to the building(s) and ancillary structures, and/or injury to the occupants resulting from the execution of the work or from not exercising proper precautionary protective measures. Any cost of repair/replacement resulting from damages shall be at the contractor's expense.

F. Contractor shall furnish all labor, equipment, and all materials as specified herein and/or required to complete the work. All materials shall be new unless otherwise noted. All labor shall be performed by persons qualified and experienced in the respective construction trade.

G. 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, residency, wage requirements), 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

H. Liquidated Damages: \$150.00 per calendar day. Should the CONTRACTOR fail to complete the work by the completion date of the contract or within such extra time as may have been allowed for delay by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the specified completion date. The said amount agreed upon is not a penalty but are liquidated damages for the loss to the Owner on account of expense due to the employment of engineers, designers, inspectors, and other employees after the expiration of the time of completion, and if applicable, expenses incurred as a result of the impact of the Contractor on other Contractors under this project or other contracts, and on account of the value of the operation of the works dependent thereon. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor.

I. 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, or designee.

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.

J. 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, skilled workers, 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.

K. INVOICING:

1. Pay applications to be submitted on a monthly basis. Applications shall include a summary of work occurring for previous month by unit cost.
2. Payments will be held if contract administrative requirements are not met, i.e. wages, SBE and/or RPP participation, 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.

L. WORK NOT INCLUDED: The City reserves the right to contract for other 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.

M. SCAFFOLDING: Scaffolding shall be provided and maintained by the contractors requiring same and shall be removed when no longer needed.

N. ELECTRICAL POWER: Contractor shall be responsible for providing their own power source

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

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

Q. WEATHER PROTECTION: Contractor is also to furnish, install, and maintain a waterproof tarp that completely covers any area of the roof deck that may be exposed to prevent rain from entering the building. The tarp is to be securely fastened at the edges and secured against wind release.

R. 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 \$13.71 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, 2024, 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.

S. PAYMENT MONITORING REQUIREMENTS: If the bid includes SBE participation, 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.

T. PAYROLL MONITORING REQUIREMENTS: If the bid includes RPP participation, the Contractor awarded a contract for this project is required to participate in training on the City of Milwaukee's LCR Labor Compliance Reporting Software after the date of contract award. Throughout the contract term, the Contractor is required to regularly provide timely payroll information via LCR.

U. CLEANING AND PROJECT CLOSE-OUT: (For all lead safe disposal and clean-up, Contractors shall refer to Section 01810 (Lead Dust Hazards) in Technical Specifications, incorporated by reference in Section III:

1. GENERAL: Article 2.5.4 of the General Specifications shall be supplemented as specified hereinafter.

2. SAFETY CLEANING: Safety cleaning: Each contractor is responsible for safety cleaning, which includes but is not limited to the following:

- a. Keep work areas, passageways, ramps, stairs, free of debris and scrap.
- b. Form and scrap lumber shall have nails withdrawn or bent over and lumber shall be stacked or removed.
- c. Remove spills of oil, grease, or other liquids immediately or sprinkle with sand.

3. PROGRESS CLEANING:

- a. Prime Contractor and subcontractor shall remove his rubbish and debris from building site promptly upon its accumulation, and prior to the contractor's regular end of the work day general clean up. Contractor shall perform broom cleaning of all appropriate surfaces at the end of each work day.
- b. At the end of each working day, remove all portable tools, etc., which may constitute a potential hazard to the neighbors or an attractive nuisance
- c. Combustible waste shall be stored in fire resistive containers and disposed of regularly.
- d. Oily, flammable or hazardous wastes such as caustics, acids, harmful dusts, etc., shall be stored in appropriate covered containers.

4. DISPOSAL:

- a. No burning of rubbish or debris will be allowed at site. No rubbish shall be thrown through opening or from heights without proper protection. Where dust will be generated or flying debris is likely to occur, provide dust tight chutes or other means to control dust.
- b. Containers: Contractor shall provide mobile industrial type waste containers in the number and size required, placed at adequate locations to handle debris or provide other methods of disposing of debris.
- c. Oil, flammable or hazardous wastes such as, but not limited to, caustics, acids, harmful dusts, etc., shall be placed in properly marked containers as necessary and disposed of at a site designed for such wastes.

5. FINAL CLEANING:

- a. Immediately prior to substantial completion.
- b. Contractors shall expedite or perform thorough cleaning, sweeping, washing and polishing of work to remove from work and equipment provided under his contract, all foreign matter, spots and soil, so as to put all such work and equipment, including finishes, in a complete and finished condition ready for acceptance and use intended.
- c. The contractor is responsible for final sweeping and dusting not covered by other subcontractors. This general cleaning shall include all areas of the building site.
- d. Make all repairs to landscaping and building components damaged in the performance of the work, including but not limited to: repairs or replacement of sod, trees, concrete, paving, building surfaces, incidentals or equipment attached to or detached from project. Use of plywood sheets and wood planking to prevent rutting of lawn is highly recommended.

6. CHARGES: If prime contractors do not remove rubbish or clean building as specified above, owner reserves right to have work done by others at contractor's expense.

III. TECHNICAL SPECIFICATIONS – The Specifications entitled “Technical Specifications and Performance Standards” are the City of Milwaukee’s rehabilitation construction standards as currently published in January 2006 and as amended from time to time. A copy of these Specifications can be obtained from the DCD website (in the right hand column of the site):

<https://city.milwaukee.gov/DCD/Projects/RFPs>

VI. SCOPE OF WORK

- A. SPECIFIC: See attached “Scope of Work for 2712 -2714 W McKinley Blvd.” for the General Contracting services required for this bid at the property located at **2712 – 2714 W McKinley Blvd., Milwaukee WI.**
- B. This section is intentionally left blank.
- C. This section is intentionally left blank.
- D. This section is intentionally left blank.
- E. This section is intentionally left blank.

F. MATERIALS:

1. Furnish materials of the type, qualities, and characteristics specified. The specification of a trade name and catalog number is intended to establish quality, type, character, and operating characteristics of the material required. Materials by other manufacturers of equal specifications will be accepted, excepting as may be specifically stated otherwise.
2. Materials shall be delivered adequately protected, in merchantable condition, and in original unbroken packages if normally packaged. They shall be stored and handled so as to protect and maintain their merchantable condition.
3. The Commissioner of DCD or his representative shall have the right to reject material not in compliance with the project manual, as well as damaged material, and the contractor shall remove such material from the construction site when and as directed.

G. EQUIPMENT:

1. Internal combustion engine and compressor shall be equipped with mufflers to reduce noise to a minimum and shall not be operated in enclosed areas without adequate ventilation.
2. All materials and work procedures used shall be in accordance with all air pollution control regulations in effect at the work site.

H. HAZARDOUS MATERIAL REQUIREMENTS:

1. The requirements set forth in the OSHA Hazard Communication Standard, 29CFR1 9101.1200, U.S. Environmental Protection Agency (EPA), and Wisconsin Department of Natural Resources in the Wisconsin Administrative Code NR600, shall be met by each on-site contractor.

a. Material Safety Data Sheets (M.S.D.S.):

1. All contractors, which may/may not include the City of Milwaukee, shall provide the M.S.D.S. for all hazardous chemicals to which any person may be exposed at the work site.
2. A master list will be kept in the office of the Project Supervisor/Construction Manager and updated as materials are delivered.

b. Container Labeling:

1. Each container of hazardous material at the work site shall be clearly labeled with:
 - (a) Identity of the hazardous chemical(s).
 - (b) Appropriate hazard warning(s).
 - (c) Name and address of the manufacturer.
2. The City of Milwaukee reserves the right to stop the work of a contractor if compliance with OSHA regulations is inadequate. Work will not proceed until all applicable safety and health procedures are implemented by the contractor.

I. MATERIAL STORAGE:

1. The storage areas shall be kept in good order and free of all rubbish and debris.
2. Coordinate the delivery and storage of all materials and equipment with the DCD staff as assigned by the Commissioner of DCD.
3. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
4. Store and protect products in accordance with manufacturers' instructions.
5. Store with seals and labels intact and legible.
6. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
7. For exterior storage of fabricated products, place on sloped supports above ground.
8. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
Prevent contact with material that may cause corrosion, discoloration, or staining.
9. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
10. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

J. ASBESTOS CONTAINING MATERIALS:

1. Comply with all City of Milwaukee ordinances, laws and regulations, State and Federal laws pertaining to handling and disposal of asbestos containing materials and OSHA regulations. The contractor is responsible to ascertain the extent to which these regulations affect the operations and comply therewith.
 - a. Asbestos Regulations of the U.S. Department of Labor - Occupational Safety and Health Administration (OSHA): Comply with all regulations concerning the handling of asbestos containing materials as required by OSHA in the following reference:
 - Code of Federal Regulations Title 29, Part 1910 Section 1910.1001.
 - b. State of Wisconsin Department of Natural Resources:
 - Complete Notice of Demolition - 40 CFR 561.22(d) 10 days prior to commencement of work.
 - c. City of Milwaukee Common Council file No. 870856:
Ordinance relating to regulations for building projects involving the disturbance of asbestos materials and establishing fees.
 - d. In addition to the above references comply with any additional regulations that may be in effect as of the date of commencement of this job.

2. Arrange for Project Inspector to be on the job when necessary.
3. Contractor is to be familiar with asbestos use in roofing materials, and shall be responsible to bring to the attention of this project manager any materials that are suspect.
4. City will be responsible for testing roofing materials for the presence of asbestos at the request of this contractor.
5. Contractor shall be familiar with the handling of asbestos roofing materials and handle and/or remove materials as required by repair and in accord with regulations.

K. REVISIONS:

The right is reserved to make modifications to a reasonable extent as building conditions may require, or as may be required to conform to code rulings, or manufacturer's standards without extra cost to the City.

V. This section is intentionally left blank.

VI. APPLICATION PROCEDURES

A. GUTTER/DOWNSPOUT REPLACEMENT:

- a. Where existing gutters or downspouts are deficient; i.e., require more than minor repair or are missing altogether, replacement shall be provided as specified below.
- b. Half or quarter round gutters are required unless otherwise indicated by the owner.
- c. Half-round gutters must be installed with brackets or straps installed under the roof shingles and not directly mounted to any fascia board or rafter tail. All gutters shall be a minimum of .032 gauge, maintain a minimum slope of 1/2" per 10 running feet of gutter, and shall be attached approximately every 32" on center, or every other rafter tail, and shall be a minimum of 1/2" from the fascia board.

Gutters longer than 40 feet should be sloped in two directions from the midpoint of the gutter and connected to a minimum of a 4" diameter downspout. All downspouts shall be a minimum of 024 gauge.

- d. Provide a precast or preformed spill block at every new downspout installation.

Scope of Work for 2712 – 2714 W McKinley Boulevard

2712-2714 W McKinley Boulevard is a historic home. Contractor must be skilled and experienced in renovating older, distressed properties. Contractor is responsible for verification of all field measurements and material quantities.

Items that need renovation are listed below followed by supplemental specs for repair items. Note that this list is to be used in conjunction with the technical specifications that are part of the bid package. Contractor must read and follow all technical specifications – (for example - comply with the lead safe rehab standards as outlined in Section 01810 LeadDust Hazards, etc.)

Bids to include all labor and materials. Change orders will not be approved for routine repairs that are part of exterior renovations and should be included in the base bid. Change orders will be considered for extraordinary circumstances that arise during renovation work and that cannot be determined through initial inspections.

The contractor is responsible to field verify all measurements, the amount of materials needed, and the number of windows in the building. If any item in this scope calls for a certain manufacturer, model number, or approved equivalent of a particular item, and that item is to be substituted, both the City of Milwaukee and the owner must approve the substitution in writing as a part of the contract.

2712-2714 W McKinley Boulevard

Lead Related Work: Contractors are to assume all painted surfaces contain lead and that any task that disturbs previously painted surface shall be performed by properly certified personnel and follow the State of Wisconsin Department of Health Services Administrative Code Chapter DHS 163 regarding the certification for the identification, removal and reduction of lead-based paint hazards (Pb).

And, if applicable, wherever items are noted in the Scope of Services as Pb-N and/or Pb-A requires Milwaukee Health Department notification. Window replacement shall be performed by properly certified personnel and requires a Milwaukee Health Department Permit (Pb-A). See Section 01810 (Lead Dust Hazards) in Technical Specifications, incorporated by reference in Section III.

Base Bid

1. Downspouts: state the lump sum cost to install new downspouts where missing. Terminate the downspouts as follows; Test the existing open storm inlets for internal leaks or blockages. Where functional, connect downspouts to existing storm inlets where present with sealed boots. For other downspouts, install downspout bends and extensions 5' into the yard. Where discharging to grade, add heavy soil at these areas along the foundation, to slope drainage away.
2. Northwest Basement Stair: state the lump sum cost to remove the existing stair, to allow access for the foundation repairs. Build a new code-compliant stair at this location after all foundations repairs are completed. Where new wood construction contacts masonry or cement, use pressure treated. Install a code compliant handrail.
3. Northeast Foundation Wall Replacement: state the lump sum cost to remove the existing brick foundation and install a new CMU masonry foundation wall and footing at the Northwest corner of the basement. (VM Engineering Report, 10/10/2024, Recommendation #1)
4. West Foundation Wall Replacement: State the lump sum cost to remove the existing brick foundation and install a new CMU masonry foundation wall and footing along the entire remaining West (alley) wall. (VM Engineering Report, Revision Note 10/10/2024). Note: If this work requires the removal of any alleyway paving in order to affect this repair, then Department of Public Works permits shall be required; 1.) Approach Permit, and 2.) Right of Way Permit. The contractor shall include the costs for paving removal, replacement, permits, and all other necessary work. Any DPW bonding, if required, shall be obtained by the contractor.
5. Partial Drain Tile System: State the lump sum cost to install a drain tile system at the new foundation walls and the walls being braced as part of this work. Install a sump-crock and code-compliant discharge to the exterior rear yard. Tie all sections of drain tile to the sump crock. Replace all concrete flooring disturbed as part of this work. Do not discharge across walk-ways or porches. (VM Engineering Report, 10/10/2024, Recommendation #3). Plumbing permit required.

6. Wall Parging: State the lump sum cost to prep and install cementitious wall parging as indicated in the attached VM Engineering Report, 10/10/2024, Recommendations #5.

7. East Wall Bracing: State the lump sum cost to prep and install steel bracing as indicated in the attached VM Engineering Report, 10/10/2024, Recommendations #2.

8. Concrete Floor Replacement: State the lump sum cost to remove and replace the concrete floor at the Southeast corner of the house. (VM Engineering Report, 10/10/2024, Recommendation #4.)

9. Electrical Work #1: State the lump sum cost to relocate or remove minor electrical items (outlets, former lights, etc.) are interfering with the wall re-building or bracing, as necessary.

10. Electrical Work #2: The existing electrical panels and meters will also be in the way of foundation work. State the lump sum cost to carefully remove the panels, boxes and conduit, while retaining the full lengths of the existing wiring whips. Label each wire with a legible description of; A.) Unit (upper/lower), B.) Circuit (if currently labeled) "lights", etc., and C.) Label each feeder. Carefully move the wires out of the way, and protect them from damage during construction. Retain and protect the panels and meters/boxes, which are to be returned to the owner.

Alternate Bid Items

ALT-1. Complete Drain Tile System: In addition to the Base-Bid drain tile system, install new drain tile for the remaining basement walls, for a complete system. Perform this work prior to wall bracing and floor replacement.

ALT-2. West Wall Brick Face Re-Build: If during the course of construction, it is determined that the exterior wythe of bricks along the West foundation wall can be removed and rebuilt, and the interior wythes be retained, while and maintaining the walls structural integrity then this work item will be accepted. State the lump sum cost to rebuild the outer brick face, and install cementitious wall parging and interior wall bracing along its entire length per VM Engineering Report, 10/10/2024, Recommendations #2 and #5. This work item would be performed in lieu of Base Bid scope Item #4. (Field determination per review by DCD staff and structural engineer, in coordination with the selected contractor.)

House to be secured at the end of each work day. All boards to be replaced on doors and windows to prevent vandalism and break-ins.

FOUNDATION INSPECTION REPORT

Vincent Matarrese, PE (# E-45530)
 PHONE: (262) 364-8744
 EMAIL: Vince@VMproeng.com



DATE: _____
 CONDITIONS: _____

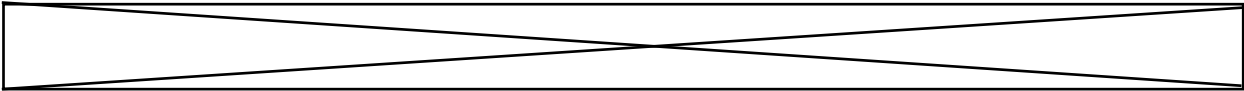
Client:		Present:
Inspection Address:		
Billing Address:		
Telephone:	Email:	

The following report is the professional opinion of Vincent Matarrese, which is not a warranty. The report is limited to the components of the foundation that were visible on the date of the inspection and the engineer's opinion of their condition at the time of the inspection. This report does not address dormant or concealed defects that may occur in the future that are no evident at the time of this inspection.

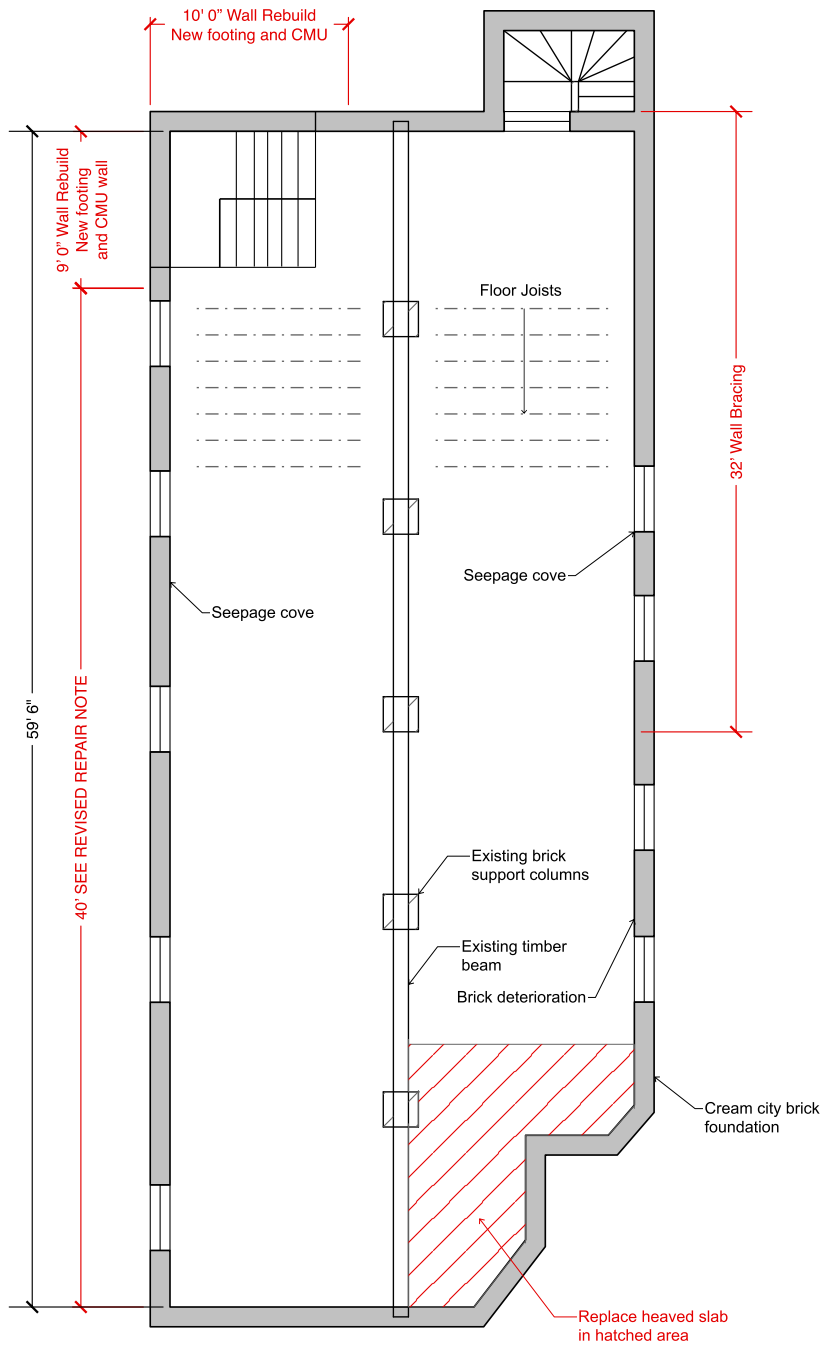
REPORT SUMMARY AND RECOMMENDATIONS
<i>All repairs to be completed per the State of Wisconsin Uniform Building Code</i>

ADDITIONAL SITE NOTES:

_____ Not Applicable

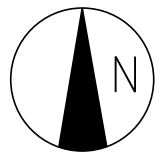


Not Applicable



KEY:

- D - Measurement of wall displacement
- T - Measurement of wall tipping
- H x - Horizontal crack at course x from top of wall
- SC - Step Cracks
- EFF - Efflorescence
- VC - Vertical Cracks
- BS - Measurement of base shear
- SP - Sump pump
- WS - Water stains
- (X") - Differential elevation measurement



AGE	1900	TYPE	Res.	STORIES	2+	
FND WALLS	Brick	HEIGHT	Varies	FLOOR	Slab	
North Wall	Failure	Active?	Yes, NW corner			
South Wall	1/2"	Active?	No, protected by porch			
West Wall	1-1/2"	Active?	Yes			
East Wall	1-1/2"	Active?	Yes			
Moisture present?		Water stains or discoloration?				
Yes		Yes				

VM Engineering LTD

Vince Matarrese, PE E-45530
Vince@VMproeng.com

DATE	Rev. 10/10/24	SCALE	N.T.S.
CREATOR	VMM		

CLIENT Tracy Dillard

FOUNDATION
DOCUMENTATION
PLAN

DRAWING No.

S1.0

2712 W. McKinley Blvd
Milwaukee, WI

Notes: Brick deterioration found at roof gutter downspout locations. Roof gutters and downspouts are missing. ³⁹









Terms and Conditions

This agreement is between VM Engineering Ltd. (VM Eng.) and the undersigned Client ("Client").

For the Fee stated herein, the following is provided to the Client:

- Single site visit
- Limited visual inspection of the foundation of the home or building identified above
- Report with measurements, observations and recommendations
- Limited visual inspection of exposed framing or relevant structural members

Additional inspection scope and additional charges require written agreement between VM Engineering Ltd. and Client.

Extends of visual inspection:

- This inspection is limited to a basic visual inspection of those portions of the foundation system that are visible and open to plain view on the day of inspection.
- This inspection is limited to portions of the foundation system that are visible without moving or removing any obstructions.
- During inspection no excavation of soils, removal of finishes or removal of obstructions will occur.
- VM Eng. cannot and does not render any opinion regarding the condition of such portions of the foundation system that are not reasonably open to visual inspection.

Client understands and agrees that VM Eng. cannot comment on the presence of problems or defects that are not reasonably exposed to visual inspection at time of site visit. Client agrees that VM Eng. is not responsible for any foundation defects or problems that cannot be detected through a reasonable visual inspection of the type performed under this agreement.

Client understands and agrees that VM Eng. shall not be responsible for any defects, problems or structural conditions that are not visible at time of inspection.

The following are not included in this inspection and report:

- Determination and compliance of original construction with regards to the Plans and Specifications or relevant building code.
- Material testing and determination of material properties.
- Soil borings, soil testing, or any other geotechnical analysis. VM Eng. cannot render an opinion in regards to soil properties or soil conditions. Determination of soil stability must be made by geotechnical engineer. Client understands and agrees that VM Eng. will not render opinions as a geotechnical engineer.
- Contamination of hazardous materials, asbestos, radon gas, mold, insects or pests.
- Warranties or guarantees of foundation performance
- Advice regarding the purchase or sale of the property or the value of the property.

Client understands any estimated budget costs are based on industry standards and are not to be taken as official quotes.

Client understands that over time foundation problems can develop or worsen which cannot be predicted. VM Eng. does not guarantee that the conditions found at time of this report will not worsen or become more serious over time. Client agrees that VM Eng. is not guaranteeing the condition of the foundation nor is liable for future changes to the foundation.

Repair recommendations are the professional opinion of VM Eng. based upon the limited visual inspection. Client understands and agrees that VM Eng. does not guarantee that the repair recommendations will render the foundation free of all defects or issues after repairs are completed.

Client understands that the foundation inspection agreement and report is in no way or form a warranty or guarantee.

Client acknowledges that they have read, understand and agree to all of the terms and conditions stated in this agreement.

Client Acceptance: _____ Date: _____

SUPPLEMENTAL SPECIFICATIONS for MASONRY

All brick and mortar repairs must blend with existing brick and mortar color, patterns, mortar mix and joint thickness. Repairs must maintain the historic integrity of existing brick and masonry work. These guidelines to be followed where applicable.

1) When doing mortar or brick repair, or replacement on historic homes the following process/procedure is to be followed:

2) Inspect all masonry for signs of deterioration. Identify any bricks that are cracked or spalled, and determine the reason for the damage. Replace damaged bricks using like-with-like material.

3) Check for cracks in the mortar joints and determine if excessive settling has occurred which will require additional foundation repairs.

4) When repairing foundations be sure to incorporate the same brick pattern. The contractor shall use like-with-like dimensioned bricks of similar color and density for any repairs.

5) When tuckpointing brick or block the old mortar must be removed to a minimum depth of 3/4" by means of a tuckpointer's rake pulled across the joint or lightly tapping with a hammer. If the mortar does not come loose a hammer and plugging chisel should be used. Either of these methods is preferred. Use of an electric grinder should only be done in areas that are not visible to the general public such as rear walls, and then only after being approved by the Owner's Representative. Great care must be taken not to damage the brick. "No mortar removal is to be done using a reciprocating saw with a masonry blade."

6) When applying the new mortar to Cream City brick the joint should be damp but not dripping wet. The new mortar should use a lime mortar mix with one part lime to two parts sand. Use Type "K" mortar if available and Type "O" mortar as a second option.

7) When tuckpointing it is important that the mortar match the existing mortar in color. New mortar must be colored or tinted and installed in an inconspicuous test area, prior to installing it in highly visible areas.

8) When applying mortar a grout bag or knife-like tuckpointing tool should be used to push the mortar all the way back into the joint. Tuckpointing should be done in 1/4 inches layers, packing each layer before applying the next. Apply mortar as neatly as possible and avoid smearing mortar on the face of the brick.

9) When the final layer begins to set up slightly, it MUST be tooled to match the style of the existing joints. (See pg 85 of "As Good As New"), unless another style is approved by the Owner's Representative prior to initiating any project work.

10) Clean up any excess mortar immediately using phosphoric acid. If this does not work use muriatic acid. Use muriatic acid in a solution of 1 part muriatic acid to 10 parts water. Apply the acid mixture with a large sponge. Leave the acid in contact with the masonry for 30 seconds then use a scrub brush to remove any excess mortar. When clean, rinse thoroughly with water and neutralize the cleaned area with 1 cup of household ammonia to 1 gallon of water. Muriatic acid is dangerous so do not get in contact with eyes or skin, and always keep a neutralizing agent like baking soda on hand.

CITY OF MILWAUKEE, WISCONSIN
DEPARTMENT OF PUBLIC WORKS
LICENSED SURETY CORPORATION BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

.....

of
(Street and Number) (City) (State)

as principal and of
(Home Office)

as surety are held and firmly bound unto the City of Milwaukee, Wisconsin, hereinafter called City in
the penal sum of

..... Dollars,

to be paid to the City: its successors and assigns, for which payment well and truly to be made, we bind ourselves, and our heirs, executors, and, administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making a proposal in writing dated
20, to the Commissioner of Public Works of the City, according to Official Notice No
20, of said Commissioner for furnishing all material, equipment, labor and everything necessary
for the completion of the work of...

according to plans, specifications and the other contract documents on file in the office of said Commissioner, a copy of which proposal is by reference made a part hereof, and the said proposal is accompanied with this bond.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal shall execute the contract in quadruplicate, in accordance with the proposal as accepted, with approved licensed surety corporation bound thereto for the faithful performance and proper fulfillment

of such contract, and return the same to the office of the said Commissioner within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

In witness whereof, the above bounden parties have executed this instrument under their several seals at Milwaukee, Wisconsin, this day of 20, the name and corporate seal of each corporate party being hereto affixed and this instrument signed by its duly authorized representative.

Bidder Witnesses

..... (Seal)
(Bidder)

.....
By
.....
(Name and Title)

Surety Witnesses

.....
(Surety)

.....
.....
By
(Attorney-in-Fact or Agent)

(Seal of Surety)

Name of Surety Contact Person _____ and Phone Number _____
(Please Print)