

**CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES**

**DEMOLITION AND SITE CLEARANCE  
GENERAL SPECIFICATIONS  
(2020\_REVISION)**

**ISSUED BY  
DEPARTMENT OF NEIGHBORHOOD SERVICES  
CONDEMNATION SECTION  
841 NORTH BROADWAY  
ROOM 105  
MILWAUKEE, WI 53202**

**03/31/2021**

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## OFFICIAL NOTICE

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

#### **1.0.0. INVITATION FOR BIDS FOR DEMOLITION PROJECT**

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

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 All bids shall be held open for a period of sixty (60) days subsequent to the opening of bids and no bid may be withdrawn without the written consent of the Commissioner.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

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

COPIES OF THE CONTRACT DOCUMENTS MAY BE OBTAINED AT THE OFFICE OF THE DEPARTMENT OF NEIGHBORHOOD SERVICES OF THE CITY OF MILWAUKEE, 841 NORTH BROADWAY, ROOM 1012, MILWAUKEE, FREE OF CHARGE; OR BY MAIL, UPON PAYMENT OF A \$3 CHARGE.

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

Attention is called to the fact that: (a) the successful proposer will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these categories as provided by Section 109-9 of the Milwaukee Code of Ordinance This provision must be included in all subcontracts. (b) Contractor agrees that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. (c) both parties understand that the City is bound by the Wisconsin Public Records Law, and as such all of the terms of this

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

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

Small Business Enterprise (SBE) requirement for this project is 25% of the contract base bid. For more information and a complete listing of City of Milwaukee certified SBE firms please contact the Office of Equity & Inclusion at 414-286-5553. More information can be found at <https://city.milwaukee.gov/Equity-and-Inclusion>

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

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

This bid includes Socially-Responsible Contractors (SRC) incentive in accordance with Chapter 310 Milwaukee Code of Ordinances. More information can be found at <https://city.milwaukee.gov/Purchasing/Programs/Socially-Responsible-Contractors-SRC-Program>.

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

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

Anyone who requires an auxiliary aid or service for this event should contact the City of Milwaukee ADA Coordinator @ (414) 286-3475 or [ADACoordinator@milwaukee.gov](mailto:ADACoordinator@milwaukee.gov) as soon as possible but *no later than 72 hours before the scheduled event.*

This material is available in alternative formats for individuals with disabilities upon request. Please contact the City of Milwaukee ADA Coordinator @ (414) 286-3475 or [ADACoordinator@milwaukee.gov](mailto:ADACoordinator@milwaukee.gov). Provide a 72 hour advance notice for large print and 7 days for braille documents.



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

Rev. 3/2020

## **2.0.0. INSTRUCTIONS TO BIDDERS**

### **2.1.0. SCOPE OF WORK**

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction, of every nature, charges, levies, fees or other expenses incurred, and all other services and facilities of every nature whatsoever, as necessary to properly demolish and remove all structures included in these specifications, fill and grade the entire parcel in the specified time and in accordance with all applicable ordinances and codes of local, state, and federal governments in the performance of the contract.

### **2.2.0. INSPECTION OF SITE**

Each bidder should visit the site of the proposed work and thoroughly examine and familiarize himself or herself with: (a) all existing conditions relating to the demolition and site clearance; (b) the buildings and structures involved; and (c) any difficulties and restrictions attending the performance of the contract. The bidder shall thoroughly examine and familiarize himself or herself with the Drawings, Technical Specifications and all other Contract Documents. The Contractor by the execution of the contract shall not be relieved of any obligation under it due to his or her failure to receive or examine any form legal instrument or contract document, or to visit the site and acquaint himself or herself with existing conditions. The Commissioner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as provided herein.

### **2.3.0. INTERPRETATIONS OR ADDENDA**

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for an interpretation as to the meaning of the Contract Documents shall be made in writing to the Commissioner. Any written request received seven or more days prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the Contract Documents and when issued will be on file in the office of the

Commissioner at least five days before bids are opened. In addition, all addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Contract Documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

#### **2.4.0. USE OF SEPARATE BID FORMS**

These Contract Documents include a complete set of bidding and contract forms and price breakdown sheet which are for the convenience of bidders and are not to be detached from the Contract Documents or filled out, or executed. Separate copies of bid forms are furnished for that purpose. Bids shall be submitted in triplicate and all copies of bid documents signed.

#### **2.5.0. COMMUNICATIONS**

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Commissioner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or transmitted by facsimile with the original document available upon request.
- C. All papers required to be delivered to the Commissioner shall, unless otherwise specified in writing to the Contractor, be delivered to the Department of Neighborhood Services of the City of Milwaukee, 841 North Broadway, 1st Floor, Milwaukee, Wisconsin, and any notice to or demand upon the Commissioner shall be sufficiently given if so delivered, or if transmitted by United States mail by certified mail, return receipt requested, in a sealed, postage-prepaid envelope, or transmitted by facsimile with the original document available upon request to said Commissioner at such address, or to such other representatives of the Commissioner or to such other address as the Commissioner may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of facsimile, at the time of actual receipt, as the case may be.

#### **2.6.0. BIDS**

##### **2.6.1. Form of Bids**

All bids must be submitted on forms supplied by the Commissioner and shall be subject to all requirements on the Contract Documents including the drawings and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid form by the bidder.



### **2.6.2. Sealing of "Demolition Bid Documents"**

All documents shall be enclosed in an envelope which shall be sealed and clearly labeled with the words "Demolition and Site Clearance Bid Documents," project number, name of bidder, and the date and time of bid opening in order to guard against premature opening of the bid.

### **2.6.3. Irregular Bids**

The Commissioner may consider as irregular any bid in which there is an alteration of or departure from the sample bid form found in sec. 3.1.0. herein or incomplete or missing documents and at its option may reject the same.

### **2.6.4. Corrections of Errors in Bid**

Errors in bids may be corrected in accordance with Section 66.29(5), Wisconsin Statutes, entitled, "Correction of Errors in Bid."

### **2.6.5. Additional Bids**

Each bidder shall submit only one bid for each bid invitation. Additional bids submitted after the original bid will not be considered and will be returned to the bidder.

### **2.6.6. Collusive Agreements**

Each bidder submitting a bid to the Commissioner for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach hereto, an affidavit in the form provided in sec. 3.2.0. herein to the effect that bidder has not colluded with any other person, firm or corporation in regard to any bid submitted.

### **2.6.7. Statement of Bidder's Qualifications**

The low bidder shall, upon request of the Commissioner, submit on a form substantially like that found at sec. 3.9.0. herein, a statement of the bidder's qualifications, demolition experience, and the organization and equipment available for the work contemplated; and when specifically required by the Commissioner, a detailed financial statement. The Commissioner shall have the right to take such steps as deemed necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall promptly furnish the Commissioner all such information and data for this purpose as may be requested. The Commissioner reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the Building Inspector that the bidder is qualified or responsible to carry out properly the terms of the contract.

### **2.6.8. Time for Receiving Bids**

Bids received prior to the time of opening will be kept securely unopened. The Commissioner and designee whose duty it is to open them will decide when the specified time for bid opening has arrived, all in accordance with the time stated in the Invitation for Bids, and any bid received thereafter may not be considered.

#### **2.6.9. Time for Bid Payments**

In the event the value of salvage removable pursuant to sec. 4.3.21. herein exceeds the costs of demolition, and the bid is one for payment to the Department of Neighborhood Services of the City of Milwaukee, such payment shall be made by the successful bidder within seven (7) calendar days of execution of the contract.

#### **2.6.10. Opening of Bids**

At the time and place fixed for the opening of bids, the Commissioner will cause to be opened and publicly read aloud all bids which had been received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons interested may be present, in person or by representative.

#### **2.6.11. Withdrawal of Bids**

Bids may be withdrawn on written, telephonic or faxed request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for bid opening; provided that written confirmation of any withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his or her bid in accordance with the foregoing conditions will be returned promptly. Bidders who have withdrawn bids shall not be entitled to bid upon the contract at hand unless the same is re-advertised.

#### **2.6.12. Corrections**

Erasures or other changes in the bid not otherwise prohibited herein must be explained or noted over the signature of the bidder.

#### **2.6.13. Disclosure of Subcontractors**

Before executing any subcontract the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit in the form provided in sec. 3.4.0. herein.

#### **2.7.0. BID GUARANTY/BID BOND**

### **2.7.1. Bid Bond Form**

The bid must be accompanied by a bid guaranty which shall not be less than ten percent (10%) of the total bid. At the option of the bidder, the guaranty may be a certified check, bank draft, or a bid bond in the form found at sec. 3.6.0. herein. The bid bond shall be secured by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570 or its successor(s). The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be payable to the order of: Department of Neighborhood Services of the City of Milwaukee. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the Contract Documents.

### **2.7.2. Bid Bond Forfeiture**

If the bidder to whom the contract is awarded refuses or neglects to execute the same, or refuses or neglects to furnish adequate surety bond or bonds as may be required, within fourteen (14) calendar days after notice to him of the award, the amount of his bid guaranty shall be forfeited and shall be retained by the Department of Neighborhood Services of the City of Milwaukee, in addition to any and all remedies available to the City.

### **2.7.3. Return of Bid Bonds**

Certified checks or bank drafts, or the amounts thereof, and the bid bonds of all bidders will be returned upon execution of the contract and receipt of performance bond from the successful bidder.

## **2.8.0. AWARD OF CONTRACTS**

### **2.8.1. Who Awarded To**

The contract, if awarded, will be awarded to the lowest qualified, responsive, and responsible bidder, subject to the provisions of sec. 2.8.2. If applicable, Local Business Enterprise and Socially Responsible Contractor bid incentives will be applied.

### **2.8.2. Right to Reject**

The Commissioner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the City's interest. The bidder to whom the award is made will be promptly notified of any rejection.

The Commissioner reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded bidder's obligations to subcontractors, material ~~men~~ suppliers or employees. In determining

the lowest qualified, responsive and responsible bidder, the following elements, in addition to price and to those above mentioned, will be considered: whether the bidder involved (1) maintains a permanent place of business; (2) has adequate equipment available to do the work properly and expeditiously; and (3) has the appropriate technical experience. All of the foregoing is in the sole judgment of the Commissioner. The Commissioner reserves the right to consider as unqualified to perform the contract work any bidder who does not habitually perform with his or her own forces the major portions of the work involved in the demolition and site clearance. The ability of any bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

The Commissioner further reserves the right to reject any bid submitted by a bidder previously found by the Commissioner to have violated any of the provisions of sec. 4.5.0., et. seq. entitled Conditions for Environmental Compliance.

## **2.9.0. EXECUTION OF CONTRACT**

### **2.9.1. Duty to Deliver**

Subsequent to the award and within fourteen (14) calendar days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Department of Neighborhood Services of the City of Milwaukee a contract, in the form included in the contract documents, signed in triplicate.

### **2.9.2. Performance and Payment Bond Required**

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder, shall, within the period specified in sec. 2.9.1. above, furnish a surety or performance bond in a penal sum not less than one hundred percent (100%) of the amount of the bid, including all items of overhead, as set out in the accepted proposal as security for the faithful performance of the contract, and a payment bond securing the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by the contractor in performing the work. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, the date of the contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570, or its successor, and the penal sum shall be within the maximum specified for such company in said Circular 570, or its successor.

### **2.9.3. Default**

The failure of the successful bidder to execute the contract and to supply the required bond or bonds within fourteen (14) calendar days after the prescribed forms are presented for signature, or within such extended period as the Commissioner may grant, based upon reasons determined sufficient by the Commissioner, shall constitute a default, and the Commissioner may either award the contract to the next lowest qualified, responsive and responsible bidder, or re-advertise for bids, and may charge against the

bidder the difference between the amount for which a contract for the work is subsequently executed irrespective of whether the amount thus due exceeds the amount of bid bond.

#### **2.9.4. Wages and Salaries**

Attention of bidders is called to the requirements concerning the payment of not less than the living wage. It is the responsibility of bidders to inform themselves as to the local labor conditions, such as the length of work days and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates. This service contract has a living wage requirement fully set forth in sec. 4.2.3. herein.

#### **2.9.5. Equal Opportunity - Small Business Enterprise Provisions**

Attention of bidders is called to the requirement for ensuring that employees and applicants for employment are not discriminated against for any of the reasons listed in the Invitation for Bids Official Notice at sec. 1.0.0. All Bidders shall comply with the City of Milwaukee's requirements regarding Equal Employment Opportunities, and SBE contractor participation set forth fully in secs. 4.2.1. and 4.2.2.

**3.0.0. SAMPLE FORMS**

**3.1.0. BID FOR DEMOLITION**

**3.2.0. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

**3.3.0. COMPLETE LIST OF SUBCONTRACTORS**

**3.4.0. AFFIDAVIT OF SUBCONTRACTOR**

**3.5.0. AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION**

**3.6.0. BID BOND FORM**

**3.7.0. CERTIFICATE AS TO CORPORATE PRINCIPAL**

**3.8.0. BID BOND AFFIDAVIT**

**3.9.0. STATEMENT OF BIDDER'S QUALIFICATIONS**

**3.10.0.CONTRACT FOR DEMOLITION**

**3.11.0.PERFORMANCE AND PAYMENT BOND**

FORMS CONTAINED HEREIN ARE NOT TO BE REMOVED OR FILLED  
OUT

PROPER FORMS WILL BE PROVIDED

**3.1.0.**

**BID FOR DEMOLITION**

Department of Neighborhood Services  
841 North Broadway  
Milwaukee, Wisconsin

Gentlemen: TO WHOM IT MAY CONCERN

1. The undersigned, having familiarized \_\_\_\_\_ with the existing conditions on the Project Area affecting the cost of the work, and with the Contract Documents revised January, 1998, (which includes Invitation for Bids, Instruction to Bidders, the form of Bid, the form of the Bid Bond, Form of Contract (or agreement), form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds); hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for the demolition of \_\_\_\_\_ primary buildings and \_\_\_\_\_ secondary buildings located in the City of Milwaukee, known as Project Number DNS- \_\_\_\_\_ all in accordance with the above-listed documents;

(a) for \_\_\_\_\_ the \_\_\_\_\_ lump \_\_\_\_\_ sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_),

in addition to and above the value of such salvage materials specified to become the property of the Bidder;

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

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_),

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

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

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

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

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

Date \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_

Official Address

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_



Rev. 3/2020

**3.2.0. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

- (1) S/he is \_\_\_\_\_ (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
- (2) S/he is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such bid is genuine and is not a collusive or sham bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has had or will have communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix the overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) Attached and following this affidavit is a full and complete list of all subcontractors and the class of work to be performed by each, which the Bidder proposes to use.

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

Title

Title

My commission expires:  
Rev. 1/00

**3.3.0.**

**COMPLETE LIST OF SUBCONTRACTORS**

(Include Plumbing Contractor)

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

**3.4.0.**

**AFFIDAVIT OF SUBCONTRACTOR**

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

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

(1) S/He is \_\_\_\_\_ of \_\_\_\_\_  
(owner, partner, officer, representative, or agent)

\_\_\_\_\_, herein referred to as the "Subcontractor";

(2) S/He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the Demolition Contract pertaining to Project # \_\_\_\_\_ for the Department of Neighborhood Services of the City of Milwaukee, Wisconsin;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor 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 Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract; and

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

(6) The Subcontractor agrees to pay not less than the living wage rate established by the Common Council of the City of Milwaukee, pursuant to sec. 310-13, Milw. Code. OR (6) Per changes in State Statute 66.0903, effective July 1, 2011, prevailing wage rates DO NOT apply to work advertised or performed under these

bid/contract documents.

(7) The Subcontractor also agrees to comply with the applicable regulations, amendments, or modifications of:

A. Equal Employment Opportunity Clause as stated elsewhere in this contract pursuant to Section 116 of the Housing Act of 1949, as amended and Executive Order Number 11246 of September 28, 1965, and 11375 of October 13, 1967.

B. Federal Labor Standards Provisions marked HUD-3200 as amended.

C. "So-Called Anti-Kickback Act and Regulations Promulgated Pursuant Thereto by the Secretary of Labor, United States Department of Labor."

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**CITY OF MILWAUKEE - DEPARTMENT OF ADMINISTRATION**

**PURCHASING DIVISION**

**3.5.0. AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION**

**CONTRACT/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 \$6.80 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 Department of Administration Purchasing 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. Such 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 \$6.80 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 \$6.67/HR.

I/We hereby state that 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\_\_\_\_, \_\_\_\_\_, who acknowledged that he/she executed the foregoing document for the purposes therein contained for and on behalf of said company. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

(SEAL)

\_\_\_\_\_  
PRINTED NAME

My commission expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

**3.6.0.**

**BID BOND FORM**

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

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

as PRINCIPAL, and

\_\_\_\_\_, as SURETY are held and firmly bound unto the Department of Neighborhood Services of the City of Milwaukee, hereinafter called the "Building Inspector", in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, in addition to and above the value of such salvage materials specified to become the property of the Bidder, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

dated \_\_\_\_\_, 19\_\_\_\_, for \_\_\_\_\_

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

However, in the event that the Principal shall be awarded the contract, his Bid not being previously withdrawn in accordance with the instructions to Bidders, and if the Principal shall neglect or fail to execute such contract or to give sufficient surety or sureties within the time specified, or if no time be specified, within 14 calendar days, then the Principal and/or surety shall forfeit to the Building Inspector as liquidated damages the amount of this bond.



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

In presence of:

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

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

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

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

Attest:

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

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

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

\_\_\_\_\_

Attest:

\_\_\_\_\_

Attest:

\_\_\_\_\_

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

Countersigned

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

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

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

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

**3.7.0.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

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

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

**3.8.0.**

**BID BOND AFFIDAVIT**

STATE OF WISCONSIN)SS  
MILWAUKEE COUNTY )

\_\_\_\_\_

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

(Attorney-in-fact or agent)

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

surety on the within bond executed by

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

Subscribed and sworn to before me this

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

Notary Public, Milwaukee County, Wisconsin

My commission expires  
Rev. 1/2020

### **3.9.0.**

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

(Demolition Contractor)

(To be submitted by the Bidder only upon the specific request of the Building Inspector.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where and when incorporated.
5. How many years have you been engaged in demolition under your present firm or trade name?
6. Contracts in progress: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by you.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on any contract? If so, where and why?
10. Have you been sued in the previous five (5) years? If so, please list all lawsuits by court and case number, and give a brief summary of the amounts involved and issues presented.
11. List the more important contracts completed by you during the previous five (5) years, stating approximate gross cost for each, and the month and year completed.
12. List your major equipment available for this contract.
13. Experience in Demolition work similar in importance to this project.
14. Background and experience of the principal members of your organization including the officer.
15. Bank reference(s).

- 16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Department of Neighborhood Services of the City of Milwaukee?
- 17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Department of Neighborhood Services of the City of Milwaukee in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )  
 )ss.  
 County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and says that s/he  
 is \_\_\_\_\_ of \_\_\_\_\_

(Title)

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

\_\_\_\_\_  
 Notary Public  
 \_\_\_\_\_

**3.10.0.**

**CONTRACT FOR DEMOLITION**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ hereinafter called the "Contractor", and the City of Milwaukee, acting through the Commissioner of the Department of Neighborhood Services, hereinafter called the "Commissioner".

WITNESSETH, that the Contractor and the Commissioner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the Demolition in an efficient and workmanlike manner, as follows: \_\_\_\_\_

(description of work and project identification)

\_\_\_\_\_ al  
l in strict accordance with the Contract Documents for Demolition, including all Addenda thereto numbered \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_, all as prepared by the Department of Neighborhood Services of the City of Milwaukee.

ARTICLE 2. The Contract Price. The Commissioner will pay the Contractor for performance of the Contract, in current funds, subject to additions and deductions as provided in the Section CHANGES IN THE WORK under GENERAL CONDITIONS, sec. 4.3.8., the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), in addition to and above the value of such salvaged materials specified to become the

property of the Contractor.

ARTICLE 3. Contract. The executed contract documents shall consist of the following:

- a. This agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions
- g. Technical Specifications
- h. Drawings (as listed in the Schedule of Drawings, if any)
- i. Price Breakdown Sheet

THIS AGREEMENT, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. This contract shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above written.

Attest:

---

(Contractor)

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

Department of Neighborhood Services  
841 North Broadway

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Print of type the names underneath all Signatures.)

Certifications

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the Corporation named as Contractor herein, that \_\_\_\_\_  
who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_,  
of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its  
governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corporate

\_\_\_\_\_  
Seal

(Print or type the names underneath all signatures.)



**3.11.0.**

**PERFORMANCE AND PAYMENT BOND**

KNOWN ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_,

as PRINCIPAL, of \_\_\_\_\_,  
(Street and Number) (City) (State)

and \_\_\_\_\_,

of \_\_\_\_\_, as SURETY, are held and firmly bound  
(Home Office)

unto the Department of Neighborhood Services of the City of Milwaukee, Milwaukee, Wisconsin, hereinafter called the "Building Inspector," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain contract, hereto attached with the Building Inspector, Dated \_\_\_\_\_, 19 \_\_\_\_.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Building Inspector with or without notice to the surety and during the life of any guaranty required under the contract and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said contract that may hereafter be made; and also, if the PRINCIPAL shall promptly pay all wages of laborers, workers, or mechanics to be employed by him for all work done or labor performed, or who may be employed by any subcontractor in the work called for by said contract and any and all modifications of said contract; and also, if the PRINCIPAL shall promptly pay all furnishers of material, supplied to himself, or by subcontractors, or furnished to subcontractors, and used in the construction, erection, alteration, or repairs of the work called for by said contract and any and all modifications or said contract; and also, if the PRINCIPAL shall pay or cause to be paid all sums due for materials or supplies furnished to said contractors, or any subcontractor, for use in machines used by the contractor, or any subcontractor in the construction, erection, alteration or repair of the work specified in the said contract and any and all modifications of said contract and also, if the PRINCIPAL shall fully secure, protect, and indemnify the said Building Inspector, its legal successors and representatives from all liability in the premises, including all costs of Court and attorney's fees, made necessary or arising from the failure, refusal or neglect of the aforesaid PRINCIPAL to comply with all of the obligations assumed by said PRINCIPAL or any subcontractors in the connection with the performance of said contract, and any and all such modifications of said contract; and also if the PRINCIPAL shall deliver all the work called for by said contract of the PRINCIPAL with the Building Inspector free from any and all claims, liens and expenses, and in accordance with the terms and provisions of said contract and any and all modifications of said contract; then this said bond shall become null and void, and otherwise it shall remain in full force and effect.

PERFORMANCE AND PAYMENT BOND

The undersigned SURETY does further hereby consent and yield to the jurisdiction of the state civil courts of the County of Milwaukee, of the State of Wisconsin, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned SURETY. The PRINCIPAL and SURETY severally and jointly agree that this bond, and the undertakings contained herein, are for the benefit of any and all subcontractors and other persons furnishing materials or labor to the contractor or for the performance of the PRINCIPAL of said contract with the Building Inspector, as originally executed by said PRINCIPAL and the Building Inspector or as thereafter modified, and that any such subcontractor or persons furnishing labor or materials may bring suit on this bond or any undertaking herein contained, in the name of the Building Inspector against the said PRINCIPAL and SURETY or either of them.

No modifications, omissions or additions, in or to the term of said contract, the plans or specifications, or the manner and mode of payment, shall in any manner affect the obligations of the undersigned SURETY in connection with the aforesaid contract. Notice to the SURETY of any and all modifications in said contract of the PRINCIPAL with the Building Inspector, and of any additions or omissions to or from said contract are hereby waived by the SURETY.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, 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.

Attest:

\_\_\_\_\_

\_\_\_\_\_

(PRINCIPAL)

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

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

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Corporate Surety)

Attest:

\_\_\_\_\_

\_\_\_\_\_

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

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ Dollars per thousand.

The total amount of premium charged is \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_).

(The above is to be filled in by SURETY)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am an officer 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 or her signature, and his or 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

A F F I D A V I T

(With Performance and Payment Bond)

STATE OF WISCONSIN    )  
  ) ss.  
MILWAUKEE COUNTY    )

\_\_\_\_\_, being first duly sworn, on  
oath deposes and says that he is \_\_\_\_\_

(attorney-in-fact or agent)

of \_\_\_\_\_

(Bonding Company)

surety on the attached contract, executed by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Contractor)

Affiant further deposes and says that no employee of the Department of Neighborhood Services of the City of Milwaukee, and no city official, or city employee, of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above mentioned contract.

Subscribed and sworn to before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public, Milwaukee Co. Wisconsin  
My commission expires \_\_\_\_\_

## **4.0.0.**

## **GENERAL CONDITIONS**

### **4.1.0. DEFINITIONS**

Whenever used in any of the contract documents, the following meaning shall be given to the terms herein defined:

- 4.1.1.** "Addenda" or "Addendum" shall mean any changes, revisions or clarifications of the Contract Documents which have been duly issued in writing by the Building Inspector to prospective Bidders prior to the time of receiving Bids.
- 4.1.2.** "City" shall mean the City of Milwaukee.
- 4.1.3.** "Commissioner" shall mean the Commissioner of the Department of Neighborhood Services (also called Building Inspector) or his designee.
- 4.1.4.** "Contract" shall mean the Contract executed by the Department of Neighborhood Services of the City of Milwaukee and the Contractor and all incorporated Contract Documents, of which these GENERAL CONDITIONS form a part.
- 4.1.5.** "Contractor" shall mean the person, firm or corporation entering into the Contract with the Building Inspector to perform the work of Demolition for the Project.
- 4.1.6.** "Contract Documents" shall mean and shall include the following:  
  
Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, signed Copy of Bid, General Conditions, Technical Specifications, Drawings (as listed in the Schedule of Drawings) and Price Breakdown Sheet.
- 4.1.7.** "Demolition Area" shall mean the Area specified on the Drawings within which the work of Demolition is to be performed under this Agreement.
- 4.1.8.** "Drawings" shall mean the drawings listed in the SCHEDULE OF DRAWINGS.
- 4.1.9.** "Engineer" shall mean any person or persons, employed by said Building Inspector for the purpose of directing or having in charge the work of Demolition embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties instructed to him.
- 4.1.10.** "Hazardous Materials Inspector (HMI)" shall mean a company or corporation under contract with the City to inspect buildings and structures to locate, identify, and test for the presence of "hazardous substances," as defined herein.

- 4.1.11.** "Hazardous Substance" shall mean all substances or materials of any kind identified as hazardous by federal, state, county or municipal law, Statute, ordinance, order, regulation, or schedule related to the protection of the environment (including, without limitation, any regulations promulgated by the United States Environmental Protection Agency or the Wisconsin Department of Natural Resources).
- 4.1.12.** "Local Public Agency" shall mean the Department of Neighborhood Services of the City of Milwaukee (also called Building Inspector), which is authorized to undertake this Contract.
- 4.1.13.** "Salvage" shall mean all building materials, equipment, appliances, and fixtures incorporated in the buildings and structures to be demolished, and other equipment or appurtenances, unless specifically exempted, located upon the real property within the Demolition Area, which the Contractor deems as having sufficient value to justify reclaiming.
- 4.1.14.** "Technical Specifications" shall mean that part of the Contract Documents which describes, outlines and stipulates the manner and methods to be employed in the work of Demolition.

**4.2.0. EMPLOYMENT OF LABOR**

**4.2.1. Equal Employment Opportunity**

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, age, disability, marital status, sex, religion, ancestry, sexual orientation, arrest record or conviction record, service in the armed forces, and genetic testing. Such action shall include but not be limited to, the following: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age, disability, marital status, sex, religion, ancestry, sexual orientation, arrest record or conviction record, service in the armed forces, and genetic testing.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising

the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Orders 12246 of September 24, 1965, and 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, pursuant thereto, and will permit access to books, records, and accounts by agents, officers or employees of the Commissioner for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. The Contractor will include the provisions of paragraphs (a) through (e) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **4.2.2. Small Business Enterprise (SBE) Provisions**

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

For more information and a complete listing of City of Milwaukee certified SBE firms please contact the Office of Equity & Inclusion at 414-286-5553. More information can be found at <https://city.milwaukee.gov/Equity-and-Inclusion>

#### **4.2.3. Living Wage Requirements**

The successful bidder shall pay at least the living wage required for all employees of contractors and subcontractors performing under service contracts with the City, pursuant to sec. 310-13, Milw. Code.

The Contractor 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 \$6.80 per hour, subject to annual adjustment each March 1.

The Contractor agrees to make a sworn report or affidavit, within 10 days following the Contractor's completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report or affidavit from every subcontractor employed by the Contractor, to the Standards and Procurement Division-Department of Administration (SPD/DOA) regarding every person employed on or under this contract or subcontract. Such affidavit or 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



pension trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employe has been paid in full the amount of not less than \$6.80 per hour, subject to annual adjustment each March 1, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employe to the employer.

#### **4.2.4. Posting of Wage Rates**

The minimum hourly wage required by sec. 4.2.3. shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of this contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a contract at the request of such person within a reasonable period of time after the request.

#### **4.2.5. Employee Complaints Regarding Wage Rates**

Any person employed in the performance of a contract, may, within one year from the date of an alleged failure to comply with sec. 4.2.3., file a written complaint with the SPD/DOA, regarding the Contractor's alleged failure to comply with sec. 4.2.3. No Contractor may discharge, reduce the compensation of or otherwise retaliate against any person employed in the performance of the contract for making a complaint to the SPD/DOA or for using any civil remedies to recover damages.

#### **4.2.6. Sanctions for Labor Violations**

Any Contractor, subcontractor, bidder, or individual engaged by or performing pursuant to this contract who is found to have submitted to either the Commissioner, City SPD/DOA, or to the Equal Opportunities Disadvantaged Business Enterprise Administration any false, misleading or fraudulent information, or to have failed to comply with the provisions of this section, may be subject to any of the following sanctions:

1. Withholding of payments.
2. Termination, suspension or cancellation of the contract in whole or in part.
3. After a due process hearing, denial of the right of the contractor or subcontractor to bid on future city contracts, by himself or herself, partner or agent, or by any corporation of which he or she is a member, for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

#### **4.2.7. Work Days**

The Contractor may only work Saturdays, Sundays or City holidays with approval from the Commissioner. No work may be paid for which has not been approved.

#### **4.2.8. Work Stoppage**

The Contractor after having begun demolition shall not cause a work stoppage on this contract exceeding three (3) working days without advance written permission of the Department of Neighborhood Services of the City of Milwaukee.

#### **4.3.0. CONTRACT CONDITIONS**

##### **4.3.1. Superintendence by Contractor**

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent, satisfactory to the Commissioner, on the work at all times during working hours, with full authority to act for the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the work. The Contractor shall schedule the Demolition as directed by the Commissioner and shall be responsible for all work executed by the Contractor under the Agreement.

#### **4.3.2. Subcontracts**

- A. All work to be performed under this contract shall be done by the Contractor and/or his or her employees, except for sewer, electric, and water cutoff, equipment rental including an operator, and/or as otherwise approved by the Commissioner. These exceptions must be covered by a subcontract. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract, until they have submitted to the Commissioner an Affidavit of Subcontractor in the form show on page 3.9.4., and has received written approval of such subcontractor from the Commissioner.
- B. All subcontractors must be approved by the Commissioner. Such approval shall not be unreasonably withheld.
- C. The Contractor shall be fully responsible to the City for the acts and omissions of his, her, or its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by the Contractor.
- D. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Commissioner or the City of Milwaukee. All workers shall be made known and the basis under which they are working on the job shall be made known to the Commissioner prior to any work being done. The Contractor shall not permit any person to perform work of any nature in the project area unless such person is employed directly by the Contractor or his/her subcontractors.
- E. No person will be allowed in the demolition area for salvage or any other purpose who is not the Contractor, Contractor's employee, except for sewer, electric, and water servicing, and/or as otherwise approved by the Commissioner.
- F. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this contract for demolition.

#### **4.3.3. Other Contracts**

The City may award, or may have awarded, other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling his or her own work with that to be performed under other contracts as may be directed by the Commissioner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled.

#### **4.3.4. Use of Premises**

The Contractor shall confine his equipment, storage of material and demolition to the limits of the parcels on which work is specified under the contract, except with permission of the Commissioner. Noncombustible debris and salvaged material shall be disposed of as the demolition proceeds.

#### **4.3.5. Job Offices**

The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the work of demolition. These shall be located so as to cause no interference to any work to be performed on the site. The Commissioner shall be consulted with regard to locations.

Upon completion of the demolition, or as directed by the Commissioner, the Contractor shall remove all such temporary structures and facilities from the site, and leave the premises in the condition required by the Contract.

#### **4.3.6. Notice to Proceed**

After execution of the contract, a Notice to Proceed will be issued to the Contractor which shall clearly and accurately set forth the area and the structure which are thereby released to the Contractor for demolition and site clearance and shall fix the starting and completion dates thereof, in accordance with the contract time established in the Schedule of Detailed Work Within Parcels, sec. 5.6.0. herein. The Commissioner may prioritize the order of demolition of parcels, and the Contractor shall comply with the schedule given.

The entire Demolition Area will be released to the Contractor for demolition purposes at one time under the Notice to Proceed, whereupon the Contractor shall have full control of the Demolition Area.

#### **4.3.7. Time for Completion**

The work which the Contractor is required to perform under this contract shall be commenced at the time stipulated by the Commissioner in the "Notice to Proceed" to the Contractor and shall be completed as indicated in the contract documents. Failure to complete the work requested under this contract in the time limits specified may result in the parcel being deleted from the contract. The Commissioner reserves the right to pursue reimbursement from the defaulting Contractor or its surety for the difference between the low bid price and the second lowest bid.

No extension of time will be made to the contract for the addition of parcels which the Contractor has been awarded by bid during the course of this contract.

#### **4.3.8. Changes in the Work**

A. The Commissioner may make changes in the scope of the work required to be performed by the

Contractor by making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the Contractor from any of his obligations under the contract or any guarantee given by him pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the contract amount by more than 25%. All such work shall be performed in accordance with a written change order and executed under the terms of the original contract unless it is expressly provided otherwise.

- B. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the work of demolition, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from the Commissioner authorizing the change. No claim for an adjustment of the contract price will be valid unless so ordered in writing.
- C. If applicable unit prices are not contained in the contract or if the total net changes increase or decrease the total contract price more than twenty-five percent (25%), the Commissioner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him or her covering the work involved in the change after which the procedure shall be as follows:
  - 1. If the proposal is acceptable, the Commissioner will prepare the change order in accordance therewith for acceptance by the Contractor and
  - 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Commissioner may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a limit specified by the Commissioner.
- D. Each change ordered shall include in its final form:
  - 1. a detailed description of the change in the work,
  - 2. the Contractor's proposal under subpar. C, above, (if any) or a conformed copy thereof,
  - 3. a definite statement as to the resulting change in the contract price and/or time, and
  - 4. a statement that all work involved in the change shall be performed in accordance with contract requirements, except as modified by the change order.

#### **4.3.9. Claims for Extra Cost**

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or

extension of time, the Contractor shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit its protest thereto in writing to the Commissioner, stating clearly and in detail the basis of any objections. The claim shall be denominated: "Claim for Extra Cost." No such claim will be considered unless so made in writing within the appropriate time.

- B. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings shall at once be reported to the Commissioner and work shall not proceed, except at the Contractor's risk, until written instructions have been received by the Contractor from the Commissioner.
- C. If, on the basis of the available evidence, the Commissioner determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in sec. 4.3.8.--  
CHANGES IN THE WORK.

#### **4.3.10. Deletions by Building Inspector**

If at any time after acceptance of the contract, the Commissioner determines, for any reason, that it is not in the City's best interest to commence, continue, or complete the demolition of any building or structure included in the contract, prior to the time set for completion of the work, the Commissioner may, by written notice to the Contractor, direct that such building or structure not be demolished. Such written notice shall specify the date the termination becomes effective. It is mutually agreed by the Commissioner and the Contractor that the reduction in the original contract price shall be determined from the Contractor's breakdown of the contract price; however, the Contractor may bill the Commissioner for 10% of the amount shown on the Price Breakdown Sheet.

However, the Contractor agrees that the Commissioner, by written notice may reorder the demolition of such deleted building or structure any time prior to the expiration of the time for completion of all work specified in the contract.

#### **4.3.11. Termination of Contract**

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus any extension thereof as provided in these Contract Documents, the Commissioner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work. Upon such termination, the Commissioner may take over and/or relet the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work, and they shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. The Commissioner may employ, at his or her sole discretion, any other competent party or entity, or employ persons and secure material for the completion of the work, and charge the costs thereof to the Contractor. If the Contractor's right to proceed is terminated, the Commissioner may take possession of and utilize in completing the work

such materials, tools, equipment, and plant as may be on the site of the work and necessary therefor.

In addition to those instances referred to in other articles herein, the City of Milwaukee shall have the right to declare the Contractor in default of the whole or any part of the work if:

- A. The Contractor fails to begin work in accordance with the written notice of the Commissioner.
- B. The Contractor refuses, neglects, or fails to supply a sufficiency of properly skilled workmen or proper amount of materials of the specified quality.
- C. The Contractor, without just cause, reduces his or her working force to a number which, if maintained, would be insufficient, in the judgment of the Commissioner, to complete the work, and fails to sufficiently increase such working force when ordered to do so by the Commissioner.
- D. The Contractor, in the judgment of the Commissioner, is unnecessarily and unreasonably or willfully delaying the performance and completion of the work, or the awarding of necessary subcontracts, or the placing of material or equipment orders.
- E. The Contractor refuses to proceed with the work when and as directed by the Commissioner.
- F. The Contractor abandons the work.
- G. The Commissioner is of the opinion that the work cannot be completed within the time herein provided or within such time as the completion may have been extended; provided, however, that the impossibility of timely completion is, in the Commissioner's judgment, attributable to conditions within the Contractor's control.
- H. The work is not completed within the time herein provided or within the time to which the Contractor may be entitled to have such completion extended.
- I. The Contractor shall subcontract, assign, transfer, convey, or otherwise dispose of this contract in whole or in part without the prior written approval of the Commissioner.
- J. The Contractor fails to make prompt payments for labor of materials or to subcontractors.
- K. The Contractor knowingly or in bad faith violates any of the provisions of this contract, disregards applicable laws, ordinances, permits, licenses, instructions or orders of the Commissioner, or is not executing same in good faith in accordance with the contract provisions.

#### **4.3.12. Termination of Contract for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of

this contract, including but not limited to the "Conditions for Environmental Compliance" specified in secs. 4.5.1. through 4.5.11. below, the Commissioner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. The Commissioner may relet the work to be performed under this contract to some other competent party or employ persons and secure material for the completion of same, and charge the costs thereof to the Contractor. In such event, all finished or unfinished work accomplished by the Contractor under this contract shall, at the option of the Commissioner, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In the event of any termination for cause hereunder, the Commissioner shall further have the right to declare the Contractor (or any affiliate, parent, subsidiary or successor thereof) ineligible for further City of Milwaukee Neighborhood Services contracts.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the Commissioner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.

#### **4.3.13. Termination for Convenience of the City**

The Commissioner may terminate this Contract at any time for any reason by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Commissioner as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bears to the total work of the Contractor covered by this contract, less payments of compensation previously made. However, if less than sixty percent (60%) of the work covered by this contract has been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the work covered by this contract.



#### **4.3.14. Excusable Delays**

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- A. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency;
- B. To any directives or orders of the Department of Neighborhood Services of the City of Milwaukee;
- C. To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- D. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs A, B, and C of this section.

Provided, however, that the Contractor promptly, within ten (10) calendar days, notifies the Commissioner, in writing, of the cause of the delay. The Commissioner shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of this contract, the Commissioner shall extend the contract time by a period commensurate with the period of excusable delay. The Contractor's remedies shall in any event be strictly limited to an extension in the time specified for performance of the work. In no event shall the Contractor be entitled to any damages for delay.

#### **4.3.15. Liquidated Damages**

As damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Department of Neighborhood Services of the City of Milwaukee the sum of one hundred dollars (\$100) as fixed, agreed and liquidated damages for each calendar day of delay caused by the Contractor, notwithstanding any delay caused by the City, its officers, agents, or employees, or any other contractors, from the date stipulated for completion, or as modified in accordance with sec. 4.3.8., CHANGES IN THE WORK under GENERAL CONDITIONS, until such work is satisfactorily completed. Time is of the essence in this contract.

The Commissioner may accept any part of the Demolition Area if the work of demolition thereon has been satisfactorily completed and the surface of the ground brought to the condition set forth in sec. 4.5.10. herein, if needed to proceed with the further development of the Project. The Contractor shall release such areas upon the request of the Commissioner.

**4.3.16. Deduction for Uncorrected Work**

If the Commissioner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Commissioner, subject to settlement, in case of dispute, as provided at sec. 4.4.11. herein.

**4.3.17. Technical Specifications and Drawings**

Anything mentioned in the Technical Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be deemed as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings or Technical Specifications, the matter shall be immediately submitted to the Commissioner for decision, and without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

**4.3.18. Request for Supplementary Information**

It shall be the responsibility of the Contractor to make timely requests of the Commissioner for any additional information not already in his possession which should be furnished by the Commissioner under the terms of this Contract, and which will be required in the planning and execution of the work. Such requests may be submitted in writing from time to time as needed, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay to performance of the work. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

**4.3.19. Sanitary Facilities**

The Contractor shall furnish, install and maintain ample sanitary facilities for all workers engaged in performance of the work within the scope of this contract. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and the City of Milwaukee. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

**4.3.20. Rodent Extermination**

Necessary rodent extermination shall be the responsibility of the City.

#### **4.3.21. Removal and Salvage of Building Materials**

Upon execution of the Contract for the work of Demolition on all or any part of the Demolition Area, all right, title, and interest of the City in and to buildings, structures and other property to be demolished and/or removed by the Contractor, on part or all of the Demolition Area as described in the Notice to Proceed, shall be deemed to be vested in the Contractor, subject to all provisions of the Contract and the following:

- A. No right, title, property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.
- B. All salvage becomes the property of the Contractor but storage of such materials and equipment on the Demolition Area will not be permitted. The value of all such salvage shall be calculated by the Contractor prior to bidding, and will be considered by the Commissioner to have been incorporated into the Contractor's bid. The Contractor shall maintain a record of the salvage valuation so made.
- C. In the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the Department of Neighborhood Services of the City of Milwaukee a written statement respecting its ownership prior to any removal thereof from the Demolition Area.
- D. In the event that the Commissioner terminates the Contractor's right to proceed in accordance with secs. 4.3.11., 4.3.12., or 4.3.13. above, all right and all title in and to buildings, structures, material and property transferred by this Section and remaining on the Demolition Area, shall revert to and vest in the City without prejudice to any claim which the City may have against the Contractor arising from the Contractor's default.
- E. Materials left on the Demolition Area after completion and acceptance of the work by the Commissioner shall be deemed to have been abandoned by the Contractor to the City and title thereto shall thereupon revert to and vest in the City, without prejudice, however, to any claim which the City may have against the Contractor arising from the action of the Contractor in so leaving such materials on the site. This provision, however, shall not apply to any Hazardous Substances as defined in sec. 4.1.11. hereinabove; such Hazardous Substances shall, under all circumstances, remain the property of the Contractor.

- F. If the Technical Specifications provide that the Contractor may elect to remove abandoned underground utilities with title thereto being vested in the Contractor, he shall, within ten days after the award of the Contract, notify the Commissioner of his election to remove such property. If any such property is not removed within the time stipulated for completion of that portion of the work within which it lies, or for extension thereof, title of such property not removed shall revert to the City, excepting any and all Hazardous Substances.
- G. Unless otherwise specified, no dwelling structure located within the Demolition Area shall be removed from the premises as a whole, or in a substantially whole condition, but all such buildings shall be demolished on the premises.

#### **4.3.22. Removal of Debris and Cleaning of Site**

All rubbish and debris found on the Demolition Area at the start of the work as well as that resulting from the demolition activities or deposited on the site by others during the duration of the contract shall be removed and legally disposed of by the Contractor who shall keep the Project Area and public rights-of-way reasonably clear at all times. No combustible debris resulting from demolition shall be left on the site for longer than one (1) calendar day. Upon completion of the work the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds leaving the entire Project Area in a neat condition. Trash burning on the site is prohibited. Perishable materials must not become a part of any fill placed nor left on the site. (See sec. 4.5.0. for further conditions required for compliance with environmental regulations.)

#### **4.3.23. Utility Services: Protection and Disconnection**

- A. The Contractor shall assume all responsibility for damage attributable to him to any property upon, or passing through, the Project Area, but excluded from the work, such as utility lines, surface improvements, or like items.
- B. If disconnections of underground utility services are required to be made in public thoroughfares, the Contractor shall comply with all local requirements and regulations respecting the barricading of streets, the removal and restoration of pavements, and other pertinent matters.
- C. Prior to the starting of work or removal of the building under the contract, the Contractor will be responsible for having all utilities, including electric, telephone, sewer, water and/or gas service for the buildings cut off in strict accordance with the respective requirements and regulations of the State of Wisconsin, the Wisconsin Public Service Commission, the City of Milwaukee, the Department of Neighborhood Services of the City of Milwaukee and the utility companies involved.
- D. The Contractor shall engage a licensed master plumber who shall obtain a permit to properly abandon the sewer and/or water services, in accord with all current City ordinances. Proof of proper disconnection of services, or of extension if so specified in the Technical Specifications, sec.

5.6.0., must be provided the Commissioner on or before completion of the work.

**4.3.24. Right of Access and Entry**

The Commissioner shall at all times have access to the Demolition Area and be permitted to observe and review all work, materials, equipment, payroll and records pertaining to this contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Commissioner through his or her authorized representatives or agents.

**4.3.25. Partial Completion and Acceptance of Work**

The Commissioner may accept any part of the Demolition Area if the work of demolition thereon has been satisfactorily completed but either the surface of the ground has not been brought to the condition set forth in sec. 4.5.10. herein, or additional work is required by the contract. The Contractor shall release such areas upon the request of the Commissioner.

**4.3.26. Final Inspection**

When all required demolition work is completed, including final grading, the Contractor shall notify the Commissioner by phone 24 hours in advance that the site will be ready for a final inspection on a definite date. The Commissioner may reject any demolition, grading, or site clearance work which does not comply with the Technical Specifications, and will notify the Contractor of such rejection in writing, whereupon the Contractor, at no cost to the City, shall correct such deficiency as directed by the Commissioner.

If the Commissioner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the contract price will be made by agreement between the Contractor and the Commissioner, and subject to settlement, in case of dispute, as provided at sec. 4.4.11. herein.

**4.3.27. Contract Payments**

A. Withholding Payments

The Commissioner, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, if deemed necessary to protect the Commissioner's interests. Payments may also be withheld pending receipt from the Contractor of:

1. written proof of proper sealing of sewer and/or water service, pursuant to sec. 4.3.23(D);
2. SBE utilization forms and reports, pursuant to sec. 4.2.2.;
3. a completed Waste Shipment Record/Asbestos Manifest and a copy of the Notification of Demolition, pursuant to Wis. Adm. Code, NR Ch. 447.
4. Living Wage Reports, pursuant to sec. 4.2.3.

**B. Payments Not to Serve as Waivers**

No payment made under the contract shall act as a waiver of the right of the Commissioner to require the fulfillment of all of the terms of the contract. No payment, in part or in full, shall impair the obligations of any surety or sureties on any bond or bonds furnished under the contract.

**C. Final Payment**

After the final inspection and acceptance by the Commissioner of all work under the contract, the Contractor shall prepare a requisition for final payment and submit it to the Commissioner for approval. The final payment shall consist of the total cost of demolition less the total value of salvageable materials as determined by Article 2 of the Contract for Demolition, form 3.10.0. herein, as adjusted in accordance with approved change orders, less all previous payment to the Contractor and subject to withholding of any amount due the Commissioner under the section entitled LIQUIDATED DAMAGES, sec. 4.3.15. herein. Acceptance by the Contractor of final payment shall release the City from any and all claims by the Contractor in any way arising from performance of this contract.

**D. Prompt Payment**

The City as a matter of policy strives to pay all invoices within thirty (30) calendar days. Payment to the Contractors will be deemed timely if the payment is mailed, delivered, or transferred within 60 calendar days after receipt of a properly completed invoice or receipt and acceptance of the property or service under this Contract, whichever is later. If the City does not make payment by the 60th calendar day, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month.

**4.4.0. LEGAL CONDITIONS**

**4.4.1. Authority of the Commissioner**

It is understood and agreed that all work under this Contract shall be done to the satisfaction of the Commissioner. The Commissioner shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the

work, interpretation of drawings and specifications, and acceptable fulfillment of this Contract. The Commissioner or his representative shall have the authority to make decisions and orders for the proper performance thereof, provided, however, that this shall not in any manner relieve the Contractor of his undertaking to complete the work under this Contract and to defend and to save the City of Milwaukee and the Department of Neighborhood Services harmless, pursuant to sec. 4.4.9. below. In case of failure on the part of the Contractor to execute work so ordered, the Commissioner may, at the expiration of forty-eight (48) hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary and the cost thereof shall be deducted from compensation due or which may become due the Contractor under this contract.

#### **4.4.2. Compliance with Codes and Permits**

- A. The Contractor shall at his own expense secure and pay to the appropriate agency, the fees or charges for permits for demolition, removal of sidewalk vaults, occupancy of public-way sheds, the sealing or discontinuation of sewer, water, electric, gas and telephone service.
- B. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the Project Area, and shall commit no trespass on any public or private property in any operation due to or connected with the demolition.
- C. The Contractor shall comply with all instructions of the Commissioner and the ordinances and codes of the City of Milwaukee regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, and fire prevention.
- D. The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of the City of Milwaukee and State of Wisconsin. All disconnections and demolition shall comply with all applicable ordinances, and codes including all written waivers. Before beginning the work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the Commissioner. Where the requirements of the Drawings and the Technical Specifications fail to comply with such applicable ordinances or codes, the Commissioner will adjust the contract by change order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make any appropriate adjustment in the contract price. Should the Contractor fail to observe the foregoing provisions and do demolition work at variance with any applicable ordinance or code including any written waivers (notwithstanding the fact that such methods are in compliance with the Technical Specifications), the Contractor shall correct the methods of doing such work without cost to the Department of Neighborhood Services of the City of Milwaukee. Any change order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

#### **4.4.3. Care of Work Site**

The Contractor, insofar as is possible shall not interfere with the public use of streets, alleys, and shall cause the least inconvenience to the public and owners of abutting property. When, however, the Demolition Area includes or is adjacent to a public way or private property, the Contractor shall furnish and install all such barricades, fences, splash-boards, canopies, walkways, lights, danger signals and other safety equipment as may be necessary for the protection of persons and property, and shall obtain all necessary permits from the City's Commissioner of Public Works prior to doing any work in the public way, as further detailed in sec. 4.4.10. herein. The Contractor shall maintain free access to all fire hydrants, water valves, gas valves, and manholes that are a part of electric, telephone, telegraph conduit lines and all fire alarm and police call boxes in the vicinity of the work. After completion of the work, the Contractor shall remove all barricades, signs and other equipment or material used to facilitate the work, and shall leave the work area and adjacent premises in a clean and orderly condition. The method of removal of pavements, gutters, curbs, sidewalks and vaults in the public way shall be as approved by permit of the City's Commissioner of Public Works. The Contractor shall not use any type of impact balls, drop hammer or similar impact device on structures to be demolished when prohibited by the Building Inspector in the Technical Specifications. Any damage caused by the Contractor shall be repaired at the Contractor's expense. If, and whenever, the work under this contract shall require the digging up, use or occupancy of any public way, area, alley or other public place, the Contractor shall furnish, erect and maintain such barriers and lights during the night time as will effectually prevent the occurrence of any accident in consequence of such digging up, use or occupancy, and shall assume liability for all damages occasioned by the digging up, use or occupancy of such public way or other public place, or which may result therefrom, in addition to securing the necessary permission.

#### **4.4.4. Site Security**

The Contractor may provide at his or her discretion sufficient competent day and night watchmen everyday, including Saturdays, Sundays, and holidays for the protection of his or her property during performance of the contract work, and shall be responsible for all salvageable material in all buildings for which Contractor has received a "Notice to Proceed," whether or not Contractor has removed such materials from said building(s).

#### **4.4.5. Contractor Liability**

The Contractor shall be responsible for all damages to persons or property that occur as a result of his, her or its acts, errors, omissions or negligence in connection with the performance of salvage and/or demolition work. The Contractor's responsibility herein shall run continuously from the commencement date specified in the "Notice to Proceed" throughout the performance of such work, until completion and final acceptance of the specific parcel, whether or not the same has been covered in whole or in part by payments made by the City of Milwaukee.

#### **4.4.6. General Guaranty**

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Commissioner shall constitute an acceptance of work not done



in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with terms of the Contract Documents. The Commissioner will give the Contractor notice of observed noncompliance with the Contract Documents with reasonable promptness.

#### **4.4.7. Risk of Loss**

The Commissioner assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter, and the Contractor hereby expressly accepts same "as is." No adjustment of contract price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued, will be made.

#### **4.4.8. Emergencies**

In an emergency affecting the safety of life or property on or adjoining the site, the Contractor shall act, either at his own discretion or as instructed by the Commissioner, to prevent any threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Department of Neighborhood Services of the City of Milwaukee as provided in the section entitled, CHANGES IN THE WORK, sec. 4.3.8.

#### **4.4.9. Indemnification of City and Commissioner**

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City of Milwaukee, its officers, agents and employees from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever which may come against the City of Milwaukee on account of injury or death of any person or persons or damage to any property occurring directly or indirectly, in whole or in part, from the performance or lack of performance of work hereunder, or negligence or carelessness, by the Contractor or its employees, agents or servants, including, without limitation, claims, costs, damages, expenses, fines, fees and/or penalties related to Hazardous Substances, as defined in sec. 4.1.11. above, or environmental liability. The indemnifications contained herein shall survive the completion of the work.

The City of Milwaukee shall tender the defense of any claim or action at law or in equity or regulatory proceeding, arising, in whole or in part, out of or otherwise related to any act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors, to the Contractor or its insurer and, upon such tender, it shall be the duty of the Contractor and its insurer to defend such claim, action or regulatory proceeding without cost or expense to the City of Milwaukee.

#### **4.4.10. Accident Prevention**

A. In conducting the work, the Contractor shall maintain adequate protection of persons and property against injury, death, damage or loss arising in connection with this contract. The Contractor shall

take all necessary precautions for the protection of private property and shall execute his or her work in such a way as to prevent damage to the walls and foundations of adjacent buildings and structures, trees, shrubbery, lawns, fences and other items of any nature located and existing on private property. The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in his or her manner or method of execution or nonexecution of the work or caused by defective work or the use of unsatisfactory materials.

- B. The Contractor shall provide protection for and avoid damaging sidewalks, streets, curbs, pavements, utilities, meters, structures and any other property (except that which is to be demolished and removed) either on or adjacent to the site. The Contractor shall repair, at his or her own expense and in a manner satisfactory to the City of Milwaukee, any damage thereto caused by his or her operations. The Department of Public Works may inspect prior to demolition; if damage is discovered after demolition, a portion of the contract payments will be held until repairs are completed satisfactorily.
- C. Basement excavation of a building or structure, on any premises, under a permit, issued by the Commissioner, shall be fenced or guarded unless backfilling proceeds immediately after the excavation is created or opened.
- D. The Contractor shall be responsible for keeping the Demolition Area and all structures and buildings located thereon boarded and secure from unauthorized entry until demolition has commenced.
- E. The Contractor shall erect, prior to starting, and maintain during demolition, splash boards the entire length of any wall of any building or structure exceeding one (1) story or twenty (20) feet in height or located less than ten (10) feet from the public sidewalk or other public way. Placement and construction of splash boards, routing of pedestrian and automotive traffic, shall be controlled and approved by the Department of Public Works and the Department of Neighborhood Services of the City of Milwaukee. Proper permits for the use of sidewalk, roadway and other public areas shall be obtained from the Department of City Development prior to starting demolition.
- F. If the Contractor, in making preparation to raze a building, believes the demolition may in any way affect any building or structure on an adjoining site, a proper notice shall be given to all owners of adjoining lots by the Contractor at least ten (10) days prior to commencing the demolition. Such notice shall describe the extent and character of the demolition work about to be done, and the adjoining owners shall thereafter be given a reasonable opportunity to protect their property at their own expense.
- G. The Contractor shall comply with the applicable safety and accident prevention requirements of the Wisconsin Administrative Code and State Statutes, rules promulgated by the U.S. Occupational Safety and Health Commission ("OSHA"), and the ordinances of the City of Milwaukee. The Contractor shall exercise proper precautions at all times for the protection of persons and property.

No wall over 10 feet, unless it has adequate lateral support, shall remain standing after working hours. Vehicular traffic shall be maintained adjacent to these premises throughout the life of this contract.

#### **4.4.11. Disputes**

- A. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) calendar days of commencement of the dispute, be presented in writing by the Contractor to the Commissioner for decision. All papers pertaining to claims shall be filed by the Contractor in quadruplicate. Such notice should detail the amount of the claim if known, and shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived in writing, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) calendar days of its commencement, the claim will be considered only for a period commencing ten (10) calendar days prior to the receipt by the Commissioner of notice thereof.
- B. The Contractor shall submit in detail the claim and proof thereof. Each decision by the Commissioner will be in writing and will be mailed to the Contractor by certified mail, return receipt requested.
- C. If the Contractor does not agree with any decision of the Commissioner he shall in no case allow the dispute to delay the work but shall notify the Commissioner promptly that he is proceeding with the work under protest and he may then except the matter in questions from the final release.

#### **4.4.12. Assignment of Novation**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the advance written consent of the Commissioner; provided, however, that assignments of contract proceeds to banks, trust companies, or other financial institutions may be made without the consent of the Commissioner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

#### **4.4.13. Insurance**

##### **A. General Liability**

The Contractor shall furnish to the Commissioner, prior to the start of work, certificates of

insurance, duly executed by the Contractor indicating the Contractor holds a policy of general liability providing coverage for each of the following categories, and for at least the amounts listed:

Bodily Injury/Property Damage ("Occurrence Coverage")		
each occurrence		\$1,000,000
general aggregate		\$1,000,000
products/completed		
operations aggregate	\$1,000,000	
Personal Injury		
aggregate		\$1,000,000

The policy shall include independent contractors (owners/contractors protective) and contractual coverage.

B. Umbrella Liability

Each contractor shall carry and provide proof of coverage in the following amounts:

Personal Injury/Property Damage		
each occurrence		\$5,000,000
aggregate		\$5,000,000

C. Worker's Compensation Insurance

The Contractor shall carry or require that there be carried Worker's Compensation insurance for all employees and those of any subcontractors engaged in work at the site, in accordance with State of Wisconsin Worker's Compensation Laws, Chapter 102, Stats.

D. Proof of Coverage

Before a contract will be awarded to it, the Contractor shall submit evidence of the insurance coverage required above to the Commissioner for review and approval. The policies shall be scheduled on approved forms, and approved as to form and execution by the City Attorney's Office. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the City Attorney, and shall be kept in force until the Contractor's work is accepted by the Commissioner. Contracts of insurance (covering all operations under this contract) which expire before the completion of all work to be performed under this contract shall be renewed and extended at least up through and including the date of such completion and evidence submitted to the Commissioner for approval.

E. Additional Requirements

The Contractor's policies of insurance, except for Worker's Compensation, shall specifically name the City of Milwaukee as an additional insured.

The said insurance carrier shall be authorized to sell insurance in the State of Wisconsin and shall submit its agent's license with the certificate. Such certificate of insurance shall also have affixed thereto an affidavit setting forth that no officer, official or employee of the City has any interest, directly or indirectly, in any premium, commission or fee, or furnishing of such certificate of insurance.

Any insurance provision listed herein requiring a change in the types or amounts of coverages previously required of contractors shall become effective on the next policy renewal date for all existing policies in effect on the date the contract is entered into.

F. Indemnification

The Contractor shall indemnify, defend and hold harmless the City of Milwaukee, its officers, employees, and agents, against all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds, and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor or the Contractor's agents, employees, or workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work. Further, the Contractor shall indemnify and hold the city harmless for all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from the acts, errors, omissions and negligence of the Contractor, including but not limited to defective or careless work methods.

**Additional information and sample forms can be found at:**

<https://city.milwaukee.gov/ImageLibrary/Groups/dnsAuthors/CondemnationSection/Documents/De moRazePermitPacket.pdf>

**4.4.14 Unforeseen Delay**

If the City is prohibited or enjoined from proceeding with the work or from authorizing its prosecution, either before or after its commencement, by reason of any litigation or otherwise, the Contractor shall not be entitled to any damages by reasons of the delays thereby caused, except for the actual cost of protection of such work as the Contractor may have underway, for the cost of removal and replacement of such tools, plant, and materials, as the Contractor may have delivered upon the work site, which cost is to be determined by the Commissioner, and for the recovery of such costs as are expressly set forth in sec. 4.3.10.

**4.4.15. Default, Neglect, or Delay Shall Not Render the City Liable**

The default, neglect, or delay of any other contractors, or the extension of time to any of them by the City for the completion of their work, shall not render the City liable to the Contractor or its Surety in damages or otherwise, nor relieve them or either of them from their obligations under the contract in any manner or sum whatsoever.

#### **4.4.16. Contractor/City Relationship**

The relation of the Contractor to the City is and shall be that of an independent contractor.

#### **4.5.0. CONDITIONS FOR ENVIRONMENTAL COMPLIANCE**

##### **4.5.1. Compliance with Environmental Requirements**

Contractor shall fully comply with all statutes, regulations or other applicable requirements imposed by any federal, state or municipal agency with respect to the environmental condition of the Demolition Area and/or with respect to the performance of any work or other operations conducted by Contractor upon the Demolition Area (hereinafter referred to as "Environmental Requirements"). Contractor shall not cause, permit or suffer the existence or commission by Contractor, its agents, employees, subcontractors, suppliers or invitees, or by any other person, of any violation of any Environmental Requirements upon, about or beneath the Demolition Area or any portion thereof in conjunction with the performance of this contract.

##### **4.5.2. Hazardous Material; Environmental Liens**

Except to the extent necessarily used in the performance of the work under this contract, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Contractor shall not cause, permit or suffer any "hazardous material" or "Hazardous Substance" (as defined herein in sec. 4.1.11.) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Demolition Area or any portion thereof by Contractor, its agents, employees, subcontractors, suppliers or invitees, or any other person, without the prior written consent of the City and shall demonstrate to the satisfaction of the City that such "hazardous material" or "Hazardous Substance" is necessary to the performance of the work within the scope of this contract and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Contractor shall not create or suffer to exist with respect to the Demolition Area any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Demolition Area, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. ss 9607(1)) or any similar State statute.

##### **4.5.3. Obligation to Remediate**

Contractor shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to investigate and/or remediate the environmental condition of the Demolition Area or any other parcel or property which may be required by any federal, state or local governmental agency or political subdivision, which remediation is necessitated from, or attributable to, the presence upon, about, or beneath the Demolition Area of any "hazardous material" or "Hazardous Substance" or any violation of Environmental Requirements caused by the presence of and/or work activities or operations conducted by the Contractor or Contractor's agents, employees, subcontractors, suppliers or invitees. Contractor agrees to allow entry upon the Demolition Area by the City, or its agents, contractors or employees of the City for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Contractor's presence, work, activities and/or operations upon or with respect

to the Demolition Area and the environmental condition thereof. In the event that Contractor performs any such environmental audit and/or test on its own behalf, it shall promptly provide to the City full and complete copies of any results and/or reports that are generated in connection with the above activities.

#### **4.5.4. Obligation to Indemnify, Defend and Hold Harmless**

Contractor agrees, on behalf of itself, its successors, assigns and guarantors, to fully defend, indemnify, reimburse and hold harmless the City from any cost or expense that the City may incur in conjunction with the investigation and/or the remediation of any adverse environmental condition or with the presence or release of any "hazardous material" or "Hazardous Substance" (as defined herein in sec. 4.1.11.) upon the Demolition Area caused by or attributable to Contractor's presence, in whole or in part, work activities and/or operations upon the Demolition Area. Contractor further, on its behalf and on behalf of its successors, assigns and guarantors, agrees to fully indemnify, defend, reimburse and hold harmless the City from the burden and expense of defending all claims, suits and administrative or regulatory proceedings that may occur in relation to any claimed adverse environmental condition upon the Demolition Area or any other parcel or property caused by or attributable to tenant's presence and/or activities or operations upon the Demolition Area, in whole or in part. The foregoing obligation applies even if such claims, suits or proceedings are groundless, false or fraudulent, and further includes the obligation of fully and promptly paying and discharging (when they may become due) any and all judgments, penalties or other sums that might be assessed upon the City as a result of any such claims, suits or proceedings.

#### **4.5.5. Clean Air Act Compliance**

##### **A. Control of Asbestos Emissions**

The Contractor must comply with the "National Emission Standards for Asbestos" as enforced by the Environmental Protection Agency under the "Clean Air Act (42 U.S.C.)" and the Wisconsin Department of Natural Resources (NR Ch. 447, Wis. Adm. Code).

##### **B. City Health Department Demolition Requirements**

The Contractor shall obtain and maintain on file the current City of Milwaukee Health Department Compliance Guide for Demolition Activities and shall comply with any and all

requirements therein, and in NR Ch. 447, Wis. Adm. Code, and any amendments thereto, including requirements for notice, permit application, and removal of all asbestos-containing material.

C. Contractor's Obligation to Report Discovery of Hazardous Materials

All hazardous materials or Hazardous Substances (as defined herein in sec. 4.1.11. above) known to be present on any listed parcel are identified in Bulk Asbestos Analytical Reports provided by the Hazardous Materials Inspector (HMI) and are included with the parcel bid specifications, unless otherwise noted. It is the responsibility of the Contractor to contact the HMI if any additional hazardous materials are discovered before, during, or after any demolition activity.

**4.5.6. Material for Fill**

The material used for fill is to be clean fill such as earth, brick, broken concrete, stone, mortar, sand, gravel or similar materials and is to be free of trash, wood, petroleum or any fractions of petroleum, other organic material, hazardous material or Hazardous Substances (as defined herein in sec. 4.1.11. above), contaminants or combustible material of any kind and must, in any event, be consistent with all requirements and provisions of sec. 4.5.2. herein. The Contractor shall furnish and place all required fill in a manner which will prevent infestation or the nesting of rats or other vermin. Concrete rubble placed for fill shall not be larger than approximately 12 inches in any direction.

The Contractor shall immediately, upon request of the Commissioner and at the Contractor's sole expense, fully and completely remove from the site and properly dispose of any fill material placed thereon in violation of this section and/or sec. 4.5.2. of this contract. The Commissioner may employ any or all sanctions or means of enforcement available by law or by ordinance in order to enforce this obligation of the Contractor.

**4.5.7. Testing of Fill Material**

The Commissioner may, at his or her discretion, require the Contractor, at the Contractor's sole expense, to conduct laboratory tests on soil samples or other samples of proposed fill material prior to the placement of such fill at the Demolition Area. All test results and lab analyses shall be submitted to the Commissioner for his or her review and approval prior to the placement of any fill at the Demolition Area. The Contractor shall not, in any instance, utilize fill material disapproved by the Commissioner.

**4.5.8. Placing Fill**

Where basements and other depressions exist, areas shall be filled to a point 12 inches below the existing grade. The Contractor shall provide earth for the top 12 inches of fill, which shall be free of cinders, bank-run gravel, bricks or other masonry materials. No rubble used for fill can be trucked onto the demolition site. Only clean fill as defined in sec. 4.5.6. hereinabove may be trucked onto the demolition site.

**4.5.9. Open Hole Requirements**

Fill shall not be placed at the Demolition Area before two photographs of the excavation are taken. One photograph will show the excavation as a clean hole (basement). The second photograph will show the



adjoining property plus the Demolition Area for identification purposes. These photographs are to be submitted as soon as practical to the Commissioner with the parcel address noted on the back of the photo.

**4.5.10. Final Grading and Guarantee**

After the required fill has been placed, the Contractor shall grade the site in such a manner as to eliminate possible settling of soil to cause depressions in the site and in a manner consistent with the grades of the surrounding natural terrain, sidewalks and streets. The Contractor guarantees against, and is held responsible for, any settlement for a period of two years after the final grade is approved by the Commissioner. Where settlement has taken place, the Contractor shall add sufficient fill to all openings and low areas to bring up to the existing grade.

**4.5.11. Final Cleanup**

Any and all debris shall be hauled away by the Contractor from the Demolition Area and may not be disposed of within the City limits without permission. All debris and fill shall be removed from private sidewalks, streets, paved areas and premises adjoining the Demolition Area. All rubbish, refuse or trash lying on the Demolition Area, whether or not such conditions resulted from operations under this Contract, shall be removed at no additional cost to the City.

**4.5.12. Debarment for Noncompliance**

In the event that the Contractor fails to completely comply with the provisions of secs. 4.5.1. through 4.5.11. above, or fully fulfill and discharge its obligations thereunder to the satisfaction of the Commissioner, the Commissioner may, in accordance with law and at his/her sole option, declare the Contractor (or any affiliate, parent, subsidiary or successor thereof) ineligible for further City of Milwaukee Department of Neighborhood Services contracts.

## **5.0.0**

## **TECHNICAL SPECIFICATIONS**

(for this contract only)

### **5.1.0. PARCEL LOCATION AND DESCRIPTION OF STRUCTURES FOR BID OPENING ON \_\_\_\_\_(enter bid opening date)**

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

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

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

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

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

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

- A. The structures, including foundation walls, columns, piers, floors, partitions, and attached appurtenances shall be removed down to a level two feet below the present ground level unless otherwise noted in Section 5.6.0 SCHEDULE OF DETAILED WORK WITHIN PARCELS and in any case two feet below the accepted finished grade by any method allowable under the City Building Code except for the following provisions.
- B. It shall be understood that the Contractor shall take whatever precautions are necessary to protect the City sidewalk. The Contractor shall also provide protection to the electric power poles and lines.
- C. The Contractor shall remove all portions of footing and foundation walls to a depth of two feet below finish grade unless otherwise noted in Section 5.6.0 SCHEDULE OF DETAILED WORK WITHIN PARCELS. All building concrete slabs, concrete stoops and concrete stairs to the buildings are also to be removed.
- D. All material and debris which would be disallowed for use as fill by sec. 4.5.6. is to be completely removed from the site and properly disposed of in accordance with all Environmental Requirements (as defined in sec. 4.5.1. above), except with the express advance, written permission of the Commissioner.

E. All concrete or masonry floors below existing grade shall be broken up to pieces no larger than approximately one foot in all directions to permit fill to drain.

**5.5.0. SCHEDULE OF DRAWINGS**

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

**5.7.0. LOCATIONS AND DESCRIPTIONS OF BUILDINGS TO BE DEMOLISHED.**