

City Of Milwaukee
Department of Public Works
Room 501 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202-3684

INVITATION TO BID

Commissioner of Public Works
Phone: 414-286-3314

OFFICIAL NOTICE NO. 103-1-2016

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than **September 7, 2016, at 10:30 A.M.**

One MANDATORY pre-bid meeting will be held at the Century City Site on August 23, 2016, and begin PROMPTLY at 9:00 a.m. CST. Enter at Gate 3 – 3533 N. 27th Street

(PLEASE NOTE: All parties attending the pre-bid meeting will need to have safety boots, hard hat, safety glasses, and a high-visibility vest. The meeting will involve a walk through that includes climbing fixed ladders, stair cases, and walking on rooftops.)

IMPORTANT

This bid is your offer to perform or supply the subject matter under “DESCRIPTION” below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 103-1-2016, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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

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

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

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

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

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

DESCRIPTION **Century City Redevelopment Project Areas – D and E
Roof Maintenance
3025 West Hopkins Street & 3533 North 27th Street
Milwaukee, WI**

DETAILS OF SPECIFICATIONS: dated August 18, 2016

**FOR: Century City Redevelopment Project Areas – D and E
Roof Maintenance
3025 West Hopkins Street & 3533 North 27th Street
Milwaukee, WI**

The SBE Requirement for this Project is: 25%
The Residency Requirement for this Project is: 40%
The Apprenticeship Requirements for this Project are: 0

Liquidated damages per diem: \$150.00

Time for Completion: Contract to be executed immediately after award. The first term of the contract will be for one year, with the option to extend for two additional one-year periods, upon mutual consent of both parties. Roof Maintenance will be on an as needed as requested basis.

One MANDATORY pre-bid meeting will be held at the Century City Site on August 23, 2016, and begin PROMPTLY at 9:00 a.m. CST. Enter at Gate 3 – 3533 N. 27th Street

(PLEASE NOTE: All parties attending the pre-bid meeting will need to have safety boots, hard hat, safety glasses, and a high-visibility vest. The meeting will involve a walk through that includes climbing fixed ladders, stair cases, and walking on rooftops.)

BID SECURITY REQUIRED: BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR CASH TO ACCOMPANY BID: 10% OF CONTRACTOR'S BASE BID.

DETAILED SPECIFICATIONS: August 18, 2016

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

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICE OF THE COMMISSIONER OF PUBLIC WORKS ON **September 7, 2016, at 10:30 A.M.**

Plans and specifications will be furnished to the prospective bidders upon payment of a non-refundable fee of \$10.00, for each project in Room 506, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, Wisconsin 53202. A \$10.00 per set additional non-refundable fee is required to obtain bid documents by mail.

THE CONTRACTOR SHALL SPECIFICALLY NOTE THE SBE AND RESIDENCY FORMS FOR THIS PROJECT. IF THE FORMS ARE NOT FILLED OUT PROPERLY, IT WILL BE CAUSE FOR REJECTION OF THE BID.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS, published at http://mpw.milwaukee.gov/services/bids_home.

Bid Security Required: Bond (either Electronic thru Bid Express or Paper), Certified Check, Cashier's Check or Cash to accompany bid: 10% of the Contractor's Base Bid. For those bids being submitted through BID EXPRESS and using a Paper Bond, the contractor may fax a signed/executed copy of the bid bond to the Department of Public Works Contract Office at 414-286-8110. **HOWEVER, THE FAXED COPY OF THE BOND MUST BE RECEIVED BY NO LATER THAN 10:30 A.M. ON THE SAME DATE THAT THE BIDS ARE DUE FOR THAT SPECIFIC OFFICIAL NOTICE, or the bid will be considered non-responsive.** *The original bid bond document will then need to be submitted by the contractor to the Department of Public Works Contract Office, Rm. 506, Municipal Building, immediately upon being notified that they are the apparent low bidder*

IMPORTANT NOTICE: The Invitation to Bid, all bid documents and the Plans and Specifications for the listed project(s) are all available electronically on the DPW website AS WELL AS on the **Bid Express Website**. At this time, Bids can be submitted using either Bid Express OR by purchasing and submitting

paper bids in the usual manner. However, Bidders are strongly encouraged to utilize the electronic and/or Bid Express methods of obtaining bid documents and Bid Express for submitting bids, as in the near future the Department of Public Works intends to have bid documents available only electronically and through Bid Express, *and to accept bid submittals only via Bid Express*. Electronic documents can be obtained via <http://mpw.milwaukee.gov/bids/docs/103-2016>. The Bid Express website is located at bidexpress.com. Any required addenda or response related to listed projects will be posted on both the DPW and Bid Express websites. At this time there are still a limited number of hard copies of the bid documents available at the address listed below. **IF YOU ONLY PRINT THE DOCUMENTS FROM THE DPW WEBSITE PLEASE CALL 414-286-3314 TO HAVE YOUR COMPANY'S NAME AND CONTACT INFORMATION PLACED ON THE PLAN HOLDER'S LIST.**

PAYMENT MONITORING REQUIREMENTS: All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's B2GNow contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software.

Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training or reporting process.

PAYROLL MONITORING REQUIREMENTS: The Prime Contractor awarded this project is required to participate in training on the City of Milwaukee's LCP Tracker Labor Compliance Software after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payroll information via LCP Tracker.

Please contact the DPW Contracts Office at 414-286-3314 should you have any questions or concerns regarding the training or reporting process.

Questions regarding this Bid should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the Formal Bid are due by **4:45 p.m.** on **August 26, 2016**. Any additional information and/or clarification(s) regarding this Bid will be issued in the form of an addendum to this Bid on or before **August 31, 2016**.

FOR: **Century City Redevelopment Project – Areas D and E**
Roof Maintenance Bid Package – O.N. 103-1-2016
3025 West Hopkins Street & 3533 North 27th Street, Milwaukee, Wisconsin

For furnishing all material and all the work necessary and required for the Roofing Maintenance Contract for Century City Buildings, all in accordance with the specifications and project manual

ALL BIDS MUST BE TYPED OR PRINTED

BASE BID FOR THE SUM:

Calculated BASE BID TOTAL based on the following formula:

Base Bid = (1 + Regular Labor Wage Rate Percent Markup X Regular Labor Wage Rate x 400 hours) + (1 + Material Percent Markup x \$4,500.00) + (1 + Subcontractor Percent Markup x \$4,500.00) + (Overtime Wage Rate x 40) + (Holiday Wage Rate x 20)

Base Bid = \$ _____ Lump Sum (bid in figures)

Base Bid = \$ _____ Lump Sum (bid in words)

UNIT PRICES:

Each Bidder shall provide the following unit prices that were used in arriving at the Base Bid. The unit prices will be used for additions to or deductions from work required under the Contract.

Unit Price No. 1:

State the amount per hour for the Regular Labor Wage Rate:

(Bid in figures) \$ _____ per Hour

(Bid in words) \$ _____ per Hour

Unit Price No. 2:

State the amount for the Regular Labor Wage Rate Percent Markup:

(Bid in figures) _____ Percent

(Bid in words) _____ Percent

Unit Price No. 3:

State the amount for the Material Percent Markup:

(Bid in figures) _____ Percent

(Bid in words) _____ Percent

Unit Price No. 4:

State the amount for the Subcontractor Percent Markup:

(Bid in figures) _____ Percent

(Bid in words) _____ Percent

BID PROPOSAL (continued)

Unit Price No. 5:

State the amount per hour for the Regular Overtime Labor Wage Rate:

(Bid in figures) \$ _____ per Hour

(Bid in words) \$ _____ per Hour

Unit Price No. 6:

State the amount per hour for the Holiday Overtime Labor Wage Rate:

(Bid in figures) \$ _____ per Hour

(Bid in words) \$ _____ per Hour

BID ACCEPTANCE:

The Commissioner of Public Works will award the Contract on the basis of the Base Bid.

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

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

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

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

ACKNOWLEDGEMENTS PAGE

Official Notice No. 103-1-2016
Project No. _____

SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined in the SMALL BUSINESS ENTERPRISE PROGRAM (SBE), the Resident Preference Program and the Apprenticeship Program provisions. The bidder also agrees to comply with the specific requirements as follows:

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

The bidder's commitment for Resident Preference Program Participation on the project is 40 %

The bidder's commitment for Apprenticeship Program participation on this project is:
Apprentice(s) from 0 of the following trade(s) are to be employed.

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

This bidder understands that if they are the successful bidder and the contract is awarded, that pursuant to Sec. 7.14, Milwaukee City Charter, 1971 Compilation, as amended, failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

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

We acknowledge the receipt of Addenda _____ to _____ inclusive.

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

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

Rev. 2/2012

Official Notice No. 103-1-2016

Project No. _____

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

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

Telephone No. _____

Fax No. _____

Address _____

(City, State, Zip Code)



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

MUST BE SIGNED

Official Capacity _____

BID DATED _____

SBE Contractor: Yes: _____
No: _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

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

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



MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public, _____ County



MUST BE SIGNED

(Notary Signature)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

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

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

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

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

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

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

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

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

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

Notary Signature

My commission expires _____, 20_____.

To ensure DPW is in compliance with any federal procurement requirements regarding suspension and debarment, CONTRACTOR must sign this "Suspension/Debarment Certification Form".

Please complete and sign below and return this form to:

Department of Public Works Contract Office
Room 506, Municipal Building
841 North Broadway
Milwaukee, WI 53202

Submittal required prior to start of work on this project.

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The CONTRACTOR certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment for federal assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that throughout the term of its federally-funded contracts with the City of Milwaukee, the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

Signature/Authorized Official

Date

Printed Name

C
Contract Number

Title

Name of Company

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

PREVAILING WAGE NOTICE

ALL PREVAILING WAGE CONTRACTS AWARDED BY THE DEPARTMENT OF PUBLIC WORKS AFTER THE FIRST OF ANY CALENDAR YEAR ARE SUBJECT TO THE NEW PREVAILING WAGE SCHEDULE THAT GOES INTO EFFECT ON JANUARY 2ND. THE PREVAILING WAGE SCHEDULE INCLUDED IN BID PACKAGES ISSUED LATE IN THE PRECEDING YEAR MAY NOT BE TOTALLY ACCURATE FOR CONTRACTS OFFICIALLY AWARDED AFTER THE TURN OF THE YEAR. THE NEW PREVAILING WAGE WILL BE INCORPORATED INTO THE CONTRACT WHEN AWARDED.

BIDDERS ARE REQUIRED TO UTILIZE THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT'S "DICTIONARY OF OCCUPATIONAL CLASSIFICATIONS AND WORK DESCRIPTIONS" TO DETERMINE THE APPROPRIATE JOB CLASSIFICATIONS AND WAGE RATES FOR THEIR EMPLOYEES PRIOR TO BIDDING. THIS DOCUMENT CAN BE FOUND ON THEIR WEBSITE AT DWD.WISCONSIN.GOV; TYPE "DICTIONARY" IN THE SEARCH BOX.

**City of Milwaukee
Department of Public Works**

Residents Preference Program Provisions

I. General

- A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of Public Works. The ordinance requires that 40% of WORKER HOURS worked on a DPW contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Commissioner of Public Works determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner of Public Works may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that the minimum percent of WORKER HOURS, as listed in the acknowledgements section/page and/or the Official Notice document will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the department setting forth the facts upon which the request for adjustment is based.
- B. The contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City. The contractor shall prepare and submit accurate and timely resident utilization forms and reports to the Department of Public Works. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. The reports shall identify the name, address, race, gender, work classification, wage rates and hours worked of all employees utilized on the contract by the contractor and all subcontractors. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the Department of Public Works. Forms shall be submitted to DPW, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202.
- C. During the performance of this contract the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below.
1. Withhold payments on the contract.
 2. Terminate or cancel the contract, in whole or in part.
 3. Consider possible debarment of the contractor from bidding for a period of up to two years.
 4. Any other remedy available to the City at law or in equity.
- D. The penalty for any person, firm, or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading, or fraudulent information shall, upon conviction, forfeit not less than \$1,000 or more than \$5,000 together with the costs of prosecution and, upon default of payment, shall be

imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

II. Definitions

- A. RESIDENT – A person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the City. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.
- B. UNEMPLOYED or UNDEREMPLOYED – a RESIDENT that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted by the Wisconsin Department of Public Instruction to define eligibility for reduced lunch in public schools. A RESIDENT will continue to qualify as unemployed or underemployed for five (5) years from the date he or she first participates in a contract under Chapter 309. If a RESIDENT becomes an apprentice for a contractor or becomes a participant in an on-the-job training program as determined by the City immediately after or in the course of performing on a particular construction contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding 5 years from the date the person became an apprentice or participant in such on-the-job training program.
- C. WORKER HOURS – means the total hours worked on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. In determining the total worker hours to be furnished at a construction site, the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. "Worker hours" includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

III. Residency Utilization Requirements

- A. The contractor shall utilize UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City in a minimum amount equal to the percentage of the WORKER HOURS as stated in paragraph IA above.
- B. The contractor, by signing and submitting a bid, certifies that it understands the provisions of Chapter 309 and knows of and intends to comply with them, and shall ensure that all subcontractors are also informed.
- C. The contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the City. These records shall be maintained for seven (7) years after the contractor has received final payment under the contract and shall be made available to the Commissioner of Public Works upon reasonable notice.
- D. Compliance with these residency requirements is an element of bid responsiveness. Failure to meet the specified residency requirements will render the bid unresponsive, and the Commissioner of Public Works may then recommend the award to the next apparent low bidder.
- E. The City recognizes the following organization which can be contacted for access to trained or qualified workers from the City. Other organizations or sources of qualified RESIDENTS can be used at the bidder's discretion.

Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208.
Telephone 414-342-9787, fax number 414-342-3546.

- F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.

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

Contractor Name

DPW Contract No.

Employee Affidavit
Residents Preference Program

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

Residency status:

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

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

AND

Unemployment status:

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

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

OR

Underemployed status:

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

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

Notary Public Milwaukee County

RPP Chart

Income Eligibility Guidelines July 1, 2016 to June 30, 2017

Eligibility determination is based on household size and income.
Total income must be at or below the amounts in this table.

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	21,978	1,832	916	846	423
2	29,637	2,470	1,235	1,140	570
3	37,296	3,108	1,554	1,435	718
4	44,955	3,747	1,874	1,730	865
5	52,614	4,385	2,193	2,024	1,012
6	60,273	5,023	2,512	2,319	1,160
7	67,951	5,663	2,832	2,614	1,307
8	75,647	6,304	3,152	2,910	1,455
For Each Additional Household Member Add	7,696	642	321	296	148

Source: Wisconsin Department of Public Instruction School Nutrition Programs

City Of Milwaukee

Department Of Public Works

Small Business Enterprise (SBE) Provisions

I. General

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

II. Definitions

- A. "SMALL BUSINESS ENTERPRISE" (SBE) means a small business concern that is 51% owned, operated and controlled by one or more individuals who are a minority, woman and/or a small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.
- B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.
 2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.
 3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. SBE Utilization Requirements

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

4. Only SBEs that have been certified by the Office of Small Business Development may be listed on the SBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified SBE firms is maintained at:

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

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

All contracts awarded under ss.7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with applicable City ordinances for participation of the Office of Small Business Development. Following the opening of any bid involving a determination under applicable City ordinances for participation of SBE, the Commissioner of Public Works shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for participation of SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of Public Works within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, include supporting documentation and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair and the Director of the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

- H. **Percentage of Required SBE Participation**
Construction 25%
The Purchase of Goods and Services 25%
The Purchase of Professional Services 18%

**FORM A - COMPLIANCE PLAN - CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS
SBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS**

PRIME CONTRACTOR'S NAME: _____ OFFICIAL NOTICE NUMBER: _____

DATE: _____ TOTAL BID AMOUNT: _____ TOTAL SBE AMOUNT: _____

This Form A must be completed in its entirety and is a **required** submission in conjunction with a Bid or Request for Proposal. Submit either with the bid or within **3** days of being notified as the apparent low bidder. List all proposed SBE subcontractor(s) and/or material supplier(s) for this project. **NOTE:** To receive full credit, SBE's must perform commercially useful work at the job site. **ONLY** up to twenty percent (20%) credit may be given under certain circumstances to SBE suppliers or other SBE contractors who assist in management of the project. I/We propose to utilize the following SBE subcontractor(s) and/or material supplier(s):

Fill in BID REQUIREMENTS: _____ % SBE

SBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	LIST DESIGNATION: WHETHER SUPPLIER OR CONSTRUCTION LABOR	PERCENT OF BID	AMOUNT	EXPLAIN WORK TO BE PERFORMED/MATERIAL SUPPLIED	AUTHORIZED SBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGEMENT
1.					
2.					
3.					
4.					
5.					

I certify that the information included on this Form A is true and complete to the best of my knowledge. I further understand and agree that this Form A is a condition of my Bid/RFP responsiveness. Failure to submit this form and/or meet the specified SBE requirements may render the Bid/RFP nonresponsive.

CONTRACTOR: _____ DATE: ____/____/____
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY OSBD ANALYST: _____ DATE: ____/____/____

DEPARTMENT OF PUBLIC WORKS: _____ DATE: ____/____/____

**DEPARTMENT OF PUBLIC WORKS
SMALL BUSINESS ENTERPRISE PROGRAM**

Form D –SBE MONTHLY REPORT

(1) Report for the Month of _____ 20____ (Final: yes ___ no ___)

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

(4) Description of work/service performed and/or material supplied _____

(5) DPW Contract No. C _____ (6) Official Notice No. / Project Number _____

7) Start Date: _____ (8) Prime Contractor’s Total \$: _____

(9) Completion Date: _____ (10) Prime Contractor paid to date \$: _____

(11) Small Business % _____ and Small Business \$ amount _____

List all SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach SBE Payment Certification Form (Form E) for each sub listed.**

NAME OF SBE FIRM(S)	WORK/SERVICE PERFORMED or MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID TO DATE
TOTAL PAID TO SBE(s)			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: _____
(Name) (Title) (Phone Number)

(13) Authorized Signature : _____
(Name) (Title)

(14) Date _____

Note: This form should be submitted no later than the **20th of every month** to **DEPARTMENT of PUBLIC WORKS CONTRACT ADMINISTRATION, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202.**

DIRECTIONS FOR SBE MONTHLY REPORT (FORM D)

1. List the month and year that the report is being submitted for. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the DPW Contract Number, as represented on the contract document.
6. List the official notice & project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Total dollars paid to Prime contractor to date.
11. List SBE percentage **REQUIRED** on this project and the SBE dollar amount.
12. List the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY. FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELAY IN PAYMENTS.

City Of Milwaukee

Department Of Public Works

Small Business Enterprise Program (SBE)
Subcontractor Payment Certification

(This form must be completed by the SBE subcontractor and attached to the Prime Contractor's Final SBE Form D Report)

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section A - SBE Company Officer & Prime Contractor Complete For Payment That Has Been Received

SBE Subcontractor Name : _____

Official Notice No.: _____ Project No. _____ DPW Contract No. C _____

I hereby certify that I have received \$ _____ for subcontract work on the above project.

Dated: _____ Signature of SBE Subcontractor: _____

Printed Name & Title of Certified SBE Subcontractor:

Acknowledged by Prime Contractor Signature: _____

Printed name & Title of Prime Contractor: _____

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section B – Prime contractor and SBE Company Officers Complete if Full Payment Has Not Been Made to the SBE Subcontractor and a balance remains to be paid.

Prime Contractor: _____

SBE Subcontractor: _____

Official Notice No.: _____ Project No. _____ DPW Contract No. C _____

I hereby certify that I will pay \$ _____ to _____
for subcontract work on the above project. (Name of SBE Firm)

Dated: _____ Signature of Prime Contractor: _____

Printed Name & Title of Prime Contractor: _____

Acknowledged by: SBE Subcontractor Signature: _____

Printed name & Title of SBE Subcontractor: _____

SUMMARY OF HOURS WORKED
(TARGET RESIDENCY VS TOTAL HOURS)

(REV. 01/01/01)

Name	No. of Hours of Special Impact Area Workers	% of Total Hours	No. of Hours of All Other Workers	% of Total Hours	Total of All Worker Hours
Prime Contractor:					
Subcontractors:					
GRAND TOTAL					

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

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

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

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

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

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

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

Notary Signature

Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

1121-2004-1516/96897

PROPOSED RESIDENT/APPRENTICE UTILIZATION FORM

This is a preliminary statement of proposed workforce needs where known

Official Notice # _____ Project # _____ Contract # _____

Contractor _____

JOB CATEGORY	PROPOSED # OF HOURS ON THIS PROJECT	PROPOSED # OF HOURS FOR SPECIAL IMPACT AREA RESIDENTS	PROPOSED # OF HOURS FOR ALL OTHER WORKERS
TRUCK DRIVERS:		(%)	(%)
OPERATING ENGINEERS:			
<i>Journeyman</i>		(%)	(%)
<i>Apprentices</i>		(%)	(%)
SKILLED TRADES: (Specify)			
<i>Journeyman</i>		(%)	(%)
<i>Apprentices</i>		(%)	(%)
<i>Trainees</i>		(%)	(%)
LABORERS: (Specify type)			
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)

NAME and ADDRESS of Target Area Residents:

NAME and ADDRESS of Apprentices:

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. All contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

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

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

CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS
AFFIDAVIT OF COMPLIANCE
DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED
FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to 1865.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20__

NOTARY PUBLIC _____ County, _____ State _____

SIGNATURE: _____

PRINT NAME: _____

(Seal)

My commission expires: _____

Ref: slaverydisclosureaffidavit

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/8/2016

DETERMINATION NUMBER: 201600002

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.

PROJECT NAME: ALL PUBLIC WORKS PROJECTS UNDER SEC. 66.0903, STATS-CITY OF MILWAUKEE

PROJECT LOCATION: MILWAUKEE CITY, MILWAUKEE COUNTY, WI

CONTRACTING AGENCY: CITY OF MILWAUKEE-DEPT OF PUBLIC WORKS

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

s. 66.0903 (11) LIABILITY AND PENALTIES.

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
102	Boilermaker	30.21	21.97	52.18
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	36.74	19.26	56.00
104	Cabinet Installer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
105	Carpenter Future Increase(s): Add \$1.65/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.28	20.96	56.24
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.65/hr on 6/1/2016.	35.28	20.96	56.24
107	Cement Finisher Future Increase(s): Add \$1.45 on 05/31/2016	32.88	19.88	52.76
108	Drywall Taper or Finisher Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.05/hr eff. 06/01/2017	30.42	21.19	51.61
109	Electrician Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.13	23.19	58.32

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	24.73	19.69	44.42
112	Fire Sprinkler Fitter	39.66	21.11	60.77
113	Glazier Future Increase(s): Add \$.90/hr eff. 06/01/2016	34.45	18.99	53.44
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	30.77	23.72	54.49
117	Lather	34.13	20.61	54.74
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	35.89	18.77	54.66
121	Metal Building Erector	19.00	2.00	21.00
122	Millwright Future Increase(s): Add \$1.35/hr on 6/1/2016.	29.78	26.38	56.16
123	Overhead Door Installer	28.73	0.00	28.73
124	Painter Future Increase(s): Add \$1.00/hr on 06/01/2016; Add \$1.05/hr on 06/01/2017 Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	30.07	21.19	51.26
125	Pavement Marking Operator	30.00	19.61	49.61
126	Piledriver Future Increase(s): Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.58	27.54	58.12
127	Pipeline Fuser or Welder (Gas or Utility)	41.01	21.54	62.55
129	Plasterer	30.22	20.53	50.75

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
130	Plumber Future Increase(s): Add \$2/hr on 6/1/16; Add \$2/hr on 6/1/17.	39.62	20.12	59.74
132	Refrigeration Mechanic Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35
133	Roofer or Waterproofer	29.65	18.61	48.26
134	Sheet Metal Worker	37.91	21.05	58.96
135	Steamfitter Future Increase(s): Add \$2.00 on 6/1/16; Add \$2.00 on 6/1/17	42.36	21.99	64.35
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	26.00	17.74	43.74
138	Temperature Control Installer	41.01	21.54	62.55
139	Terrazzo Finisher	25.72	18.54	44.26
140	Terrazzo Mechanic Future Increase(s): Add \$1.45 on 06/06/2016	31.59	19.60	51.19
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter	30.18	17.34	47.52
143	Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	14.96	47.61
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	34.47	18.70	53.17
203	Three or More Axle	20.00	18.19	38.19
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	19.15	52.17
205	Pavement Marking Vehicle	20.00	18.19	38.19
207	Truck Mechanic	20.00	18.19	38.19

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	29.01	17.39	46.40
302	Asbestos Abatement Worker	19.00	0.00	19.00
303	Landscaper	14.00	11.63	25.63
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.83	18.39	39.22
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.53	0.00	18.53
314	Railroad Track Laborer	17.00	5.43	22.43
315	Final Construction Clean-Up Worker	29.01	17.39	46.40

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.52	19.15	54.67
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.52	19.15	54.67
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 5/30/2016.	35.22	19.15	54.37
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.	41.66	20.65	62.31
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	41.16	20.65	61.81
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	40.66	20.65	61.31

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	39.97	20.65	60.62
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	38.09	20.65	58.74
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	32.94	20.65	53.59
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	34.76	20.30	55.06
516	Fiber Optic Cable Equipment	21.00	0.00	21.00

Department of Public Works General Specifications

Provisions of the Department of Public Works General Specifications dated January 31, 1992, and subsequent addenda, except as may be modified or expanded upon in this Invitation to Bid, shall apply to all contractors and subcontractors working on the project. For a copy, please go to the following link and click on “General Specifications”

http://www.mpw.net/services/bids_home

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

KNOW ALL MEN BY THESE PRESENTS, That we,

.....

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

as principal and of
(Home Office)

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

..... Dollars,

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

WHEREAS, the above bounden principal is making a proposal in writing dated
20, to the Commissioner of Public Works of the City, according to Official Notice No85.....
20, of said Commissioner for furnishing all material, equipment, labor and everything necessary
for the completion of the work of...

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

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

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

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

Bidder Witnesses

..... (Seal)
(Bidder)

.....
.....

By
(Name and Title)

Surety Witnesses

.....
(Surety)

.....
.....

By
(Attorney-in-Fact or Agent)

(Seal of Surety)

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

NOTE: The affidavit on the following page must be properly executed before this bond will be approved.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____ (Name of Owner)

_____ (Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, \$ (_____)

in lawful money of the United States, 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 with the Owner, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and .if he shall satisfy all claims and demands incurred Under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

(SEAL)

Principal

Witnesses

_____ By _____

_____ Title

Address

Surety

Surety Witnesses

Surety - Contract MAILING Address

_____ By _____

Attorney-in-Fact or Agent

(SEAL OF SURETY)

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

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, .in the penal sum of _____

_____ Dollars, \$ (_____)

in lawful money of the United States, 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 with the Owner, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and .if he shall satisfy all claims and demands incurred Under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

(SEAL)

Principal

Witnesses

By _____

Title

Address

Surety

Surety Witnesses

Surety - Contract MAILING Address

By _____

Attorney-in-Fact or Agent

(SEAL OF SURETY)

Name of Surety Contact Person _____ and Phone Number _____

(Please Print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

Specifications

Department of Public Works
Official Notice #103-1-2016

The Century City Redevelopment
Project Areas – D and E
Roof Maintenance
3025 West Hopkins Street &
3533 North 27th Street
Milwaukee, WI

Technical Specifications and Drawings

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END OF SECTION

SECTION 00100: INSTRUCTIONS TO BIDDERS

See also Instructions to Bidders in the "General Specifications", Wisconsin, dated January 31, 1992, and all subsequent addenda.

BID FORM:

Submit unit price and percent markup for the work as indicated and specified herein, complete in every respect. Bid will be awarded on the basis of the bid formula included under "Bid Evaluation" in this section.

Bids will not be accepted in any form except on the bid form included with this project manual.

The contractor must recognize and abide by the right of the Owner (City of Milwaukee, the Redevelopment Authority, Century City Redevelopment Corporation, or its authorized representative(s)) to accept or reject any or all bids in the best interests of the Owner.

UNIT PRICES:

Each bidder shall provide on the bid proposal the following unit prices that were used in arriving at the Base Bid. The unit prices will be used for additions to or deductions from work required under the contract.

Unit Price No. 1:

State the amount per hour for the Regular Labor Wage Rate

Unit Price No. 2:

State the amount for the Regular Labor Wage Rate Percent Markup

Unit Price No. 3:

State the amount for the Material Percent Markup

Unit Price No. 4:

State the amount for the Subcontractor Percent Markup

Unit Price No. 5:

State the amount per hour for the Regular Overtime Labor Wage Rate

Unit Price No. 6:

State the amount per hour for the Holiday Overtime Labor Wage Rate

BID EVALUATION:

Base bid defined by following formula.

See Section 00700 General Conditions for definition of Labor and other information

Bids will be evaluated by adding 1 to percent bid and multiplying it by related contract breakdown figures listed in the paragraph below. Percentage markups of Contractor will be

expressed as a decimal for bid evaluation only. Contract award will be based on calculated BASE BID TOTAL

BASE BID TOTAL based on submitted regular labor wage rate; percentage markup for regular wage rate, material and subcontractor costs; overtime wage rate; and holiday wage rate.

Contract Breakdown Figures:

Contract break down figures between regular labor, materials, subcontractors, overtime labor and holiday labor shall be as follows: (The following are figures for bid evaluation purposes only and are not an indication or guaranty of work.)

<u>Contract</u>	<u>Reg. Labor</u>	<u>Material</u>	<u>Subcontractor</u>	<u>Overtime</u>	<u>Holiday</u>
Roofing	400 hours	\$4,500	\$4,500	40 hours	20 hours

Formula Example:

Example of bid evaluation formula for Roofing, with base regular labor wage rate of \$45, bid markup of 40 percent labor (per underlined), 10 percent material markup (per underlined), 5 percent subcontractor markup (per underlined), overtime wage rate of 67.00, and holiday wage rate of 90.00 :

LABOR	1 plus <u>.40</u> = 1.4 times \$45 times 400 =	\$25,200.00
MATERIAL	1 plus <u>.10</u> = 1.10 times \$4,500 =	\$4,950.00
SUBCONTRACTOR	1 plus <u>.05</u> = 1.05 times \$4,500 =	\$4,725.00
OVERTIME	67.00 times 40 =	\$2,680.00
HOLIDAY	90.00 times 20 =	\$1,800.00
<hr/>		
BASE BID TOTAL		\$39,355.00

CONTRACT AWARD:

The Commissioner of Public Works will award the contract on the basis of the Base Bid only.

CONTRACT BREAKDOWN:

The hourly wage rates (regular, overtime and holiday) and the percentage markup values provided with this bid will be used as a basis payment of work completed. There will be no exceptions to the hourly wage rates (regular, overtime and holiday) and the percentage markup values during the time of the contract.

CONTRACT EXTENSION:

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

1. Satisfactory completion of work performed.
2. Satisfactory response time, meeting requirements of contract

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

SITE VISIT:

All contractors shall visit the site, consult the drawings and project manual, be familiar with the work of other contractors and determine for himself all conditions affecting the work.

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

CONSTRUCTION START AND COMPLETION DATES

The start and completion dates of the contract are stated in the Specific Official Notice. For each specific roofing project, DCD will request the Contractor to prepare a project-specific work plan, schedule and cost estimate, based on the fee structure, and submit it to DCD for approval. Upon approval, the approved project-specific work plan, schedule and cost estimate shall be incorporated into the Contract. DCD will issue a written Notice to Proceed to the Consultant to commence work on the project. The project-specific work plan, schedule and cost estimate may be amended as necessary if mutually agreed upon by both parties.

BASE BID EXCLUSIONS:

N.A. All work is to be performed under this contract.

ADDITIONAL PLANS/PROJECT MANUALS

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

LIABILITY RELEASE

The successful contractor must be willing to sign the liability release attached to this Bid. (Upon award of the contract, all workers assigned to provide services under this contract will be required to sign a similar liability release.)

SECTION 00700: GENERAL CONDITIONS

1. SCOPE:

A. Index:

1. Scope
2. DPW General Specifications
3. Definitions
4. Control of Work and Materials
5. Samples and Tests
6. Project Coordination
7. Supervision of Work
8. Technical Specifications and Drawings
9. Safety Regulations
10. Code Rules
11. Liability Release

2. General Specifications:

Attached are the Provisions of the Department of Public Works General Specifications dated January 31, 1992, and subsequent addenda except as may be modified or expanded upon in this project manual that shall apply to all contractors and subcontractors working on the project.

3. Definitions:

A. Owner: City of Milwaukee, Redevelopment Authority, Century City Redevelopment Corporation, or its authorized representative.

B. Facilities Manager: .Project Manager or authorized representative

C. Project Inspector: The authorized representative of the Commissioner assigned to make detailed inspection of any or all portions of the work and materials thereof. These inspections are not a substitute to those required by the Department of Neighborhood Services for permit and code compliance.

D. Addenda: Written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents; including drawings and project manual by additions, deletions, clarifications or corrections. Addenda will become part of the contract documents when the contract is executed.

E. Contract Drawings: Drawings of the work to be provided on a project by project basis

F. Wage Rate: Sum of hourly basic rate plus hourly fringe benefits for Trade or Occupation. Prevailing Wage Rates issued by the State of Wisconsin, Department of Workforce Development is part of this Project Manual. See attached wage decision.

G. Regular labor, subcontractor labor and material markups: Include overhead, Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee), Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, other expenses, and profit on "Wage Rate" and/or "cost".

H. Cost Exact amount Contractor pays.

4. Control of Work and Materials:

A. Detail and Shop Drawings: Shop drawings and other additional drawings which may be required for each contract of the work shall be prepared by each respective contractor unless otherwise directed by the Project Facilities Manager or authorized representative. Prints shall be the same size as contract documents when practical. Prints of each drawing shall be submitted to the Project Facilities Manager or authorized representative for approval before proceeding with the work. Changes ordered by the Project Facilities Manager or authorized representative shall be made and revised prints submitted as above. The Project Facilities Managers or authorized representative approval of drawings shall not relieve the contractor of responsibility for errors.

B. Primary Lines and Grades: The City of Milwaukee will mark two building corners along a line and will establish a benchmark, with a relative elevation, within close proximity to the site. Once established by the City, the contractor shall preserve all points and benchmark as long as needed during construction. The contractor will bear all costs associated with re-establishing points and benchmark.

C. Construction Lines and Grades: The contractor must bear sole responsibility for the correct transfer of all construction lines and grades from the primary lines and grades points. He shall take such measurements from existing work as may be necessary to insure the proper construction of his work.

D. Material Orders and Shipping Statements: The contractor shall furnish to the Facilities Manager at least two (2) copies of all material orders and shipping statements. Itemized weights of the materials and individual units of finished work shall be shown.

E. Weighing of Materials and Fabricated Units: The weighing of materials and fabricated units such as structural steel, casings, etc., when required, shall be done in the presence of the Commissioner's representative. The contractor shall be responsible for the satisfactory weighing of such materials and units.

F. Consignment and Delivery of Materials: The materials for the work shall be consigned to the contractor and he shall be responsible for the delivery of all materials required for the completion of the contract

5. Samples and Tests:

A. Method of Sampling: Samples of the materials proposed or furnished for the work may be taken by the Commissioner at any time; at the point of manufacture, point of delivery or site of work. They will be selected, as far as practicable, in accordance with standard methods of sampling such materials as specified in the standard of the American Society for Testing Material. All sampling shall be done by authorized representatives of the Commissioner. Selections will be in an orderly and systematic manner, insuring samples representative of the lot

B. A.S.T.M. Standards: Wherever the abbreviation A.S.T.M. is used in connection with the number of a standard specification, the specification referred to shall be the Standard of the American Society for Testing Materials, designated by that number, including all revisions in effect on the date of award of the contract. Should a revised or amended standard be issued by the American Society for Testing Materials which, in the opinion of the Commissioner, conflicts with or causes undesirable changes in the standards referred to herein, the Commissioner reserves the right, by means of addenda to the project manual, to continue under the provisions of the pertinent standard referred to herein.

C. Cost of Test Specimens and Samples: All test specimens of metals and all samples of non- metals required for tests shall be furnished by the contractor without cost to the City.

D. Costs of Tests: All tests on test specimens of metals will be made at the expense of the contractor and the original test on samples of non-metals will be made at the expense of the City. In all cases, the testing procedure will be in accordance with the applicable Standard A.S.T.M. tests for such materials. Subsequent tests of non-metals requested by the contractor, when such tests are permitted by A.S.T.M. Specifications and approved by the Commissioner or subsequent tests ordered by the Commissioner will be made at the expense of the contractor.

6. Project Coordination:

A. Contractors are required, so far as possible, to arrange work and to dispose of materials so as not to interfere with the work or storage of materials of other contractors or City forces engaged upon the work. Contractors will coordinate with the Project Manager or authorized representative prior to storing any materials and/or equipment on the site.

B. Contractors shall give full cooperation to other trades and furnish any information necessary to permit the work of all trades to be installed satisfactorily and with the least possible interference or delay.

C. Where the work of a contractor will be installed in close proximity to the work of other trades, or where there is evidence that the work of a contractor will interfere with the work of other trades, he shall assist in working out space conditions to make satisfactory adjustments.

D. If a contractor installs work before coordinating it with other trades or so as to cause interference with work of other trades, he shall make necessary changes in his work to correct the condition without extra charge.

E. Contractors are required to join their work to that of others in a proper manner, and in accordance with the spirit of the plans and project manual, and to perform the work in the proper sequence in relation to that of other contractors, and as may be directed by the Project Inspector.

7. Supervision of Work:

A. Contractors shall furnish the services of an experienced engineer or superintendent.

B. The Supervisor He shall be constantly in charge of the installation of the work together with all subcontractors, skilled workers, helpers, and labor required to unload, transfer, erect, connect up, adjust, start, operate, and install roofing and gutter materials.

C. The Supervisor He shall be thoroughly acquainted with and be responsible for the various subcontractors' work so that it is properly coordinated and supervised to the satisfaction of the Project Manager or authorized Commissioner of Department Public Works (DPW) or his representative.

D. Upon written notice to a contractor of the lack of such coordination and supervision, the Project Manager Commissioner of DPW may authorize such services as may be required and deduct the cost of this service at an hourly rate of \$60.00 per hour per worker from the contract for the work.

8. Technical Specifications and Drawings:

A. Governing order of Contract Documents:

1. The following provision modifies DPW General Specifications Item 2.1.3.1: 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 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 Project Manager or authorized representatives Buildings & Fleet Services for decision. Said discrepancy shall be adjusted by the contractor.

B. All contractors shall have complete sets of plans and project manuals on the job site at all times.

9. Safety Regulations:

All work shall be done in accordance with the safety requirements administered by referenced in the international Building Code, as adopted and amended by the State of Wisconsin and OSHA.

10. Code Rules:

The rulings, regulations and laws as applicable, including, but not limited to the following, shall be complied with in the completion of this project:

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

00700/5

11. Liability Release:

The successful contractor must be willing to sign the liability release attached to this Bid. (Upon award of the contract, all workers assigned to provide services under this contract will be required to sign a similar liability release.)

DOCUMENT 00 45 13

CONTRACTOR'S QUALIFICATION STATEMENT

Submitted to the
Redevelopment Authority of the City of Milwaukee/Century City Redevelopment Corp.

This document shall be completed in it's entirety and submitted with the Bid Form.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED BY (company name): _____

Corporation___ Partnership___ Individual___ Joint Venture___ Other___

INDIVIDUAL'S NAME: _____

PRINCIPAL OFFICE ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

Signature

TYPE OF WORK SPECIALIZATION:

1. How many years has your organization been in business as a Contractor for roofing maintenance services? _____
2. How many years has your organization been in business under its present business name? _____
3. If a corporation, answer the following:

- A. Date of incorporation: _____
- B. State of incorporation: _____
4. If individual or partnership, answer the following:
- A. Date of organization: _____
- B. Name and address of all partners. (State whether general or limited partnership):
5. If other than corporation or partnership, describe organization and name principals:
6. List the name of project, owner, contract amount, percent complete, and scheduled completion date of one construction project, similar to this project, your organization has in process on this date:
- Project: _____
- Owner: _____
- Contract Amount: _____
- Percent Complete: _____
- Scheduled Completion Date: _____
7. List the names of projects, owners, contract amounts, and dates of completion of three projects similar to this project your organization has completed in the past five years:
- Project: _____
- Owner: _____
- Contract Amount: _____
- Date of Completion: _____
- Project: _____
- Owner: _____
- Contract Amount: _____
- Date of Completion: _____
- Project: _____

Owner: _____

Contract Amount: _____

Date of Completion: _____

8. List the maintenance personnel directly employed by your organization, indicating the name, job classification, length of time each has been employed by your organization, and the years of experience each has had in maintaining roofs. (Updated information shall be submitted to the City if personnel changes are made during the contract.)

Name	Job Classification	Years Employed	Years of Maintenance Experience
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Have you ever failed to complete any work awarded to your organization?
_____ If so,
note when, where, and why:

10. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? _____
If so, state circumstances:

11. Provide same information for EBE subcontractor or other subcontractors as required to meet needs of this contract.

END OF DOCUMENT

SECTION 01 10 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project Description.
 - 2. Qualifications.
 - 3. Contract Method.
 - 4. Work Not Included.
 - 5. Contract Cancellation.
 - 6. Examination of Documents and Site Visit.
 - 7. Contractor's Use of Site and Premises.
 - 8. Owner Occupancy.
 - 9. Scheduling of Work.
 - 10. Asbestos Containing Materials.

- B. Related Documents and Sections:
 - 1. Reference "Instructions to Bidders"; DPW "General Specifications", dated January 31, 1992; and all subsequent addenda.

1.2 PROJECT DESCRIPTION

- A. In general, the project includes providing all labor, equipment, materials and services necessary for roof maintenance and repairs on existing Century City Facilities on an as needed basis and as direct by the RACM Project Manager. The maintenance and repair of the corrugated metal panels on the sidewalls and louvers on the saw tooth roofs of Building 36A-1 shall be included in this project.

- B. The City/Tenant will continue to occupy and use facilities during repairs. Contractor is required to coordinate all repairs and or maintenance with City/Tenant forces on site, to minimize impact to City/Tenant operations and to ensure the safety of City/Tenant employees and property. Coordination shall include, but not be limited to, the interruption of any utility service, the delivery and storage of materials, and the delineation of safe work areas and or access to roof.

- C. The following outline is intended to serve as a general guide only, and not as a complete listing of work, operations, or materials.
 - 1. Provide annual visual inspection, with Owner's Representative, of roofing including membrane, penetrations, parapet, and parapet coping or cap. Owner's representative will prepare a report on maintenance issues discovered during the roof inspections.
 - 2. Provide annual cleaning of roof drains and removal of loose debris and materials from roof surfaces.
 - 3. Respond to, investigate, and provide appropriate roof repairs on an as needed basis within a budget range of \$500 to \$5,000 per occurrence.

4. For any single repair exceeding \$1,500, the Contractor is to provide an estimate of repair and is to receive prior approval of the RACM Project Manager before proceeding with repairs.
 5. Contractor is to respond to request to repair within 24 hours.
 6. Contractor is to verify to the RACM Project Manager that the repair is complete within 24 hours.
 7. Provide recommendations for repairs to extend service life of existing roofs when appropriate.
 8. Contractor is responsible for providing means for access to roof. City will cooperate with contractor in providing access to roof scuttles or other normal building roof access as is available.
- D. All work shall be executed in a thorough, substantial, and workmanlike manner by experienced roofing Contractors, see “Qualifications”.
- E. Roof repairs must be complete, coordinated, and compatible with existing roofing system meeting the intent and scope of the manufacturer specifications.
- F. The extent of the Century City roofs included under this roof maintenance contract is as noted on the “Existing Building Roof Information” document included in this Project Manual.

1.3 QUALIFICATIONS

- A. Contractor shall be a licensed, certified or approved applicator in the installation of single ply and asphaltic built-up roofing systems.
- B. Contractor shall be familiar with commercial roof installation, maintenance, and repairs.
- C. Each bidder shall submit with the Bid Form the “Contractor’s Qualification Statement” included in this Project Manual.
- D. Individuals utilizing an open flame torch for the drying, repair or application of roofing shall be NRCA/MRCA CERTA (Certified Roofing Torch Applicator) certified. This certification requirement shall not apply to workers utilizing a torch to maintain or work with other roofing equipment such as felt layers, hot luggers or kettles.

1.4 CONTRACT METHOD

- A. A maximum of 30 minutes of travel time will be allowed for each occurrence for repairs below \$5,000. This time is to be invoiced at the contracted unit price.
- B. Pay applications are to be submitted on a monthly basis. Applications shall include a summary of work occurring for previous month by unit cost.
- C. Payments will be held if contract administrative requirements are not met, i.e. RPP participation, or paper work for requirements are not up to date.

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

1.5 WORK NOT INCLUDED

- A. The City reserves the right to contract for the following other roof related services outside this contract. Nothing in these specifications shall be deemed to preclude this right. The Contractor shall not be entitled to compensation or damages for such services rendered by others.
 - 1. The City reserves the right to contract separately for complete roof removal and replacement at Century City Facilities.
 - 2. The City reserves the right to obtain outside contracts determined to be in the best interest of the City for work to be performed in connection with roof maintenance and which is not a part of these specifications.
 - 3. The City reserves the right to pursue services outside this contract if this Contractor fails to meet the contractual obligations in timeliness or quality as defined in this Project Manual.

1.6 CONTRACT CANCELLATION

- A. This contract shall be subject to an annual review and evaluation.
- B. Should the Contractor fail to comply with the requirements set forth in the Project Manual, the City may terminate the contract with written notice 60 days prior to each anniversary date. The City shall be the sole judge of compliance. Additionally, the City reserves the right to cancel the contract at any time for convenience with or without cause.
- C. Should the Contractor fail, or be unable for any reason to make any needed adjustment or repairs required by the specifications, the City reserves the right to have such adjustments or repairs performed by an outside firm. This contract in no way obligates the City to compensate this Contractor for the cost of such adjustments or repairs, and the Contractor shall not be entitled to damages for such services rendered by others.

1.7 EXAMINATION OF DOCUMENTS AND SITE VISIT

- A. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the Contract Documents.
- B. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.

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- C. Contractor shall become familiar with existing site conditions prior to submitting a bid proposal by attending the pre-bid walk-through at the project site as noted in the “Instructions to Bidders.”

1.8 CONTRACTOR’S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Tenant occupancy.
- B. Access to site shall be via existing site gates.
- C. Construction operations shall be coordinated with Owner to prevent conflicts with existing building and site operations.
- D. Emergency building exits shall be maintained at all times during construction.
- E. Fire lanes and fire department connections shall be kept clear at all times during construction.

1.9 OWNER OCCUPANCY

- A. Owner will occupy premises during entire period of contract for conduct of normal operations.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner’s operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.10 SCHEDULING OF WORK

- A. For each occurrence, Contractor shall provide estimate of arrival time and work completion.
- B. Efforts shall be made to perform all work during normal working hours unless otherwise specifically approved.
- C. Each occurrence to be evaluated on a case by case basis. Circumstances may dictate overtime or holiday work. Decision to direct work during non-normal working hours shall be by the RACM Project Manager.

1.11 ASBESTOS CONTAINING MATERIALS

- A. Comply with all City of Milwaukee ordinances, laws and regulations, State and Federal laws pertaining to handling and disposal of asbestos containing materials and OSHA regulations. The Contractor is responsible to ascertain the extent to which these regulations affect the operations and comply therewith.

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1. Asbestos Regulations of the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA): Comply with all regulations concerning the handling of asbestos containing materials as required by OSHA in the following reference:
 - a. Code of Federal Regulations Title 29, Part 1910, Section 1910.1001.
 2. State of Wisconsin Department of Natural Resources:
 - a. Complete Notice of Demolition – 40 CFR S61.22(d), 10 days prior to commencement of work.
 3. City of Milwaukee Ordinance No. 870856:
 - a. Ordinance relating to regulations for building projects involving the disturbance of asbestos materials and establishing fees.
 4. In addition to the above references, comply with any additional regulations that may be in effect as of the date of commencement of this job.
- B. Contractor is to be familiar with asbestos use in roofing materials, and shall be responsible to bring to the attention of the RACM Project Manager any materials that are suspect.
- C. The city will be responsible for testing roofing materials for the presence of asbestos at the request of this Contractor.
- D. Contractor shall be familiar with the handling of asbestos roofing materials and handle and/or remove materials as required by repair and in accord with regulations.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal Procedures.
 - 2. Permits.
 - 3. Product Data.
 - 4. Shop Drawings.
 - 5. Samples.
 - 6. Design Data.
 - 7. Test Reports.
 - 8. Manufacturer's Certificates.

- B. Related Documents and Sections:
 - 1. Reference "Instructions to Bidders"; DPW "General Specifications", dated January 31, 1992; and all subsequent addenda.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.

- B. Identify Project, Contractor, Subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

- D. Schedule submittals to expedite Project, and deliver to Engineer. Coordinate submission of related items.

- E. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

- F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

- G. Allow space on submittals for Contractor and Engineer review stamps.

- H. When revised for resubmission, identify changes made since previous submission.

- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

- J. Submittals not requested will not be recognized or processed.
- K. Corrections or comments made on the submittals during the review do not relieve the Contractor from compliance with requirements of the contract documents. The check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. Contractors are responsible for conforming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating their work with that of all other trades; and performing their work in a safe manner.
- L. Whenever the words “or equal” or similar term is used, it shall mean as determined by the Engineer. All drawings, data and bulletins necessary to make an “or equal” determination shall be submitted to the Engineer. Such review shall apply to design only and shall in no way relieve the contractor from the responsibilities as outlined in this section. Evaluation of “or equal” products will be made at the time of shop drawing submission. Any change required in design and coordination between all Contractors, Subcontractors, or trades due to the use of “or equal” materials shall become the Contractor’s responsibility. Any costs for detailed engineering reviews and/or any costs to incorporate “or equal” products will be borne by the Contractor.

1.3 PERMITS

- A. Contractor shall obtain, from the City of Milwaukee Department of City Development and/or other government or private agencies, all special permits as may be necessary in their work.
- B. Contractor shall obtain all permits to occupy or work in the public way as may be necessary for their work.
- C. Contractor shall arrange with the City permit issuing agencies for all code compliance inspections as required by all permits including, but not limited to, the general building and all special permits issued by that agency.

1.4 PRODUCT DATA

- A. Product Data: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Provide copies and distribute in accordance with Submittal Procedures article and for record documents purposes.
- B. Submit number of copies Contractor requires, plus two copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

1.5 SHOP DRAWINGS

- A. Shop Drawings: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Produce copies and distribute in accordance with Submittal Procedures article and for record documents purposes.
- B. Submit number of opaque reproductions Contractor requires plus two copies Engineer will retain, or submit one electronic copy in pdf format.

1.6 SAMPLES

- A. Samples:
 - 1. Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 - 2. Produce duplicates and distribute in accordance with Submittal Procedures article and for record documents purposes.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Engineer selection.
- C. After review, produce duplicates and distribute in accordance with Submittal Procedures article and for record documents purposes.
- D. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- E. Include identification on each sample, with full Project information.
- F. Submit number of samples specified in individual specification sections; Engineer will retain one sample.
- G. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.7 DESIGN DATA

- A. Submit for Engineer's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.8 TEST REPORTS

- A. Submit for Engineer's knowledge as contract administrator for Owner.

- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Temporary Utilities:
 - a. Temporary Electricity.
 - b. Temporary Water Service.
 - c. Temporary Sanitary Facilities.
 - 2. Construction Facilities:
 - a. Field Offices and Sheds.
 - b. Vehicular Access.
 - c. Parking.
 - d. Progress Cleaning and Waste Removal.
 - e. Street and Right-of-Way Use.
 - 3. Temporary Controls:
 - a. Barriers.
 - b. Security.
 - 4. Removal of Utilities, Facilities, and Controls.
- B. Related Documents and Sections:
 - 1. Reference “Instructions to Bidders”; DPW “General Specifications”, dated January 31, 1992; and all subsequent addenda.

1.2 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from portable electrical generating equipment provided by Contractor.
- B. Provide flexible power cords as required for portable construction tools and equipment.

1.3 TEMPORARY WATER SERVICE

- A. Provide and pay for suitable quality water service as needed for construction operations.

1.4 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required sanitary facilities and enclosures. Existing facility use is not permitted.

1.5 FIELD OFFICES AND SHEDS

- A. Do not use existing facilities for field offices or for storage.

1.6 VEHICULAR ACCESS

- A. Use designated existing on-site roads for construction traffic.

1.7 PARKING

- A. Use of existing on-site streets and driveways is not permitted for parking.
- B. Use of designated areas of existing parking facilities by construction personnel is permitted per direction of the RACM Project Manager.

1.8 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site daily and dispose of off-site.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.9 STREET AND RIGHT-OF-WAY USE

- A. Contractor shall obtain prior approval for and a permit from the City of Milwaukee at least ten (10) calendar days prior to closing of any street to traffic, detour of any traffic to bypass construction site, or to perform work within right-of-way. Proposed detours or street closures shall be presented, reviewed, and approved by all necessary regulatory agencies prior to issuance of permit.

1.10 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

1.11 SECURITY

- A. Security Program:
 - 1. Protect existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate program in coordination with Owner's existing security system at project mobilization.
- B. Entry Control:
 - 1. Coordinate access of Contractor's personnel to site in conjunction with Owner's security forces.

- C. Personnel Identification:
 - 1. Provide identification badge to each person authorized to enter premises.
 - 2. Badge to include personal photograph, name, expiration date, and employer.
 - 3. Maintain list of accredited persons, submit copy to Owner on request.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to final inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Products.
 - 2. Product Delivery Requirements.
 - 3. Product Storage and Handling Requirements.
 - 4. Product Substitution Procedures.
 - 5. Hazardous Material Requirements.

- B. Related Documents and Sections:
 - 1. Reference “Instructions to Bidders”; DPW “General Specifications”, dated January 31, 1992; and all subsequent addenda.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer’s instructions.

- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturer’s instructions.

- B. Store with seals and labels intact and legible.

- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for Substitutions.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- E. Substitution Submittal Procedure:
 - 1. Submit request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 - 3. Engineer will notify Contractor in writing of decision to accept or reject request.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

1.6 HAZARDOUS MATERIAL REQUIREMENTS

- A. The requirements set forth in the OSHA Hazard Communication Standard, 29CFR19101.1200, U.S. Environmental Protection Agency (EPA), and Wisconsin Department of Natural Resources in the Wisconsin Administrative Code NR600, shall be met by each on-site Contractor.
1. Material Safety Data Sheets (M.S.D.S.):
 - a. All Contractors, which may/may not include the City of Milwaukee, shall provide the M.S.D.S. for all hazardous chemicals to which any person may be exposed at the work site.
 - b. A master list will be kept in the office of the Project Supervisor/Construction Manager and updated as materials are delivered.
 2. Container Labeling:
 - a. Each container of hazardous material at the work site shall be clearly labeled with:
 - 1) Identity of the hazardous chemical(s).
 - 2) Appropriate hazard warning(s).
 - 3) Name and address of the manufacturer.
- B. The City of Milwaukee reserves the right to stop the work of a Contractor if compliance with OSHA regulations is inadequate. Work will not proceed until all applicable safety and health procedures are implemented by the Contractor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 70 00
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cleaning.
 - 2. Final Cleaning.
 - 3. Protecting Installed Construction.
 - 4. Project Record Documents.
 - 5. Operation and Maintenance Data.
 - 6. Product Warranties and Product Bonds.
 - 7. Closeout Procedures.

- B. Related Documents and Sections:
 - 1. Reference “Instructions to Bidders”; DPW “General Specifications”, dated January 31, 1992; and all subsequent addenda.

1.2 CLEANING

- A. Each Contractor is responsible for safety cleaning, which includes but is not limited to the following:
 - 1. Keep work areas, passageways, ramps, stairs, free of debris and scrap.
 - 2. Scrap lumber shall have nails withdrawn or bent over and lumber shall be stacked or removed.
 - 3. Remove spills of oil, grease, or other liquids immediately or sprinkle with sand.
 - 4. Hazardous material shall be handled in accordance with Section 01 60 00. Each container of hazardous material at the work site shall be clearly labeled with:
 - a. Identity of the hazardous chemical(s).
 - b. Appropriate hazard warning(s).
 - 5. Contractor shall remove rubbish and debris from building site promptly upon its accumulation. Contractor shall perform broom cleaning of all appropriate surfaces.
 - 6. Combustible waste shall be stored in fire resistive containers and disposed of regularly.
 - 7. No burning of rubbish or debris will be allowed at site. No rubbish shall be thrown through opening or from heights without proper protection. Where dust will be generated or flying debris is likely to occur, provide dust tight chutes or other means to control dust.
 - 8. Contractor shall provide mobile industrial type waste containers in the number and size required, placed at adequate locations to handle debris or provide other methods of disposing of debris.
 - 9. Oil, flammable or hazardous wastes such as, but not limited to, caustics, acids, harmful dusts, etc. shall be placed in properly marked containers as necessary and

disposed of at a site designed for such wastes.

10. If Contractors do not remove rubbish or clean building as specified above, Owner reserves the right to have work done by others at contractor's expense.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean debris from roofs, gutters, downspouts, and drainage systems.
- C. Clean site. Sweep paved areas and rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain one set of record drawings recording actual revisions or repairs to the facilities.
- B. Record location, type, size, and dates of repairs completed.
- C. Ensure entries are complete and accurate, enabling future reference by Owner.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Submit documents to Engineer with final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binder with durable plastic covers.
- B. Submit operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Contractor shall guarantee to replace or repair promptly at his own expense, as directed by the RACM Project Manager or his agent, all workmanship or materials in which defects may develop within one (1) year from the date of final acceptance of his work. This guarantee includes all damage done to the City due to faulty equipment, poor installation or poor construction.
- B. Guarantee periods other than the one year time period are indicated in specific specification sections.
- C. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten (10) days after completion of applicable item of work.
- D. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- E. Verify documents are in proper form, contain full information, and are notarized.
- F. Submit prior to final Application for Payment.

1.8 CLOSEOUT PROCEDURES

- A. Submit written certification that Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer and the RACM Project Manager's review.
- B. Provide submittals to Owner Representative required by authorities having jurisdiction.
- C. Submit final Application for Payment.
- D. Owner will occupy portions of project as specified in Section 01 10 00 – Summary of Work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 07 01 50
MAINTENANCE OF ROOFING SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Partial removal of existing roofing system in preparation for new roof system repair.
 - 2. Partial removal and/or repair/replacement of roof flashings.
 - 3. Partial removal and/or repair/replacement of copings.

- B. Related Documents and Sections:
 - 1. Reference “Instructions to Bidders”; DPW “General Specifications”, dated January 31, 1992; and all subsequent addenda.

1.2 REFERENCES

- A. AMMA – American Architectural Manufacturers Association.
- B. ASTM International (ASTM).
- C. NFPA – National Fire Protection Association.
- D. NRCA – National Roofing Contractors Association.
- E. NRCA – Repair Manual for Low Slope Membrane Roof Systems.
- F. SPRI – Single Ply Roofing Institute.
- G. UL – Underwriters Laboratories, Inc.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Do not remove existing roofing systems when weather conditions threaten integrity of building contents or intended continued occupancy.

- B. Maintain continuous temporary protection prior to and during installation of new roofing system to keep building weather tight.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials used in the roofing repairs shall match the existing materials (and manufacturer if possible) to insure compatibility. Materials shall be as follows:
1. Membrane: Shall match the existing in type and thickness properties.
 2. Prefabricated Accessories (Pipe seals, etc.): Accessories shall be as furnished by the
 3. membrane manufacturer.
 4. Ply Felt: Asphalt saturated fiberglass ply felt, ASTM D2178; Type IV.
 5. Base Felt: Asphalt saturated fiberglass base felt, ASTM D4601; Type II.
 6. Mineral Surfaced Felts: ASTM D3909; black colored mineral granules.
 7. Asphalt Bitumen: ASTM D312 Type III or IV.
 8. Asphalt Primer: ASTM D41.
 9. Plastic Cement: ASTM D4586; Type I, cutback asphalt type.
 10. Asphalt Emulsion: ASTM D1227; Type II.
 11. Modified Bituminous Membranes: ASTM D6162; Type I, styrene-butadiene-styrene (SBS) modified bituminous sheet, smooth or mineral surfaced, reinforced with a combination of polyester fabric and /or glass fiber and ASTM D6222, Type I, atactic-polypropylene (APP) modified bituminous sheet, smooth or mineral surfaced, reinforced with a combination of polyester fabric and/or glass fiber.
 12. Gypsum Sheathing: ASTM C1396; fire rated type, paper face, 5/8 inch thick.
 13. Flexible Flashings: Same material as membrane.
 14. Aggregate: ASTM D1863; sound, hard roofer's pea gravel.
 15. Fiber Cant and Tapered Edge Strips: Asphalt impregnated wood fiberboard,
 16. preformed to 45 degree angle.
 17. Cement: Shall be supplied by manufacturer and applied per manufacturer's
 18. instructions.
 19. Bonding Adhesive: Shall be furnished by the same manufacturer of the membrane.
 20. Fasteners: FM approved metal plate fasteners must be used – 2" diameter for attaching reinforced universal securement strip to perimeter of wall and 3" diameter for attaching the insulation to the deck.
 21. Aluminum Compression Bars: Furnish 1" x 1/8" compression bars to be installed at flashing. Use 10'-0" minimum lengths and attach at 6" maximum centers. Wood Nailers and Blocking: All wood shall be untreated.
 22. Ballast: Ballast weight shall comply to the SPRI (Single Ply Roofing Institute) Wind Design Guide for Ballasted Roof System – System 2 or System 1. Minimum ballast weight to be 10 pounds per square foot. Ballast to be river washed stone 3/4" to 1 1/2" diameter without sharp edges. A plan indicating proposed SPRI ballast stone weight and location, and sample of ballast stone shall be submitted to the Engineer for approval.
 23. Insulation: Polyisocyanurate foam board with facers, ASTM C1289, Type II, thickness to match existing.
 24. Class 1, Grade 2 and perlite roof insulation board, ASTM C728, thickness to match existing or as appropriate for the nature of the repair.

23. Sealant: Dow Corning 795 silicone building sealant. Sealant shall meet or exceed the test requirements of Federal Specification TT-S-00230C (COM-MBS) Class A for one component sealants, and ASTM Specification C-920 Type S, Grade MS, Class 25. Color to be selected from manufacturer's standard colors.
24. Pavers: 2' x 2' x 1 1/4" channel drain concrete pavers. Pavers shall be 4000 psi concrete with max wt. per unit at 55 lbs.
25. Sheet Metal Systems: All metal systems when required by repairs shall be submitted to the Engineer for approvals prior to installation. All metal systems shall be supplied by a single manufacturer to insure compatibility. All anchors, bends, clips, etc. shall be supplied as required to complete this system. All clips and anchors to be galvanized metal as supplied by manufacturer. Color to be selected by Engineer from manufacturer's standards. Contractor to submit material sheets for all items to Engineer for approval.
 - a. Roof edge shall be minimum 6 3/4" high/5 1/4" coverage, .050" aluminum. Mitered corners to be factory fabricated.
 - b. Fascia extender shall be 8" high, .125 gage extruded aluminum.
 - c. Coping to be minimum 6" wide, .050" aluminum.
26. Galvanized Steel Sheet: ASTM A653; structural steel sheet, G90 zinc coating; 0.024 inch thick core steel.
27. Pre-Finished Galvanized Steel Sheet: ASTM A755; structural steel sheet, G90 zinc coating; 0.024 inch thick core steel, shop pre-coated with polyester two coat top coat; color as selected from manufacturer's standard colors.

2.2 DELIVERY AND STORAGE

- A. Materials shall be delivered in their original unopened containers, clearly labeled with manufacturer's name, brand name, and such identifying numbers as are appropriate. Adhesives shall be stored between 60 degrees F and 80 degrees F. Should they be exposed to lower temperatures, restore to room temperature for three to five days prior to use. Do not use materials damaged in handling or storage. All cardboard containers shall be stored in DRY area. Rolls of membrane shall be stored flat.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Contractor to respond to request to repair within 24 hours.
- B. Contractor is responsible for providing means for access to roof. The City will cooperate with Contractor in providing access to roof scuttles or other normal building roof access as is available.
- C. Contractor to be prepared to provide temporary repairs as required due to weather conditions or extent of repairs.

- D. Contractor shall provide a thorough inspection of the existing roof and provide recommendations on life extending maintenance solutions as is warranted on a case by case basis.
- E. Verify existing roof surface is clear and ready for work of this section.

3.2 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose off site.
- C. All material to be removed becomes the Contractor's property and is to be taken daily from the site.
- D. Remove only the area that can be replaced with new roofing in one day. Maintain a watertight roof at all times. Remove all debris from site and broom clean all areas to be reroofed.
- E. Do not damage existing structure, equipment, piping, conduit, etc.
- F. All exploratory cuts into the roofing shall be patched with roof cement.
- G. The on site location for receiving and removing all materials to be coordinated with RACM Project Manager and building occupant.

3.3 EXISTING CONSTRUCTION

- A. Remove damaged portions of roofing membrane, perimeter base flashings, flashings around roof protrusions, and pitch pans and pockets as required.
- B. Remove damaged insulation and fasteners, cant strips, and blocking as required.
- C. Repair existing deck surface to provide smooth working surface for new roof system. Damaged or heavily deteriorated deck sections, as determined by the Engineer, shall be removed and replaced with new compatible deck materials.
- D. Surfaces on which the roofing system is to be applied shall be clean, smooth, dry, free of fins, sharp edges, loose and foreign materials, oil and grease.

3.4 EXECUTION

- A. Perform maintenance and repairs to defective roof surfaces, including the roofing in the field areas and flashings, according to the NRCA Repair Manual for Low Slope Membrane Roof Systems or as prescribed by the existing material manufacturer.
- B. Perform maintenance and repairs to defective portions of the various sheet metal components and flashings, matching the existing materials and construction when possible. In all cases, compatible and durable materials should be utilized.

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- C. Perform maintenance and repairs to defective portions of the corrugated metal panels on the steep sides and louvers of the saw tooth roofs of Building 36A-1, matching the existing materials and construction when possible. In all cases, compatible and durable materials should be utilized.

3.5 FIELD QUALITY CONTROL

- A. The RACM Project Manager shall be informed of the completion of the repairs. The City reserves the right to have a City representative inspect the repairs to verify the repairs were made in accordance with the specifications and manufacturers' standards. The City also reserves the right to have an inspection made by a representative of the system manufacturer in order to ascertain that the roofing repair has been installed according to the manufacturer's published specification and details.
- B. Should there be any deviation from this specification or manufacturer's or industry standards, the City will withhold payment until such deviations are corrected at Contractor's cost.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Uncovered deck surfaces shall be avoided by not removing more roofing than can be made watertight in one day. Install temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with temporary fasteners.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Do not permit traffic over unprotected or repaired deck surface.
- E. The premises and the work shall be adequately protected from the damage from the commencement of work to the date of final acceptance.
- F. Construction area shall be clearly marked and all construction work and traffic shall remain within the construction area.
- G. All damage shall be corrected or repaired by the Contractor at his own expense.

3.7 CLEANING

- A. The Contractor shall keep the work area clean of rubbish, dirt and debris which shall be properly and carefully disposed of as approved or directed. The work shall be cleaned daily of any and all blemishes and stains, and left in a condition acceptable to the City within the normal limits of the work specified.

END OF SECTION

Roof Maintenance Contract for Century City Facilities

Existing Building Roof Information

August 7, 2012

Existing Building Designation	Approximate Roof Size (Sq. Feet)	Approximate Roof Height Above Grade (Feet)	Existing Roof Deck Type	Existing Roof Membrane Type	Approximate Roof Membrane Age	Roof Access	Other Notes
Bldg. 1A	8,700 sf	30 feet	Concrete Slab ???	Gravel Surfaced Built-Up	???		Building Unoccupied
Bldg. 35A	49,200 sf	38 feet	Cementitious Wood Fiber Plank	Mechanically Fastened Single-Ply TPO	10-15+ Years	Exterior Ladder from 36A-2	Building Unoccupied
Bldg. 35B & 35C	6,000 sf	33 feet	Cementitious Wood Fiber Plank	Gravel Surfaced Built-Up	???	Interior Ladders to Roof Scuttles - NW & NE	Buildings Unoccupied
Bldg. 36A-1	114,500 sf	48 to 64 feet Sawtooth	Steep Slope - None	Corrugated Metal with Secured Louvers	???	-----	
Bldg. 36A-2	19,800 sf	64 feet	Concrete Panels	Modified Bitumen	10-15 Years	Exterior Ladder from 36B	
Bldg. 36A-3	6,300 sf	55 feet	1 1/2" Wide Rib Metal Deck	Unballasted Fully-Adhered Single-Ply Membrane (Concrete Pavers in Corners)	2 Years	Exterior Ladder from 36A-1	New Building Addition in 2010
Bldg. 36B	38,200 sf	42 feet	Cementitious Wood Fiber Plank	Standing Seam Metal over Built-Up	20+ Years	Interior Ladders to Roof Scuttles - NW & SE	Partially Occupied
Bldg. 36F	47,300 sf	48 feet	Fluted Metal Deck	Mechanically Attached Single-Ply EPDM Membrane	12 Years	Exterior Ladder from 36A-2	Building Unoccupied
Bldg. 65 - Upper	25,300 sf	110 to 118 feet w/ Penthouses	Concrete Panels	Smooth Surfaced Built-Up	???	Interior Stair with Man Door at Roof	Building Unoccupied
Bldg. 65 - Lower	12,100 sf	28 to 44 feet	Concrete Skylight (Arched)	Glass Block with Metal Covered Girders	???	None	Building Unoccupied

Roof Maintenance Contract for Century City Facilities - Existing Building Roofs

