

CITY OF MILWAUKEE  
Department of Public Works - Parking  
Room 506 - Municipal Building  
841 North Broadway  
Milwaukee, Wisconsin 53202-3684

**INVITATION TO BID**

Commissioner of Public Works

Official Notice No. 10-2-2014

Sealed bids for the work, material, labor and services hereinafter described will be received at the office of the Commissioner of Public Works, Municipal Building, Room 506, 841 North Broadway, Milwaukee, Wisconsin 53202-3684 no later than **10:30 A.M. on Friday, March 7, 2014.**

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**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", the Official Notice No. 79, detail specifications, special provisions, plans of this particular project, the proposed contract and special conditions when applicable.

Your bid must meet the detail specifications and the plans for each particular project.

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

The bid must be signed and 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 time above specified will not be opened or read and will be deemed to be rejected.

**NOTE:** Read the general official notice to contractors, detailed specifications, special provisions and special conditions, where applicable, pertaining to this bid.

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**DESCRIPTION:** This bid is for snow removal, salting, mowing, trash/debris removal, pruning and mulching from City of Milwaukee DPW-Parking lots and MacArthur Square Plaza. This official notice consists of three separate project areas. A separate bid form is provided for each of the three project areas. Bidders may bid to perform or supply the subject matter under "description" below for one or more of the project areas.

**DETAIL SPECIFICATIONS:** Contract documents and specifications for and Department of Public Works are part of this bid package.

**PLANS:** Parking lot drawings are attached to this bid package.

**BID SECURITY REQUIRED FOR EACH PROJECT AREA BID:**

:	Certified Check	<u>\$1,000.00</u> or
	Cashier's Check	<u>\$1,000.00</u> or
	Bid Bond	<u>\$1,000.00</u>

The successful contractor will be required to furnish with the executed contract the following for **each project area**:

Performance Bond: \$50,000.00

Payment Bond: \$25,000.00

**NOTE:** Bids will be opened and publicly read at the office of the Commissioner of Public Works on **March 7, 2014 at 10:30 A.M.**

**Questions:** Questions on this procurement will only be accepted in writing or orally at the pre-bid meeting. Written questions may be sent to Bambi Birenbaum, Parking Operations Coordinator via fax at (414) 286-0535, via e-mail to [bbiren@milwaukee.gov](mailto:bbiren@milwaukee.gov) or sent to the Department of Public Works, Municipal Building, Room 501, 841 North Broadway, Milwaukee, Wisconsin 53202-3684. Questions received after 12 noon on February 27, 2014 will not be considered. Answers only will be provided in writing and copies of all questions and answers will be sent to all bidders.

City of Milwaukee  
Department of Public Works-Parking  
Mowing, Trash Removal and Snow Plowing, Salting for  
DPW Parking Lots and MacArthur Square Plaza  
Standards and Bid Specifications  
February 10, 2014

Official Notice 10-2014

**I. GENERAL:** These specifications together with the official notice, instructions to bidders and the contract agreement define the terms of the contract between the City of Milwaukee Department of Public Works – Parking (CITY) and the private contractor(s) for mowing and trash removal and plowing snow and/or salting City parking lots as required, inclusive of public walks, from same lots located in three project areas. Bids are due by no later than 10:30AM on Friday, March 7, 2014.

The term of this contract shall be for three (3) years with one 2-year extension permitted by mutual agreement between the City of Milwaukee and the contractor. Contract for services will commence April 1, 2014 and will expire on April 14, 2017.

There will be one 2-year extension upon mutual agreement of both parties that would be in effect from April 15, 2017 through April 14, 2019.

It is the intent of the contract documents to provide for the complete work under the direction and control of the Commissioner of Public Works. The contractor shall perform everything required to provide and furnish equipment, operators, dispatcher, salt, records, facilities and services necessary to carry out the work in an expeditious manner in accordance with the terms of the contract documents and the prices set forth therein.

**II. GENERAL SCOPE OF WORK:** In three geographic areas there are two types of seasonal services that include performing trash / debris removal, grass mowing, mulching, and weed control during the spring and summer as well as performing snow plowing, salting and snow removal during the winter season. These will take place in the in City of Milwaukee north and south side off- street parking lots and the MacArthur Square plaza. Bids will be accepted on a per project area and will include all required annual services. The bidder with the lowest responsive bid per project area will be awarded the contract. Bidders may bid upon and be awarded contracts in more than one project area.

All work is to be performed within the corporate limits of the city as divided into the areas shown on the drawings in the specifications. Subsequent additions and deletions thereto may be made at the discretion of the CITY. If lots are added or deleted, compensation will be adjusted based upon the total number of lots and spaces within each project.

A CONTRACTOR may bid upon and be awarded between one and three project areas throughout the year, if bidder submits the lowest responsive bid in each of the areas.

**A. Lawn mowing and trash removal**

**1. General Description of Lawn Mowing / Trash Removal Requirements:**

The work shall include but not be limited to the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform mowing of lawns, removal of grass clippings, pruning and removal of basal shoots (suckers) from trees, and trash /debris pick up, removal of broken glass, as needed, in the specific project areas for DPW-PARKING.

The work shall consist of the removal of all litter and loose debris from plaza and lots prior to each mowing; the mowing of weeds and grass to a 2-3 inch cutting height; the trimming of grass and weeds around trees, fences, posts, fire hydrants, poles, etc.; the pruning and removal of basal shoots (suckers) from trees, removal of grass clippings from gutter and lot areas, and removal of nuisance garbage or hazardous conditions (i.e. dead trees, broken hanging branches, etc.). Report to Parking Operation Coordinator, Bambi Birenbaum at (414)286-3237 any vandalism, broken hanging branches or other situations needing to be brought to the attention of the DPW-PARKING. Work shall also include an initial spring clean-up no later than May 1<sup>st</sup> of each contract year, weather permitting, to include the removal and disposal of all litter and loose debris in each of the three project areas (1, 2 and 3).

Fall and Spring clean-up in all areas listed above to include all trash/debris. Rinse sidewalk and stairwells, as needed.

**2. Project Areas**

**Project 1 -South Side Off- Street Parking Lots (22) Twenty-two Locations.**

**Approximately April 15 - November 30**

Spring clean-up on 22 lots;

Remove trash/debris from 22 lots;

Weekly mows in 21 lots;

Pruning of hedges and removal of basal shoots (suckers) from trees, where applicable and as needed

Fall clean-up to include all leaves and trash/debris from 22 lots

Provide and install mulch in existing planting areas, as needed

Weed control, as needed

**Project 2 -North Side Off -Street Parking Lots (23) Twenty-three Locations**

**Approximately April 15 - November 30**

Spring clean-up in 23 lots  
Weekly removal of trash/debris from 23 lots;  
Weekly mows in 19 lots;  
Pruning of hedges and removal of basal shoots (suckers) from trees, as needed.  
Provide and install mulch in existing planting areas, as needed  
Fall clean-up to include all leaves and trash/debris from 23 lots.  
Weed control, as needed

**Project 3 -Central MacArthur Square Plaza**

**Approximately April 15 - November 30**

Spring clean-up of all levels including existing planters  
Weekly removal of litter/debris weekly including emptying of trash cans.  
Weekly mows of plaza from N. 9<sup>th</sup> Street to N. James Lovell Street, between W. Wells Street and W. State Street, including all 3 levels of the plaza.  
Weed control of crushed granite areas, as needed.  
Provide and install mulch in existing planting areas, as needed  
Fall clean up of all levels including removal of all leaves/trash/debris

**3. Work Requirements:**

- a. **Grass Mowing:**
- Turf shall be mowed as otherwise necessary to maintain a neat appearance
  - Rough cutting and rotary cutting (bush hogging) will not be permitted.
  - Addition or elimination of any mowing cycles or areas to be mowed shall be at the sole discretion of the Contract Administrator or his/her designee.
  - Plaza and lots shall be cleaned of visible loose debris (including paper, glass, plastic, metal etc.) that would be shredded or scattered during mowing operations prior to any mowing activity.
  - All cleaning and disposal shall be the responsibility of the CONTRACTOR's staff or subcontractor without additional cost to the DPW-Parking.
  - Hidden debris shredded and/or scattered during mowing operations shall be raked, bagged and removed by the CONTRACTOR's staff immediately after mowing.
  - All bags shall be removed from the plaza/surface lots by the end of the work day.
  - Failure to clean the plaza/surface lots prior to mowing will result in a stop work order until litter and debris removal is completed.

- A one hundred dollar (\$100.00) fee will be assessed for each incident of mowing through litter or for leaving trash bags on site overnight.

b. Trimming:

Any vegetation not cut during the mowing operation that is located adjacent to, above, or hanging over the curb line or overhanging any hard surface area must be trimmed during each mowing cycle. Trimming shall be done in such a controlled manner so as not to damage trees, shrubs, vehicles, adjacent buildings, etc. or endanger motorists or pedestrians.

- c. Litter Removal: Remove litter weekly on all City-owned lots, public rights of way, and MacArthur Square plaza levels (as applicable to contract).

All paved and gutter areas shall be freed of any/all debris.

CONTRACTOR may be asked to return to a lot more often than once a week on an *ad hoc* basis, when broken glass is found in lot(s). Any broken glass shall be swept and removed from lots within a 24-hour period from notification.

- d. Mulching of Plant Beds: CONTRACTOR shall supply and place mulch on all existing planting beds. This is not a scheduled work item and shall be done only when inspection directs the need. The mulch shall be delivered and spread on the same day.
- e. Weeding of Plant Beds: CONTRACTOR shall remove all weeds from all planting beds. All required equipment for this work shall be provided by CONTRACTOR. The beds shall be weeded regularly so as never to become unsightly.
- f. Application of Fertilizer or Weed Killer: CONTRACTOR shall supply and spread fertilizer or weed killer on all grass areas as needed. All applications of fertilizer and weed killer shall be done per the recommendations of the manufacturer of the material.
- g. Trimming of Hedges: Projects 1 and 2 each require a minimum of one (1) hedge trimming per season. Project 3 (MacArthur Square Plaza) requires a minimum of two (2) hedge trimmings per year. Additional trimmings may be required as needed.

Hedges must be trimmed approximately one foot from fence line in such a manner so as not to protrude through the fence.

- h. Equipment: Equipment to be purchased/leased upon award of contract and committed for use in this contract must be declared by the CONTRACTOR on Equipment Inventory "A-1" for each project.

False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. All declared equipment is subject to verification at any time during the contract period.

All vehicular equipment shall bear the name of the contractor. Magnetic nameplates are acceptable.

**B. Snow plowing, ice removal and/or salting lots and/or surrounding sidewalks:**

The work shall include but not be limited to the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform snow plowing, salting, and snow removal as needed, in the specific project areas for DPW-PARKING.

Plowing and salting operations will begin after an accumulation of two (2) inches of snow. Salting only operations will occur for all days when there is precipitation less than two (2) inches in depth.

The average seasonal snowfall is defined as the official snowfall depth for Milwaukee as recorded by the National Weather Service ([www.nws.noaa.gov/climate/index.php?wfo=mkx](http://www.nws.noaa.gov/climate/index.php?wfo=mkx)). Currently this amount is forty-seven (47) inches of fallen snow per winter season. This contract for snow plowing and salting will include up to twenty one (21) inches over the average seasonal snowfall or sixty-eight (68) inches of snow per season. Should the Milwaukee area receive a snowfall total for the season that exceeds the sixty-eight (68) inches, an additional fee will be paid based upon the unit prices included in contractor's bid for the various snow/salting operations.

When plowing snow on lots, the contractor must move snow to the designated areas as shown on the site plans.

The minimum salt to be used on the lots should adhere to the following table:

**Rate in pounds per 1,000 square feet of area:**

Pavement Temperature	Pounds of Dry Salt	Pounds of Salt if Using Liquid Calcium Chloride
Above 25 °	2.25	1.25
15° to 25°	3.00	2.25
0° to 15°		3.75
Below 0°		5.00

The above amounts are minimums to be used. Contractor must apply adequate salt for public safety and to the satisfaction of the City of Milwaukee.

**1. Mandatory Required Snow-Related Equipment:**

To qualify for this contract, a contractor shall show evidence of ownership or lease of required equipment. All vehicular equipment shall bear the name of the contractor as shown in the bid proposal and contract agreement. Magnetic nameplate is acceptable.

Contractor must have the necessary equipment and be maintained in good working order which will include a minimum of three (3) operable pick-up trucks with plows and salting equipment per **area bid**, three snow blowers, multiple shovels, ice choppers/scrapers, and sidewalk salters, as may be necessary per **area bid** to remove snow and ice from the sidewalks, no matter the configuration, that would minimize damage to the surrounding green space. Contractor must have one end loader with a bucket of not less than one (1) yard and not more than one and half (1 ½) yards available to be used to pile snow in the required snow storage areas, where the City determines that plowing operation was not satisfactorily accomplished.

**NOTE: For project number one, at one south side lot (number 22) located at 365 East Ward Street, the contractor must use rubber blades or snow shoes on plow if metal cutting edge is used.**

**2. Project Areas 1-3:**

- a. **Project Area No. 1:** Plow and salt 22 lots and 22 surrounding sidewalks. See the section at the end of specifications related to Project 1.

**NOTE: For project area number one, at one south side lot located at 365 East Ward Street, the contractor must use rubber blades or snow shoes on plow if metal cutting edge is used.** Pavement in this lot is pervious. A metal blade without protection would permanently damage pavement and the Contractor will be held accountable for damage to service if a non-specified blade is used.

- b. **Project Area No. 2:** Plow 22 lots, salt 23 lots, plow and salt 23 surrounding sidewalks. See the section at the end of specifications related to Project 2.

- c. **Project Area No. 3:** Plow snow on tri-level MacArthur Square Plaza. **Plow snow and salt all surrounding sidewalks on tri-level MacArthur Square Plaza:**
- Upper level, middle level, lower levels;
  - On N. 9<sup>th</sup> Street from retaining wall on north end of parking garage to W. Wells Street;
  - On N. 9<sup>th</sup> Street from parking garage exit gate south to W. Wells Street, including crosswalks;
  - East side of N. James Lovell Street sidewalk from the Wisconsin State Office Building on W. Wells and N. James Lovell north to northernmost stairway descending east to N. 6<sup>th</sup> Street;
  - North and south stairways descending from N. James Lovell Street east to N. 6<sup>th</sup> Street and all sidewalks extending south toward W. Kilbourn Avenue;
  - Sidewalk on N. 6<sup>th</sup> Street including crosswalks located between N. 6<sup>th</sup> Street and W. Kilbourn Avenue.

See the section at the end of specifications retaining to Project 3.

3. **Recall:**

The City requires the contractor to refurnish equipment and operators for clean up within twenty- four (24) hours after termination of a snow operation at no additional cost to the City. If the City receives complaints regarding any aspect of the operations, the City reserves the right to recall contractor. Contractor is required to respond within four (4) hours to address the issue at no additional cost.

Failure to meet the 24 hour clean-up or the 4- hour recall time frame may result in a penalty of up to \$200.00 per occurrence.

4. **Mowing:** All mowing equipment shall be commercial grade outfitted with flail, reel, mulching or rotary-type decks. **A minimum of two (2) continuously operable and available commercial mowers are required for each project area.** Residential grade tractors or mowers are unacceptable.

5. **Apparel:** All CONTRACTOR's employees or personnel working under the direction of the CONTRACTOR in the execution of this contract must be fully clothed and wear all safety apparel or equipment as required by federal, state and local laws and regulations.

C. Work Seasons:

1. Mowing: The mowing cycle must begin no later than May 1<sup>st</sup> each year, weather permitting. CONTRACTOR is required to have the designated minimum pieces of equipment ready, operable, and available for use from April 15<sup>th</sup> – November 30<sup>th</sup> of each year.

Mowing cycles for each project area shall begin upon notification by DPW-PARKING designee.

2. Snow/Removal: The snow plowing/removal services must be ready to begin by November 1, 2014, if applicable. CONTRACTOR is required to have the designated minimum types of equipment ready, operable and available for use by November 1, 2014 to the end of snow required services in the subsequent year and years following.

III. BIDS:

A. Basis of Bids:

CONTRACTOR shall calculate bid per project area on labor, equipment, time and material. There shall be one amount listed for snow season activities up to the number of inches described above in Section IIA for the season and one amount listed for seasonal lawn/trash removal, etc. activities. The sum of both of these amounts will be the basis for determining the low bid.

CONTRACTOR must also include a cost for a single snow plowing/removal/clean-up operation to be paid if and when DPW-Parking requires these services after an annual snowfall per season in excess of sixty-eight (68) inches. The total amount listed for additional services can be no higher than the amount listed for all snow services divided by 34.

CONTRACTOR may bid on one or more projects.

B. Bid Security:

Bid security required is **one thousand dollars (\$1,000.00) for each project area bid**. The required security must be in the form of a certified or bank cashier's check made payable to "City of Milwaukee", or when indicated in said "Notice or Invitation to Bid", a bid bond issued by a surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The bid bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the bid bond. The bid security of the successful bidder shall be retained

until the bidder has executed the agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten days of notice of award, the Commissioner of Public Works may annul the award, the bid security of that bidder shall be forfeited, and the City reserves the right to pursue any available remedies against the bidder. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be returned after the Commissioner of Public Works has made an award to the lowest responsible bidder.

C. Modification and Withdrawal of Bids:

Bidders are expected to examine the invitation to bid, drawings, specifications and all instructions pertaining to services described herein. A bidder may withdraw a bid because of error, omission or mistake at any time before the opening of the bids. In such case, the bid shall be returned unopened, and the bidder shall not be entitled to bid on the contract unless it is re-advertised and re-let.

After bid opening, a bidder may only withdraw or correct a bid if the bidder meets the requirements of Wisconsin state statute 66.0901(5).

D. Acceptance or Rejection of Bids:

1. The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work is unreasonably high. The Commissioner further reserves the right to reject the bid of: any bidder who in the judgment of said Commissioner is incompetent or otherwise unreliable for the performance of the work bid; or who shall previously has willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof; or who shall has willfully or negligently failed to enter into a contract with satisfactory surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids.
2. The CONTRACTOR shall submit with the executed contract the required performance and payment bonds and proof of required insurance coverage within ten (10) days after contract award notification.

E. Late Bids:

Bidders are cautioned to allow ample time for transmittal of the bid by mail, hand delivery, courier, or other means by the bid deadline **on Friday, March 7, 2014 at 10:30 AM** to Frank P. Zeidler Municipal Building, 841 N. Broadway, Room

506, Milwaukee, Wisconsin 53202 Faxed bids are not permitted. Bids received after the due date and time will be rejected.

F. Contract Administrator:

Whenever used herein and for purpose of administering any contract resulting from this invitation to bid, the contract administrator shall be:

Ms. Bambi Birenbaum, Parking Operations Coordinator  
City of Milwaukee – Department of Public Works  
841 N Broadway, Room 501  
Milwaukee, WI 53202  
(414) 708-2296  
Bambi-Lynn.Birenbaum@milwaukee.gov

G. Site Inspection:

Submission of a bid for any project(s) shall imply that the bidder has examined the sites of work upon which he/she is bidding and is aware of any existing and probable conditions under which bidder will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of any bidder to have examined the site(s). Bidders who wish to be shown representative work within the work area may do so by contacting the Contract Administrator by no later than 12:00 noon on Thursday, February 27, 2014.

H. Bid Form Exhibit “A-1”, Inventory of Equipment:

CONTRACTOR shall complete and submit, “Exhibit A-1 -Inventory of Declared Equipment” for each bid area. This document shall list the quantity, make, year, and type of equipment that is committed for continuous use during the term of this contract for each type of service, i.e., snow plowing and lawn care/ trash removal.

I. Small Business Enterprise (SBE) Subcontracting Commitment

The City of Milwaukee Ordinance requires that certified SBEs be utilized for 25% of the total dollars annually expended through prime contracts. If the CONTRACTOR is not a Small Business Enterprise certified (SBE) contractor, the PRIME CONTRACTOR must use subcontractors that are certified SBEs for up to twenty-five percent (25%) of the value of each bid. For purposes of this contract, CONTRACTOR shall contract for a minimum value of contract with subcontractors as follows: **25% Small Business Enterprise (SBE).**

See Exhibit A at end of document related to SBE provisions for further explanation.

J. Residency Preference Program

The contractor agrees to pay all workers employed by the contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than \$9.39 per hour [city clerk to change amount in accordance with adjustment each March 1]. The contractor agrees to make a sworn report or affidavit, within 10 days following the contractor's completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report or affidavit from every subcontractor employed by the contractor, to the department of public works regarding every person employed on or under this contract or subcontract. Such affidavit or report shall include, but not be limited to for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and pension trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than \$9.39 per hour [city clerk to change amount in accordance with adjustment each March 1] and that there has not been nor is to be any rebate or refund of any part of said wages by the employee to the employer.

If any documents submitted to the department of public works by the contractor contain any false, misleading or fraudulent information, or if the contractor fails to comply with the provisions of s. 310-13 of the Milwaukee code of ordinances, the department may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the contractor the right to participate in bidding on future city contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

Residency Preference Program commitment is 40%. Refer to residency program guidelines as set in this contract.

IV. DAMAGE TO PROPERTY:

- A. The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.
- B. The CONTRACTOR shall be responsible for the replacement of any plantings or other property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated maintenance activities. In such case, the Contract Administrator shall specify when replacement is to be made.

V. **LIABILITY AND INSURANCE REQUIREMENTS:**

A. Protection Against Liability:

CONTRACTOR covenants and agrees that CONTRACTOR shall save and indemnify and keep harmless the City against all liability, judgments, costs, and expenses which may in any way come against the City in consequence of the granting of the contract or which in anyway results from the carelessness or neglect of the CONTRACTOR or the agents, employees, or workers of the CONTRACTOR or subcontractors in any respect whatever, and in every such case where judgment is recovered against the City by reason of the carelessness or negligence of the CONTRACTOR or the CONTRACTOR's agents, employees, workers, or subcontractors, such judgments shall be conclusive against the CONTRACTOR, not only as to the amount of damages, but as to CONTRACTOR's liability to the City.

Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract. CONTRACTOR will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs, and expenses which may be claimed against the City in consequence of the granting of this contract to said CONTRACTOR or which may result from the carelessness or neglect of said CONTRACTOR or the agents, employees or workmen of said CONTRACTOR in any respect whatever. If judgment is recovered whether in suits of law or in equity against the CITY by reason of the carelessness, negligence, or by acts of commission of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorney's fees or other expenses resulting there from.

Each CONTRACTOR must furnish to the DPW-PARKING prior to the start of work, certificates of insurance which confirm that the CONTRACTOR has the types and amounts of insurance referenced below. The CONTRACTOR shall require all of its subcontractors to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subcontractors. The CONTRACTOR is fully responsible for assuring subcontractor compliance with all the insurance requirements specified herein.

B. Insurance Requirements

Contractor shall secure and maintain throughout the duration of the contract insurance of such types and in such amounts as may be necessary to protect contractor and the interests of the City against all hazards or risks of loss hereinafter specified. The form and limits of such insurance together with the underwriter thereof in each case shall be required to be acceptable to the City; but regardless of any City review, it shall be the responsibility of the contractor to

maintain adequate insurance coverage at all times. Failure of contractor to maintain adequate coverage shall not relieve contractor of any contractual responsibility or obligation. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on the contract.

Should the policies described below be cancelled prior to the expiration thereof, the issuing company shall mail 30 days written notice to the certificate holder in advance of cancellation. Language indicating this must be written in the cancellation paragraph. The City of Milwaukee must be named on the certificate. For questions about the insurance requirements, call Barb Tribble at 414-286-3309 in the Department of Public Works' contract office.

1. Workers' Compensation and Employer's Liability

This insurance shall protect contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees that for any reason may not fall within the provision of a worker's compensation law. The liability limits shall not be less than the following:

Workers' Compensation	Statutory Employer's Liability	
Bodily injury by accident	Each accident	\$100,000
Bodily injury by disease	Each employee	\$100,000
Bodily injury by disease	Policy limits	\$500,000

2. Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect contractor and the City against all claims for injuries to the public and damage to property by others arising from contractor's use of motor vehicles and shall cover operation on or off-site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than the following:

Bodily injury	Per occurrence:	\$500,000
Property damage	Per occurrence:	\$500,000

3. General Liability

The insurance shall be written on a commercial general liability form which shall protect contractor and the City for those sums. Contractor becomes legally obligated to pay as damages because of bodily injury, personal injury or property damage. The limits applicable to the commercial general liability policy shall not be less than the following:

Bodily injury/property damage	Each occurrence: \$1,000,000
	Aggregate: \$1,000,000
Personal injury	Per person: \$1,000,000
	Aggregate: \$1,000,000

The insurance may also be written on the comprehensive general liability form. Comprehensive general liability limits shall not be less than the following:

Bodily injury	Occurrence: \$1,000,000
Property damage	Occurrence: \$1,000,000
Personal injury	Aggregate: \$1,000,000

4. Umbrella

This insurance shall be written to protect contractor and the City against all claims in excess of the underlying general liability; automobile and workers' compensation coverage. The umbrella limits shall not be less than the following:

Limit of liability	Aggregate: \$2,000,000
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The agreement must cover errors and omissions including loss, costs and expenses which result from the operations of the service provider. If claims are made, the coverage must be continued for the duration of the contract or for a period of time after the contract completion date as required by the city.

**Notice:** All policies shall provide not less than thirty (30) days notice of material change, termination or cancellation and shall require written notice by registered mail to the City of Milwaukee, Department of Public Works.

Attention: City of Milwaukee  
DPW Contract Office  
841 N Broadway, Room 506  
Milwaukee, WI 53202

**VI. AWARD OF CONTRACT AND BONDING REQUIRMENTS:**

A. Performance Bond Required: The successful bidder shall submit to DPW-Parking at the time of execution of the contract, a performance bond in an amount equal to \$50,000 per project area bid. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact.

B. Payment Bond:

The successful bidder shall submit to DPW-Parking at the time of execution of the contract, a payment bond in an amount equal to \$25,000 per project area bid. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact.

C. Non-Appropriation:

City shall be bound hereunder only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract, then City shall immediately notify the successful Bidder of such occurrence and this contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

**VII. INSPECTION:**

All work shall be subject to inspection and examination by DPW-Parking at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. DPW-Parking shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge to the DPW- Parking.

Such inspection shall not relieve the contractor from any obligation to monitor performance of the work in accordance with the contract specifications.

Notice of unsatisfactory work shall be provided in writing.

**VIII. LIQUIDATED DAMAGES FOR WORK NOT PERFORMED:**

In the event the CONTRACTOR fails to execute the work with such diligence as to ensure its completion in accordance with the work requirements, DPW Parking may terminate the contract for lack of compliance. If this were to occur, the performance bond will be used to pay for a successor contractor.

**IX. CHANGES IN WORK:**

DPW Parking may make changes to the scope of the contract. Such additions or deletions shall not invalidate the contract nor shall such changes relieve the CONTRACTOR from any of the CONTRACTOR'S obligations under the contract or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the unit bid price as a result of this change, unless by mutual agreement between both parties.

Except for the purpose of affording protection against any emergency endangering life or property, the CONTRACTOR shall make no change in the specified work without a written notice from DPW-Parking authorizing the change.

**X. SERVICE CONTRACT WAGES:**

- A. The CONTRACTOR shall comply with Chapter 310-13 of the Milwaukee Code of Ordinances regarding the minimum living wage to be paid to all workers performing services as specified in this official notice 10-2014. Adherence to a minimum requirement is mandatory for all Department of Public Works' service contracts.

The CONTRACTOR agrees to prepare and submit an affidavit, **Form J**, within ten days following CONTRACTOR's completion of the contract, and to procure and submit a like affidavit to the Department of Public Works from every subcontractor employed by the CONTRACTOR regarding every person employed on or under this contract or subcontract. Said affidavits shall certify that each and every employee has been paid in the full amount of not less than \$9.39 per hour and that there has not been nor it to be any rebate or refund of any part of said wages by the employee to the employer.

- B. On March 1, 2014, the minimum hourly rate shall be adjusted to the amount required to produce for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. CONTRACTOR's wages must be increased annually to meet any changes indicated by the CITY.

See Exhibit B for service contract wage provisions.

**XI. INVOICING:**

- A. DPW Parking will authorize payment subject to the terms and conditions of the contract upon receipt of an invoice from the CONTRACTOR.

The CONTRACTOR shall submit invoices monthly in a timely manner, including all documentation and forms as required. Final payment is predicated upon services performed as deemed acceptable by the DEPARTMENT.

- B. It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45<sup>th</sup> day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract).

See Exhibit C for prompt payment policy ordinance.

If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor within 7 days of receipt of payment from the City or 7 days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later, and that if the prime contractor fails to make payment within 7 days, the CONTRACTOR shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8<sup>th</sup> calendar day. Reference Common Council File No. 101137 adopted January 2011.

- C. Invoices shall be subject to adjustment for **work not performed, untimely performance, and damages**, if any, for which CONTRACTOR is liable. DPW- Parking shall retain adjustments for damages until such time as the actual cost of the adjustment can be determined.

- D. Contractor must invoice the City monthly beginning with the signed date of this contract through October 1<sup>st</sup> for the lawn services and November 1<sup>st</sup> and continuing through April 1<sup>st</sup> for snow plowing. If snow occurs before or after these dates, the contractor will undertake whichever landscaping services is required and there will be no additional payments made.

**XII. VEHICLE/EQUIPMENT RESPONSIBILITY:**

The CONTRACTOR assumes all responsibility to observe all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

**XIII. RIGHT OF THE CITY TO TERMINATE CONTRACT:**

In the event of default by the contractor or if this contract is assigned without the written consent of the City, or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed, or that the contractor is violating any of the conditions of this contract, or that the contractor is executing the contract in bad faith or otherwise not in accordance with the terms of said contract, then the Commissioner may serve written notice upon the contractor and his/her surety of the City's intention to terminate this contract in 48 hours.

If during the term of this contract or extension thereof, the contractor or any of its duly elected officers if a corporation is charged in a warrant with a felony, the Commissioner acting on behalf of the City of Milwaukee shall reserve the right to suspend the operation of the contractor under this contract pending the determination of such criminal action, if the Commissioner deems if necessary for the best interests of the City.

**XIV. GENERAL CONDITIONS:**

**A. Inclement Weather/Holidays:**

In the event of inclement weather during a mowing cycle, CONTRACTOR must mow all locations on the first day following the end of the inclement weather. Failure to do so may result in contract termination.

The CITY recognizes New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day, and Christmas Day. All holidays granted by the Contract Administrator shall be time extensions only, and shall not entitle the CONTRACTOR to any additional compensation for any reason.

**B. Company Personnel Standards and Resource Commitment:**

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

The CONTRACTOR shall use all reasonable care consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. DPW Parking retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of the contract administrator shall be considered a breach of contract, and subject to termination.

- XV. MAINTENANCE OF EQUIPMENT:** All trucks, plows and equipment covered by these specifications shall remain the property of the contractor and shall be fully maintained in good working order by the contractor at his/her own expense.

The contractor shall furnish all fuel and oil required, shall maintain the equipment in good repair, and shall be responsible for all costs incurred due to equipment breakdown and abuses which may occur while in service for plowing and /or salting.

- XVI. SUPERVISION OF WORK:** Continuous supervision of all operations of work including subcontractors shall be provided by the contractor. The contractor shall designate a representative in charge who shall be fully authorized to act for the contractor and to receive orders from the Commissioner or his designee for the proper execution of the work or notices in connection therewith. Upon award of contract, the contractor shall deliver a list of the representatives in charge and telephone numbers to the Commissioner's designee and any subsequent changes shall be promptly reported. Representatives of the parking section of the Department of Public Works will monitor plowing, salting, and/or snow removal work and verify work hours and completion operations.

**XVII. CHANGES IN CONDITIONS:** At any time without notice to the surety, the Commissioner may make any changes in the work by written order within the general scope of the contract, including but not limited to:

Manner of performance or procedure  
Direction and instructions; and  
Employee qualifications

No such written order shall be construed to entitle the contractor to any claim for adjustment in rates or equity.

**XVIII. COMMUNICATIONS:** Contractor shall provide the City of Milwaukee with a telephone number that shall be staffed during City business hours between 8:00a.m. and 5:00 p.m. In addition, contractor will provide the City with off-business hours telephone numbers. All telephones are to be staffed by contractor or his employees. Contractor shall respond to all contacts by City personnel with thirty (30) minutes of calls to contractor.

When City staff attempt to make initial contact with contractor for service and if contractor fails to answer or return calls to City staff within one (1) hour, the City at its discretion may utilize other contractors or City shall undertake the work required. This would be considered a default of the contract and all sanctions available to the City may be applied against the contractor including and up to termination of the contract.

**XIX. RESPONSIBILITY:** The contractor shall be responsible for any service, damage, loss of contents, components, accessories, or attachments while vehicles are in service under this contract.

**XX. CONTRACTOR'S BID SUBMITTAL CHECKLIST:**

A. Bidders are required to sign and complete the following five documents and submit them together with their bid security per project area for bid to be considered for award.

- Acknowledgement Page
- Binding Signature Page
- Non Collusion Affidavit
- Disclosure of Ownership
- Bid Security Cashier/certified check, cash or bid bond **for each project area bid**

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

B. Forms below are to be submitted by CONTRACTOR to whom contract is awarded prior to commencement of contract:

- SBE Form "A": **(This form should list the name(s) and address(s) of the City certified SBE subcontracting firms that will be doing some of the work and the percentage of the work performed. The City certified subcontractor also needs to sign this document in the appropriate column. If the prime CONTRACTOR is 100% certified, the prime CONTRACTOR'S name and address should be listed here.)** This form may be completed with bid package or within 3 days of notice of low bid acceptance.
- Slavery Disclosure Affidavit of Compliance
- Substance Abuse Prevention Requirements
- Certification Regarding Suspension and Debarment
- Exhibit A-1 Equipment Inventory Form

**C. Forms below are to be submitted throughout term by contractor to whom contract is awarded**

- Form D: SBE Monthly Report
- Form E: SBE Subcontractor Payment Certification (attach to Final Form D)
- Form I: Residents Preference Program
- Form J Prime Affidavit for Wage Requirement Compliance
- Form J-1 Subcontractor Affidavit for Wage Requirement Compliance
- Form DPW-6 Contractors Time Report

# **Sample**

**[www.nws.noaa.gov/climate/index.php?wfo=mkx](http://www.nws.noaa.gov/climate/index.php?wfo=mkx)**

## **Website Usage and Explanation of Preliminary Monthly Climate Data Sheets**

weather.gov



# National Weather Service Forecast Office

## Milwaukee/Sullivan



Home News Organization Search for:  © NWS ○ All NOAA

Local forecast by "City, St"

As part of its ongoing efforts to improve service to the public, The National Weather Service has released a local 3-month temperature outlook. Access the product for your area here. Please click here to complete the feedback survey.

Current Hazards  
Watches / Warnings  
Outlooks

- 
- 
- 
- 
- 
- 
- 

Submit Report  
Current Conditions

### Observed Weather Reports

Observations  
Radar  
Satellite Images  
Snow Cover  
Snowfall Analysis  
Precip Analysis

1. Product »

- Daily Climate Report (CLI)
- Preliminary Monthly Climate Data (CF6)
- Record Event Report (RER)
- Monthly Weather Summary (CLM)
- Regional Summary (RTP)
- State Summary (Temp/Precip)

2. Location »

- 
- 
- 
- 
- 
- 
- 

3. Timeframe »

- Most Recent
- Archived Data:
  - 
  - 
  - 
  - 
  - 
  -

4. View »

Forecasts  
Forecast Discussion  
Activity Planner  
Aviation  
Fire Weather  
Marine  
Severe Weather  
Hurricane Center

Storm Event Database (SPC)  
Storm Data (NCDC)

Hydrology  
Rivers & Lakes  
Climate  
Local  
National  
More...

#### Product Description:

PRELIMINARY MONTHLY DATA (CF6) - updated frequently:  
Daily weather statistics for the month, including temperatures, precipitation, degree days, wind and sky cover. In addition, monthly statistics such as average temperatures and departures from normal, degree days, and rainfall are also included. This product is available for up to 5 years.

Drought Info  
Weather Safety  
Preparedness  
Weather Radio  
Storm Ready  
SkyWarn™  
Additional Info  
Other Useful Links  
Education  
Resources  
Coop Observer  
Top News Archive  
Our Office

Milwaukee/Sullivan Weather Forecast Office  
N3533 Hardscrabble Road  
Dousman, WI 53118  
Tel: (262) 965-2074  
Ask Questions/Webmaster  
Page last modified: 8-Dec-2008 7:29 PM

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Explanation of the Preliminary Monthly Climate Data (F6) Product

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <http://www.ncdc.noaa.gov>.

**WFO Monthly/Daily Climate Data**

000  
 CXUS53 KMKX 300653  
 CF6MKE  
 PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: MILWAUKEE WI  
 MONTH: JANUARY  
 YEAR: 2014  
 LATITUDE: 42 57 N  
 LONGITUDE: 87 54 W

TEMPERATURE IN F:					:PCPN:		SNOW:		WIND			:SUNSHINE:		SKY		:PK WND		
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
									12Z AVG MX 2MIN									
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR
1	19	5	12	-11	53	0	0.13	4.9	8	12.8	21	70	M	M	10	189	23	60
2	19	3	11	-12	54	0	0.05	2.2	10	12.7	20	50	M	M	6	9	22	310
3	19	-4	8	-15	57	0	0.00	0.0	9	12.4	26	190	M	M	3	89	36	180
4	30	13	22	-1	43	0	0.03	0.3	8	13.7	29	230	M	M	8	19	38	210
5	22	-4	9	-13	56	0	T	T	8	15.4	26	310	M	M	10		35	310
6	-4	-13	-8	-30	73	0	T	T	8	17.4	26	300	M	M	3	89	36	280
7	1	-14	-6	-28	71	0	0.00	0.0	8	9.9	17	260	M	M	3		22	260
8	11	-6	3	-19	62	0	0.00	0.0	8	4.4	12	290	M	M	3		14	290
9	25	-9	8	-14	57	0	T	T	8	4.9	15	160	M	M	5	18	18	150
10	39	24	32	10	33	0	0.48	T	7	9.9	20	160	M	M	10	126	24	150
11	38	30	34	12	31	0	0.01	0.0	6	12.2	22	280	M	M	9	1	31	280
12	40	26	33	11	32	0	0.00	0.0	5	12.4	23	190	M	M	8	1	30	200
13	44	27	36	14	29	0	0.00	0.0	5	7.9	18	300	M	M	5		24	280
14	35	19	27	5	38	0	0.08	2.3	4	13.9	26	310	M	M	8	189	35	300
15	19	12	16	-6	49	0	T	0.2	6	12.4	22	320	M	M	6	9	31	300
16	33	18	26	4	39	0	0.05	0.8	5	14.6	23	210	M	M	8	168	29	190
17	22	10	16	-6	49	0	T	0.7	5	11.3	20	280	M	M	7	1	26	290
18	24	8	16	-6	49	0	0.03	0.5	6	5.3	14	290	M	M	7	1	17	290
19	34	11	23	1	42	0	0.00	0.0	6	12.7	26	250	M	M	6	8	35	240
20	33	6	20	-2	45	0	0.01	0.7	6	13.0	23	350	M	M	10	169	29	10
21	10	0	5	-17	60	0	T	T	7	11.3	24	350	M	M	4		33	330
22	14	0	7	-15	58	0	0.02	0.9	6	12.0	23	300	M	M	7	89	37	300
23	11	-4	4	-18	61	0	T	T	7	14.3	23	320	M	M	3	8	31	300
24	28	-7	11	-11	54	0	0.04	1.0	7	20.3	37	220	M	M	7	19	48	220
25	30	5	18	-4	47	0	0.04	0.5	8	15.0	28	320	M	M	4	189	38	320
26	26	5	16	-6	49	0	0.13	4.3	9	11.5	31	300	M	M	10	189	46	310
27	6	-8	-1	-23	66	0	0.00	0.0	11	17.0	28	300	M	M	2	9	35	300
28	2	-12	-5	-27	70	0	0.00	0.0	10	12.9	21	240	M	M	0		28	260
29	22	-2	10	-12	55	0	0.00	0.0	9	12.6	21	210	M	M	2		30	210

SM 652 139 1482 0 1.10 19.3 356.1 M 174  
 =====  
 AV 22.5 4.8 12.3 FASTST M M 6 MAX (MPH)  
 MISC ----> # 37 220 # 48 220  
 =====

## NOTES:

# LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: MILWAUKEE WI  
 MONTH: JANUARY  
 YEAR: 2014  
 LATITUDE: 42 57 N  
 LONGITUDE: 87 54 W

## [TEMPERATURE DATA]

AVERAGE MONTHLY: 13.6  
 DPTR FM NORMAL: -8.5  
 HIGHEST: .44 ON 13  
 LOWEST: -14 ON 7

## [PRECIPITATION DATA]

TOTAL FOR MONTH: 1.10  
 DPTR FM NORMAL: -0.55  
 GRTST 24HR 0.49 ON 10-11  
 SNOW, ICE PELLETS, HAIL  
 TOTAL MONTH: 19.3 INCHES  
 GRTST 24HR 4.9 ON M  
 GRTST DEPTH: 11 ON 27

## SYMBOLS USED IN COLUMN 16

1 = FOG OR MIST  
 2 = FOG REDUCING VISIBILITY  
 TO 1/4 MILE OR LESS  
 3 = THUNDER  
 4 = ICE PELLETS  
 5 = HAIL  
 6 = FREEZING RAIN OR DRIZZLE  
 7 = DUSTSTORM OR SANDSTORM:  
 VSBY 1/2 MILE OR LESS  
 8 = SMOKE OR HAZE  
 9 = BLOWING SNOW  
 X = TORNADO

## [NO. OF DAYS WITH]

MAX 32 OR BELOW: 21  
 MAX 90 OR ABOVE: 0  
 MIN 32 OR BELOW: 29  
 MIN 0 OR BELOW: 13

## [WEATHER - DAYS WITH]

0.01 INCH OR MORE: 13  
 0.10 INCH OR MORE: 3  
 0.50 INCH OR MORE: 0  
 1.00 INCH OR MORE: 0

## [HDD (BASE 65) ]

TOTAL THIS MO. 1482  
 DPTR FM NORMAL 240  
 TOTAL FM JUL 1 4215  
 DPTR FM NORMAL 413

CLEAR (SCALE 0-3) 6  
 PTCLDY (SCALE 4-7) 15  
 CLOUDY (SCALE 8-10) 8

## [CDD (BASE 65) ]

TOTAL THIS MO. 0  
 DPTR FM NORMAL 0  
 TOTAL FM JAN 1 0  
 DPTR FM NORMAL 0

[PRESSURE DATA]  
 HIGHEST SLP M ON M  
 LOWEST SLP 29.39 ON 26

## [REMARKS]

**Exhibit A:**  
**Small Business Enterprise (SBE)**  
**Provisions**

**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](http://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%

Rev. 5-2013  
SBE provisions 5-13

**Exhibit B:**  
**Service Contract Wage**  
**Requirement Provisions**

**Department of Public Works  
City of Milwaukee  
Service Contract Wage Requirement Provisions**

I. General

- A. In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a minimum wage requirement is mandatory for all Department of Public Works' Service Contracts. The ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a service contract, as defined in II B herein, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 per hour. **On March 1, 1996, and each March 1 thereafter, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.**
- B. The Contractor agrees to prepare and submit an affidavit, Form J, within ten days following the Contractor's completion of the contract, and to procure and submit a like affidavit from every subcontractor employed by the contractor to the Department of Public Works regarding every person employed on or under this contract or subcontract. Said affidavits shall certify that each and every employee has been paid in full the amount of not less than **\$9.39** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- 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 fake, misleading or fraudulent information or if the contractor or subcontractor fails 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, suspend, or cancel the contract in whole or in part.
  3. After due process, consider debarment of the contractor from bidding for a one-year period after the first violation and for a three-year period after the second.
  4. Any other remedy available to the City at law or in equity.

**Department of Public Works  
City of Milwaukee  
Service Contract Wage Requirement Provisions**

**II. Definitions**

- A. Professional Service Contract – any contract in which the majority of workers engaged in the performance of the contract perform work which:
1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor.
  2. Requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.
- B. Service Contract – any contract with the City for the provision of service to any City department or agency with a budget under the control of the Common Council which has a value exceeding \$5,000.00. Each bid specification or request for proposal (RFP) will be reviewed and a determination made as to whether the proposed contract constitutes a service contract. A service contract does not include any contract which involves the purchase of goods, a professional service contract, a Department of Public Works' contract regulated under S 309-25, a contract administered by the Office of Community Block Grant Administration (CDBG), or a contract with the Milwaukee Public Schools.

**III Service Contract Utilization Requirements**

- A. For every service contract as defined in II B above, the minimum hourly wage specified in I B above shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.
- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.
- C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.

**Department of Public Works  
City of Milwaukee  
Service Contract Wage Requirement Provisions**

D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeal's 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 Equal Opportunities Disadvantaged Business Enterprise to be held within five (5) days of receipt of the appeal. The Committee shall have the 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.

**Exhibit B1:**  
**Residents Preference Program**

**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 a minimum % of WORKER HOURS 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.
- 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 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 three organizations 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.
1. Milwaukee Urban League, located at 435 West North Avenue, Milwaukee, WI 53212. Telephone number 414-374-5850 Ext. 103, fax number 414-374-1995.
  2. 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 Emerging 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.

**Exhibit C:**  
**Prompt Payment Ordinance**

## **NOTICE TO CONTRACTORS**

Effective immediately, the City of Milwaukee has adopted an ordinance relative to Prompt Payment as follows:

2.9.16.b) It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

## **Project 2: 23 North Side Lots**



**BID**  
**Official Notice No. 10-2014**  
**February 10, 2014**  
**Landscape Services and Snow Removal for**  
**City of Milwaukee Parking Lots**

**Project No.2**

For furnishing labor, materials and equipment necessary and required as described on the drawings and in the written specifications for mowing, trash and debris removal, weeding and mulching, snowplowing, and salting of City of Milwaukee off-street parking lots and surrounding sidewalks at the following locations:

**PROJECT 2**

1. N Bremen St and E Locust St - northeast corner (900 E Locust St)
2. N Downer Av and E Park Pl - northwest corner (2530 E. Park Pl)
3. N Farwell Av and E Thomas Av - south side of E Thomas Av between N Murray Av and N Farwell Av (2353 N. Farwell Av)
4. South side of E North Av, east of N Farwell Av (1915 East North Av)
5. N Arlington Pl, directly north of E Brady St (1720 N. Arlington Pl)
6. N 13<sup>th</sup> St, south of W Vliet St - east side (1335 N. 12<sup>th</sup> Lane)
7. N 13<sup>th</sup> Street, south of W Vliet St - west side (1332 N. 14<sup>th</sup> St)
8. E of N Martin Luther King Dr, between N 4<sup>th</sup> and N 5<sup>th</sup> Streets (3332 N 5<sup>th</sup> St)
9. S of East North Avenue and Martin Luther King Drive (2231 N. Martin Luther King Jr. Drive.)
10. N 29<sup>th</sup> St, north of W Vienna St (3814 N. 29<sup>th</sup> Street)
11. N 36<sup>th</sup> St, north of W Villard Av (5221 N. 36<sup>th</sup> St)
12. N 36<sup>th</sup> St and W Burleigh St at Fond Du Lac Av.- northeast corner (3500 W. Burleigh Av.)
13. N Fond du Lac Av and W Meinecke St - northeast corner (2338 W. Fond Du Lac Av.)
14. N 26<sup>th</sup> St to N 27<sup>th</sup> St, south of W North Av (2239 N. 26<sup>th</sup> St)
15. N 34<sup>th</sup> St. south of W North Av - (including east & west alley and spaces to N 35<sup>th</sup> St) (2239 N. 34<sup>th</sup> St.)
16. N 36<sup>th</sup> St, south of W North Av (2233 N. 36<sup>th</sup> St)
17. N 37<sup>th</sup> St, south of W North Av (2233 N. 37<sup>th</sup> St)
18. *N 49<sup>th</sup> St and W North Av (4830 W. North Av) (Contractor will not plow this lot: Contractor will only salt lot and will plow and salt sidewalk)*
19. West side of N 35<sup>th</sup> St, south of W Lisbon Av (1805 N. 35<sup>th</sup> St)
20. N 30<sup>th</sup> St and W. Vine St (1859 N. 30<sup>th</sup> St)
21. West Side of N 32<sup>nd</sup> St, south of W. Vliet (1337 N. 32<sup>nd</sup> St)
21. West side of N 27<sup>th</sup> St, south of W Wisconsin Av (625 N. 27<sup>th</sup> St)
23. N 28<sup>th</sup> Street to N 29<sup>th</sup> St, north of W. Clybourn St (527 N. 28<sup>th</sup> St)

**Note:** Should any lot be sold during the term of this contract, payment to contractor will be reduced proportionately, based on the number of spaces as a percentage of total spaces of all lots for this project.

**A. Annual cost to perform all landscape services on 23 parking lots and surrounding sidewalks as described in bid specifications:**

(Bid in figures) \$ \_\_\_\_\_

(Bid in words)

\_\_\_\_\_

**B. Annual cost to perform all snow services on 23 parking lots and surrounding sidewalks as described in bid specifications.**

(Bid in figures) \$ \_\_\_\_\_

(Bid in words)

\_\_\_\_\_

**LOW BID TO BE BASED UPON ARITHMETICALLY CORRECT LINE C.**

**C = Sum of A + B**

SUM OF A + B (in figures) \$ \_\_\_\_\_

SUM OF A + B (in words):

\_\_\_\_\_

\_\_\_\_\_

**Note: If there is an arithmetic error in total bid (C) above, the sum of the figures used in sections A & B will determine bid price.**

**D. COST PER SINGLE SNOW PLOW/REMOVAL/CLEAN-UP OPERATION WHEN ANNUAL SNOWFALL EXCEEDS 68 INCHES IN A SNOW SEASON. Note: Total amount listed for additional snow services cannot exceed the listed amount in section A above divided by 34. If bid amount in D does not conform, it will be adjusted downward per the note in this section.**

(Bid in figures) \$ \_\_\_\_\_

(Bid in words)

\_\_\_\_\_

**If there is a discrepancy between dollar figures and words, words will prevail.**

**Exhibit A-1:  
Equipment Inventory Form**

**Project 2**



# **Signature Page**

## **Project 2**

---

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

Rev. 2/2012

Official Notice No 10-2014

Project No. 2

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

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

Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
(City, State, Zip Code)



Signed per \_\_\_\_\_  
(Manual signature required)

**MUST BE SIGNED**

Official Capacity \_\_\_\_\_

BID DATED \_\_\_\_\_ M/W/S/BE Contractor: Yes/Designation: \_\_\_\_\_  
No \_\_\_\_\_

If a Corporation, answer the following:

Incorporated under laws of what state? \_\_\_\_\_

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

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

I, being first duly sworn at \_\_\_\_\_  
(City, State)

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



**MUST BE SIGNED**

Signature \_\_\_\_\_

\_\_\_\_\_  
(Title, if any)

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

Notary Public, \_\_\_\_\_ County

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

(Notary Signature)

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

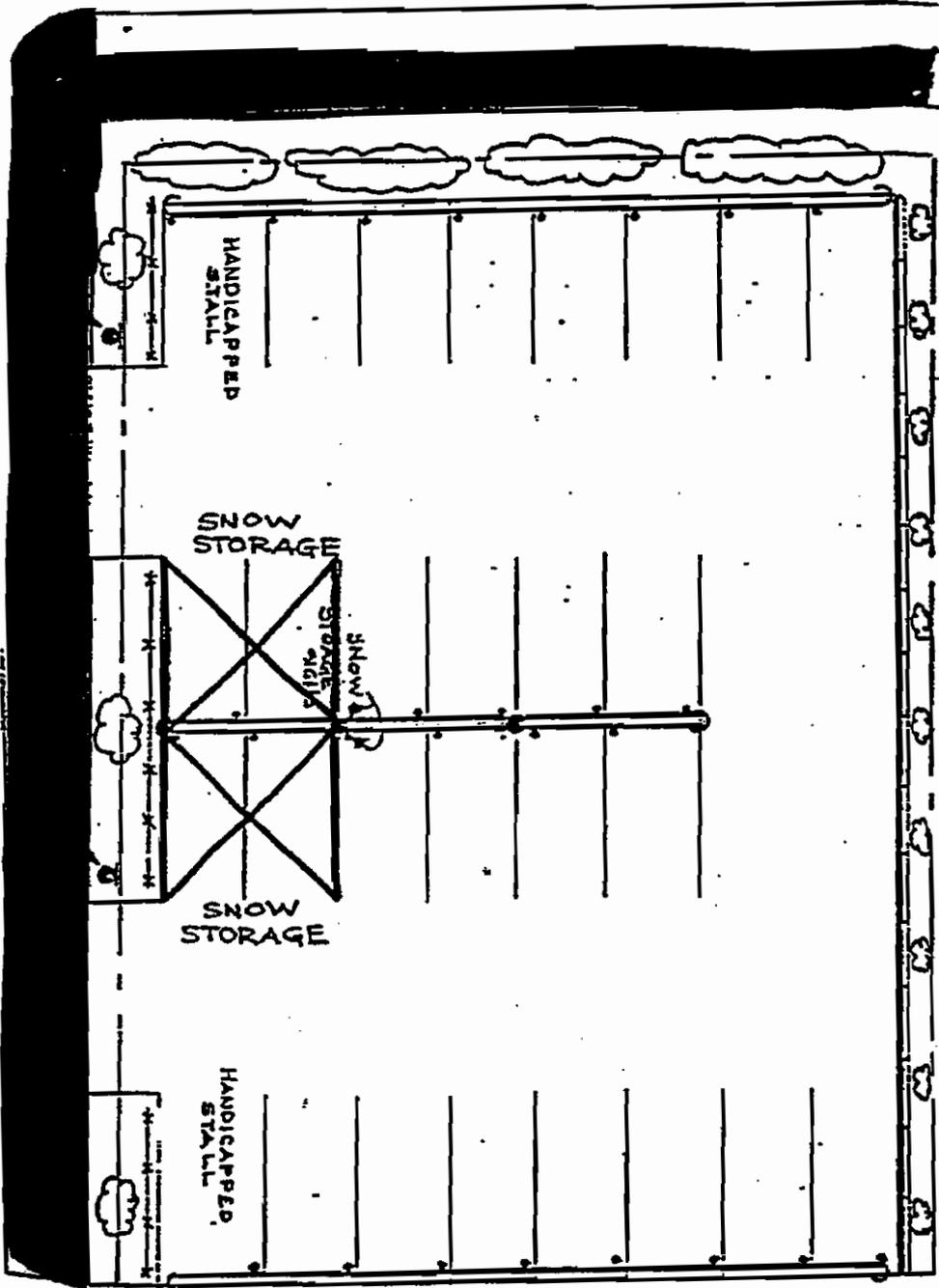
N. BREMEN

ST.

E.

LOCUST

ST.



BREMEN & LOCUST OFF-STREET PARKING LOT

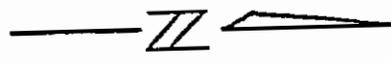
900 E. LOCUST ST.

CAPACITY - 28 CARS METERS-26

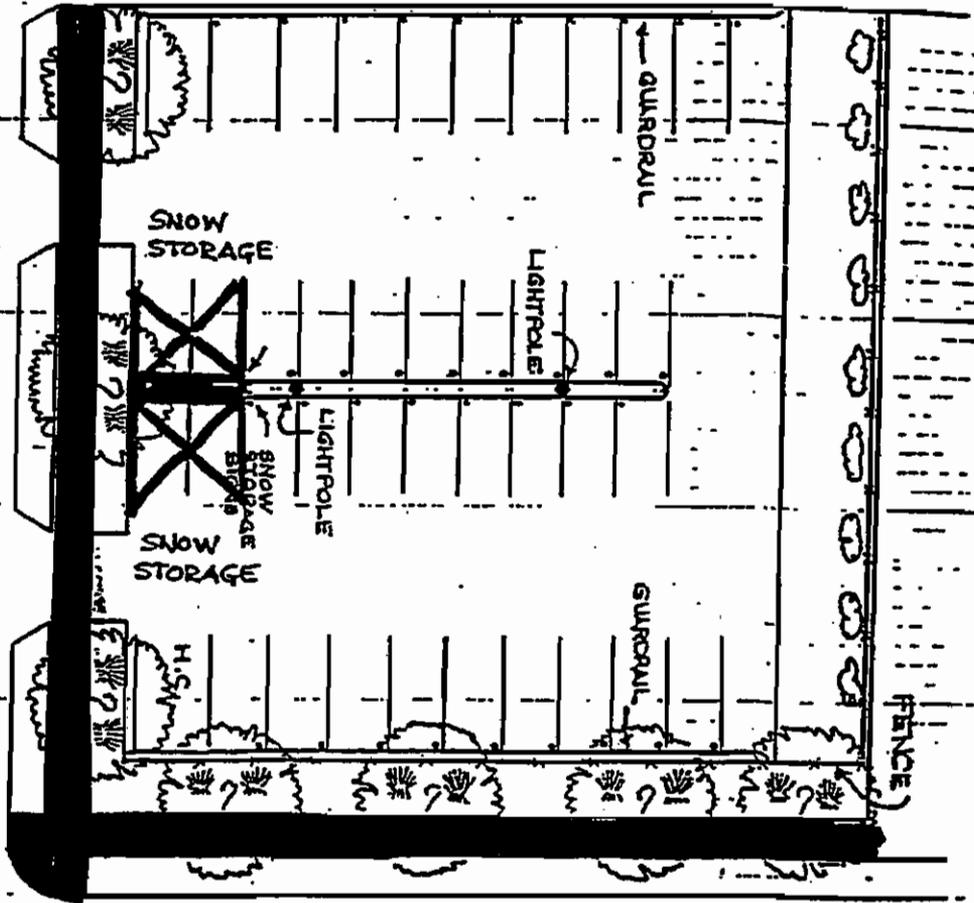
CITY OF MILWAUKEE - D.P.W. - PARKING DIVISION

ALLEY

SHADED WALKS  
MUST BE CLEARED  
OF SNOW



ALLEY



N. DOWNER AV.

SHADED WALKS  
MUST BE CLEARED  
OF SNOW

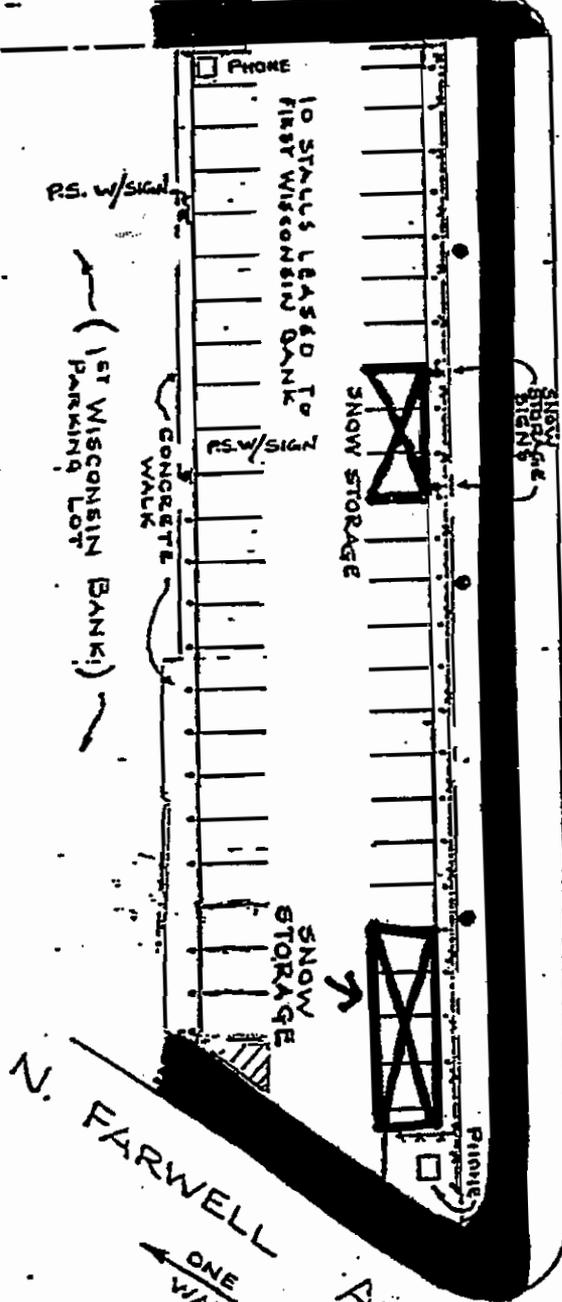
PARK PL.  
PARK PL.  
DOWNER & PARK OFF-STREET  
PARKING LOT

2530 E. PARK PL.

METERED BUSINESS LOT - CAPACITY 42 METERS - 41  
CITY OF MILWAUKEE - D.P.W. - PARKING DIV

N. MURRAY AVE.

E. THOMAS AVE.



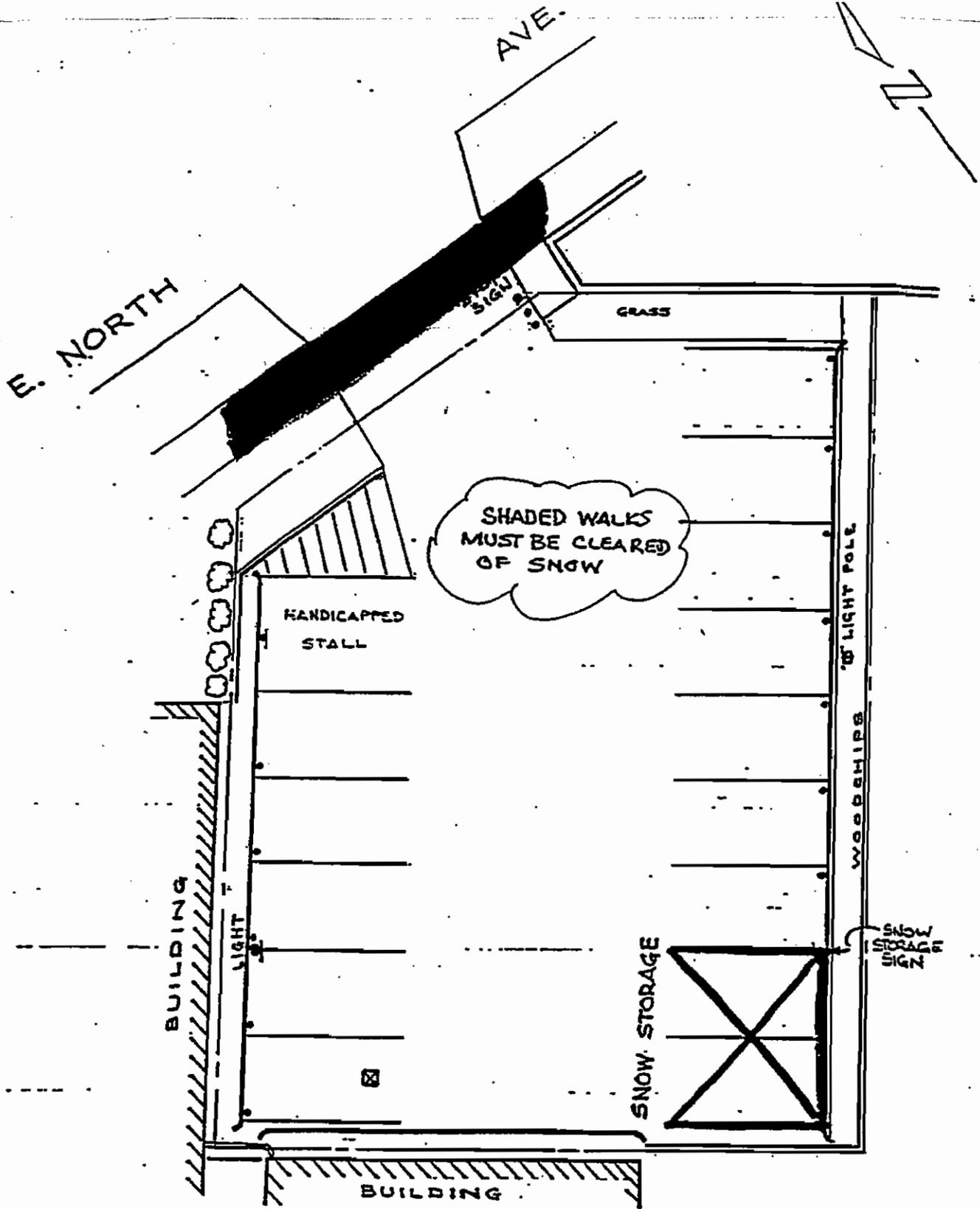
FARWELL & THOMAS OFF-STREET PARKING LOT

2353 N. FARWELL AVE. - CAPACITY 46

PARTIAL METERED AND LEASED PKG. LOT.

CITY OF MILWAUKEE - D.P.W. - PARKING DIVISION

MAR '01



FARWELL & NORTH OFF-STREET PARKING LOT  
1915 E. NORTH AVE.

METERED BUSINESS LOT  
CAPACITY - 15 (14 METERS)

CITY OF MILWAUKEE - D.P.W. - PARKING DIVISION

MAR. '91



N. ARLINGTON

PL.

ARLINGTON, BRADY & WARREN OFF STREET PARKING LOT  
BUSINESS PKG. LOT-CAPACITY 51

CITY OF MILWAUKEE-OPW-PARKING DIVISION

(E. BRADY

HC Sign (LA)

ST.)

HC Sign (RA)

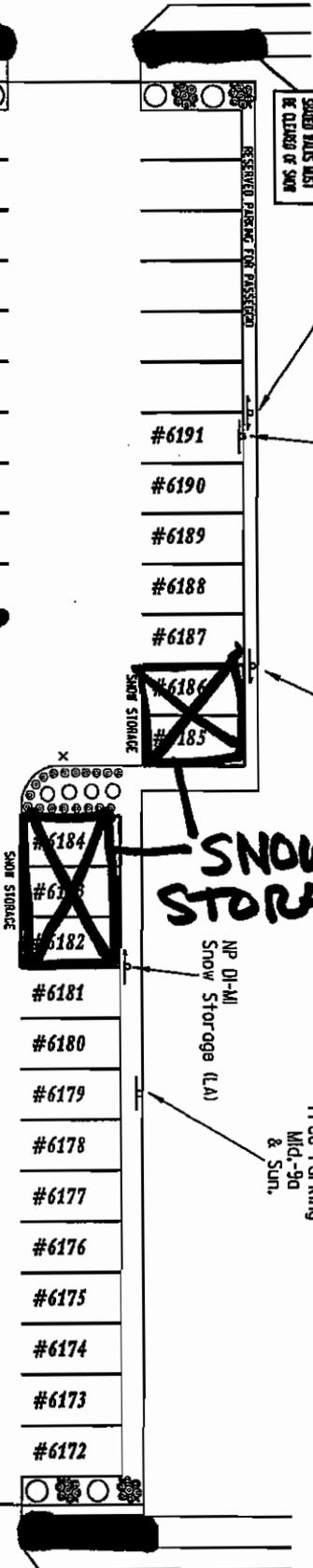
City of Milwaukee  
Public Parking Lot  
2HMP 90-Mid  
Free Parking  
Mid-90  
& Sun.

SHOED MUSTS MUST  
BE CLEARED OF SNOW

- #6145
- #6146
- #6147
- #6148
- #6149
- #6150
- #6151
- #6152
- #6153
- #6154

- #6155
- #6156
- #6157

- #6158
- #6159
- #6160
- #6161
- #6162
- #6163
- #6164
- #6165
- #6166
- #6167



N. WARREN

AVE.

N. ARLINGTON PL., E. BRADY ST. & N. WARREN AVE. OFF STREET PKG. LOT

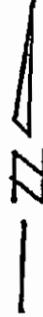
CITY OF MILWAUKEE			
DEPARTMENT OF PUBLIC WORKS - ADMINISTRATION			
PARKING OPERATIONS, MILWAUKEE, WISCONSIN			
PLAN OF: ARLINGTON, BRADY & WARREN OFF STREET PKG.			
DESIGNED BY	DATE:	SCALE	1/4 SEC.
DRAWN BY	DATE: 7-9-02	1" = 20'	355
REVISED:	DATE: 3-02	PLOT DATE:	DATE:
FILE: D097LEMAN			

W. VLIET

ST.

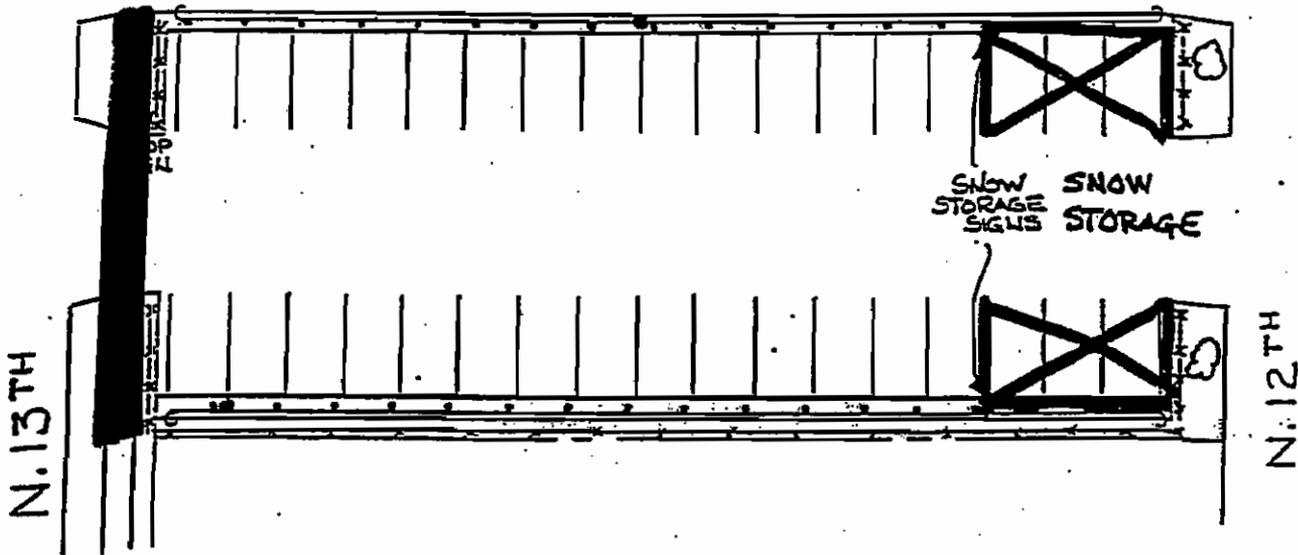
ST.

SHADED WALKS  
MUST BE CLEARED  
OF SNOW



LN.

ALLEY



CAPACITY - 34

N. 13<sup>TH</sup> & VLIET (EAST) OFF-STREET  
PARKING LOT

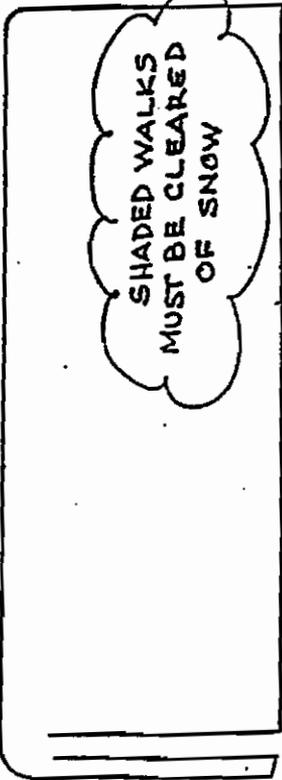
1335 N. 12<sup>TH</sup> LANE

METERED LOT

CITY OF MILWAUKEE - D.P.W. - PARKING DIV.

W. VLIET

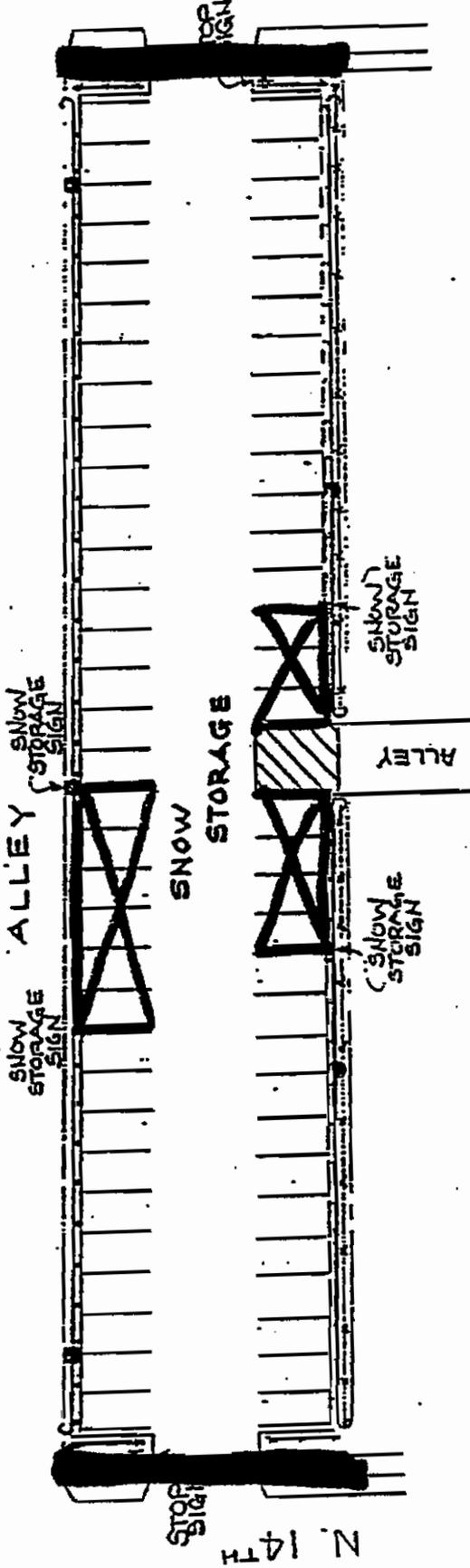
ST.



ALLEY

ST.

ST.



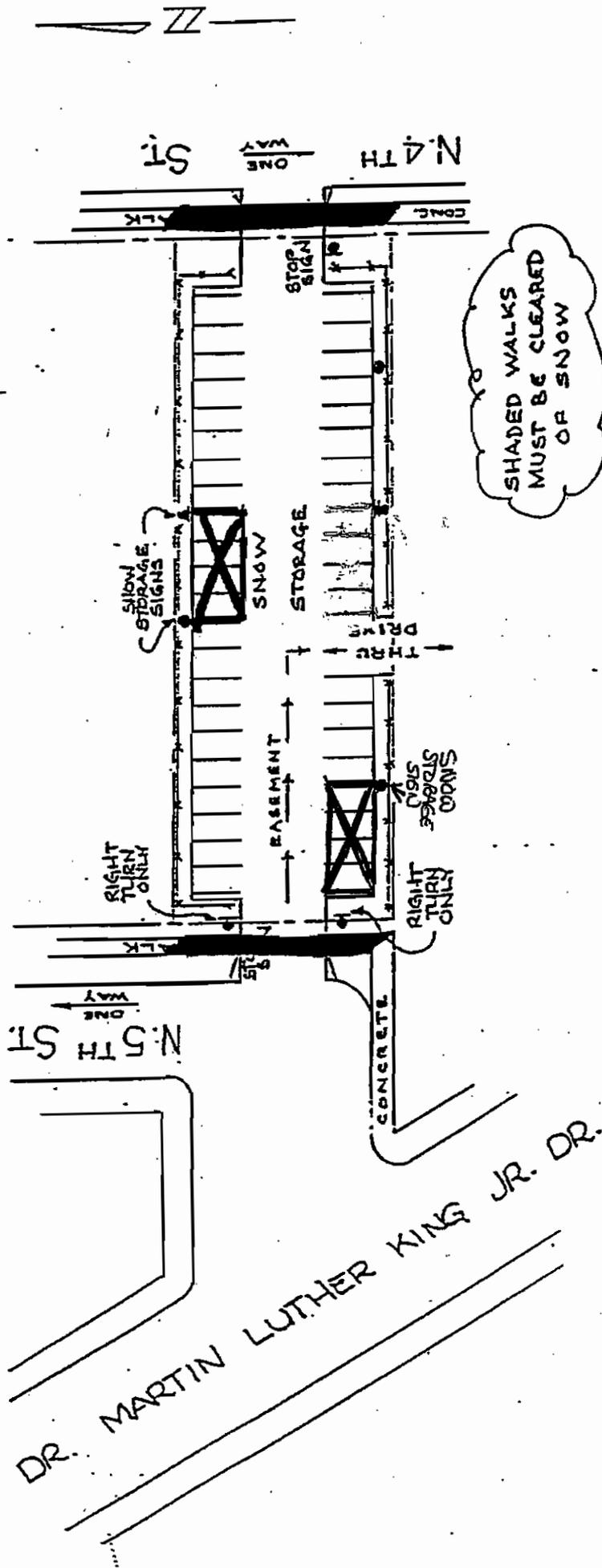
N. 13TH & VLIET (WEST) OFF-STREET

PARKING LOT

1332 N. 14TH ST. - CAPACITY 65

PARTIAL METERED LOT - METERS 33

CITY OF MILWAUKEE - D.P.W. - PARKING DIV.



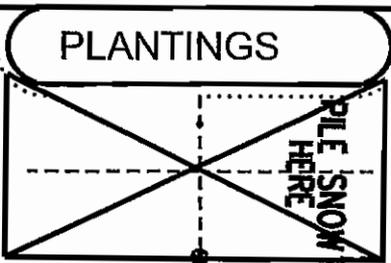
5TH & DR. MARTIN LUTHER KING JR. DR.  
 3332 N. 5TH ST. CAPACITY - 42  
 PERMIT PARKING LOT  
 CITY OF MILWAUKEE - D.P.W. -  
 PARKING DIVISION

MAR 1

20' WIDE PUBLIC ALLEY  
(ASPHALT) 125

20  
ALLEY

PLANTINGS



353-0210-100

150

150

MILWAUKEE BOX INC. # 2215

MILWAUKEE BOX INC. # 2235-37

PLACE 6" x 2" CONCRETE BOLTS FOR CURBS

NO SNOW THIS AREA

7" WHITE PAINT LINES

WHITE / BLUE ACCESSIBLE SPACES



2" x WHITE / BLUE ACCESSIBLE SPACES

NO SNOW THIS AREA

NO SNOW THIS AREA

PLANTINGS

PLANTINGS

PLANTINGS

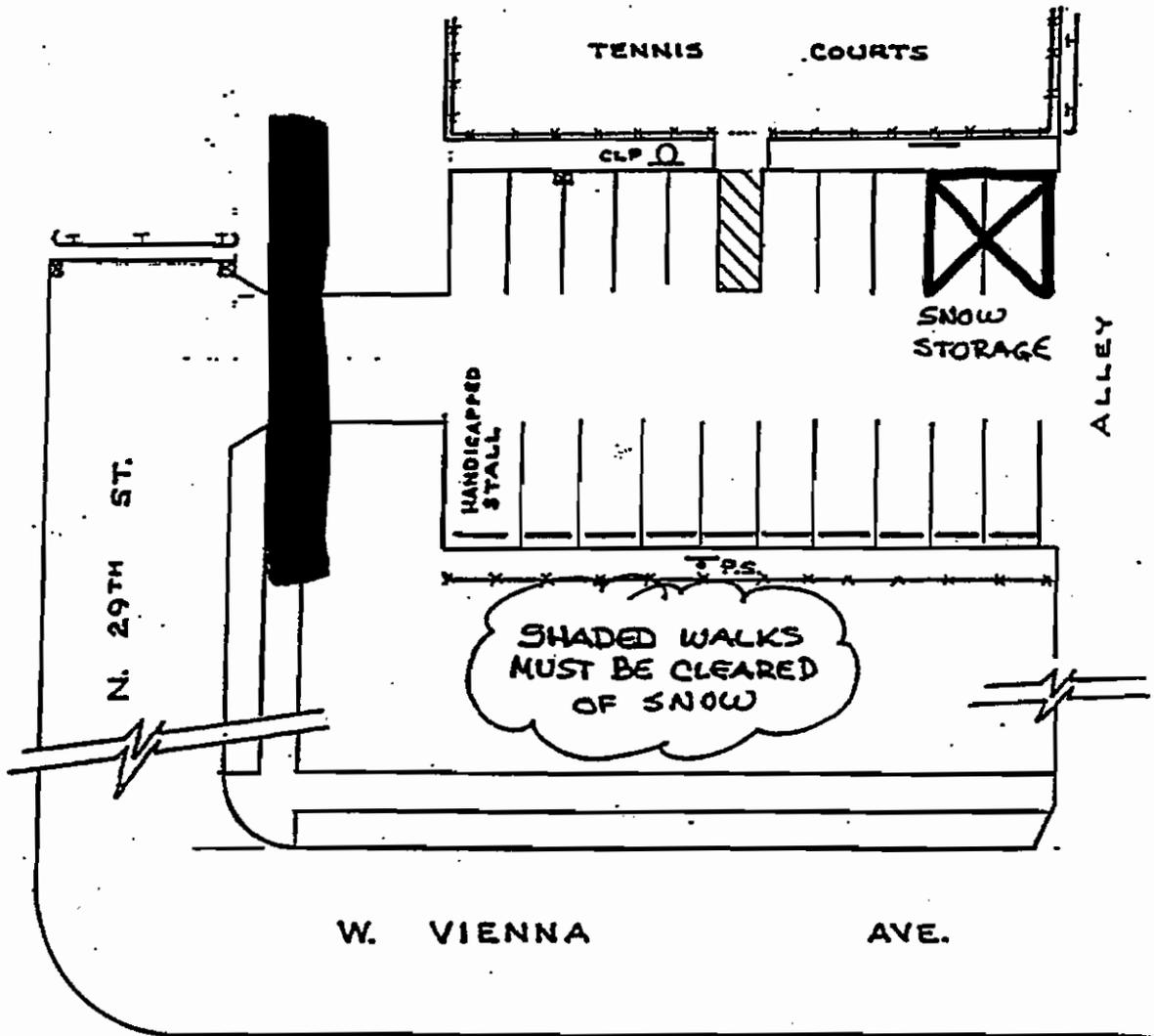
2231 N. Dr. Martin Luther King Jr. Drive

49 spaces



SCALE IN FEET

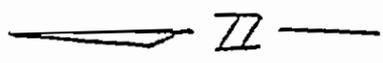
(W. MELVINA ST.)



29<sup>TH</sup> & MELVINA LOT

CITY OF MILWAUKEE - D.P.W. - PARKING DIV.  
POLICE PERMIT # 34 (TEMPORARY)  
20 STALLS 1/4 SEC. 269  
2835 W. MELVINA ST. (TOT LOT/PARKING)

SHADED WALKS  
MUST BE CLEARED  
OF SNOW



N. 36 TH ST.

RS. w/SIGN

SNOW STORAGE SIGN

W.P.

RS. w/SIGN

W.P.

DOOR

BRICK BUILDING

PARKING

ALLEY

ALLEY

(W. VILLARD AVE.)

THIS PORTION OF LOT  
.OWNED BY 1ST WISCONSIN  
BANK

(N. 37 TH ST.)

(N. 37 TH ST.)

36 TH & VILLARD OFF-STREET PARKING LOT

5221 N. 36 TH ST. - CAPACITY 24

PERMIT PARKING LOT

CITY OF MILWAUKEE - D.P.W. - PARKING DIV.



NP D1-MI  
SNOW STORAGE (RA)

W. FOND DU LAC AVE.

SHADED WALKS MUST  
BE CLEARED OF SNOW

W. MEINECKE AVE.

2338 W. FOND DU LAC AV.- CAPACITY 20

CITY OF MILWAUKEE  
DEPARTMENT OF PUBLIC WORKS - ADMINISTRATION  
PARKING OPERATIONS, MILWAUKEE, WISCONSIN

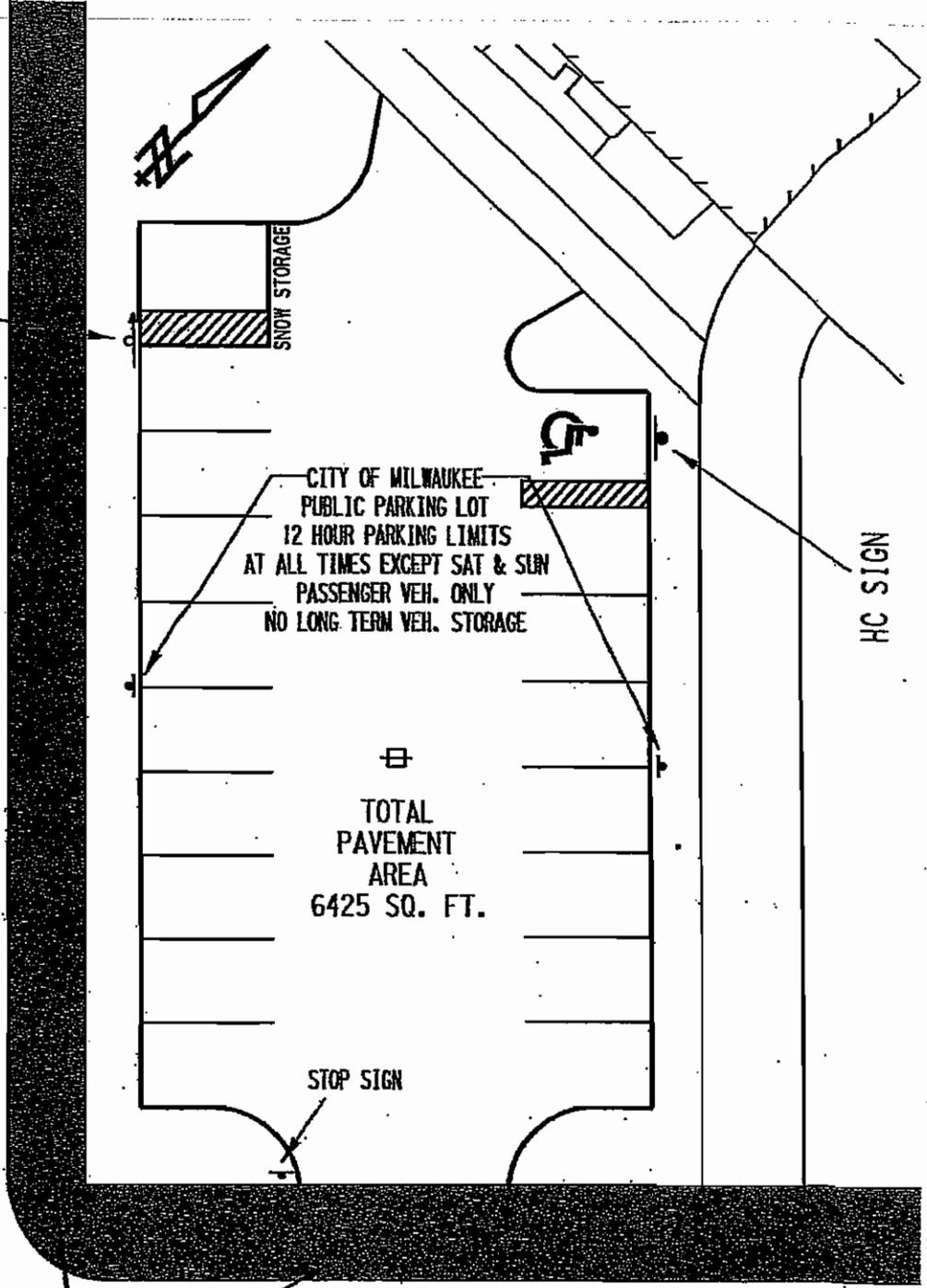
PLAN OF: FOND DU LAC & MEINECKE OFF STREET LOT

DESIGNED BY		DATE:	SCALE	1/4 SEC.	ALD. DIST.
DRAWN BY	M. LUECK	DATE: 9-25-02	1"=20'	404	7
REVISED:		DATE:	PLOT DATE: 23-OCT-2002		

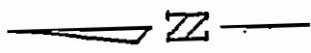
FILE: W:\BTE\PARKINGMETERS\OFFSTREET\FDL\_MEINECKE.DGN

W. FOND DU LAC AV. & W. MEINECKE AV. OFF-STREET PARKING LOT

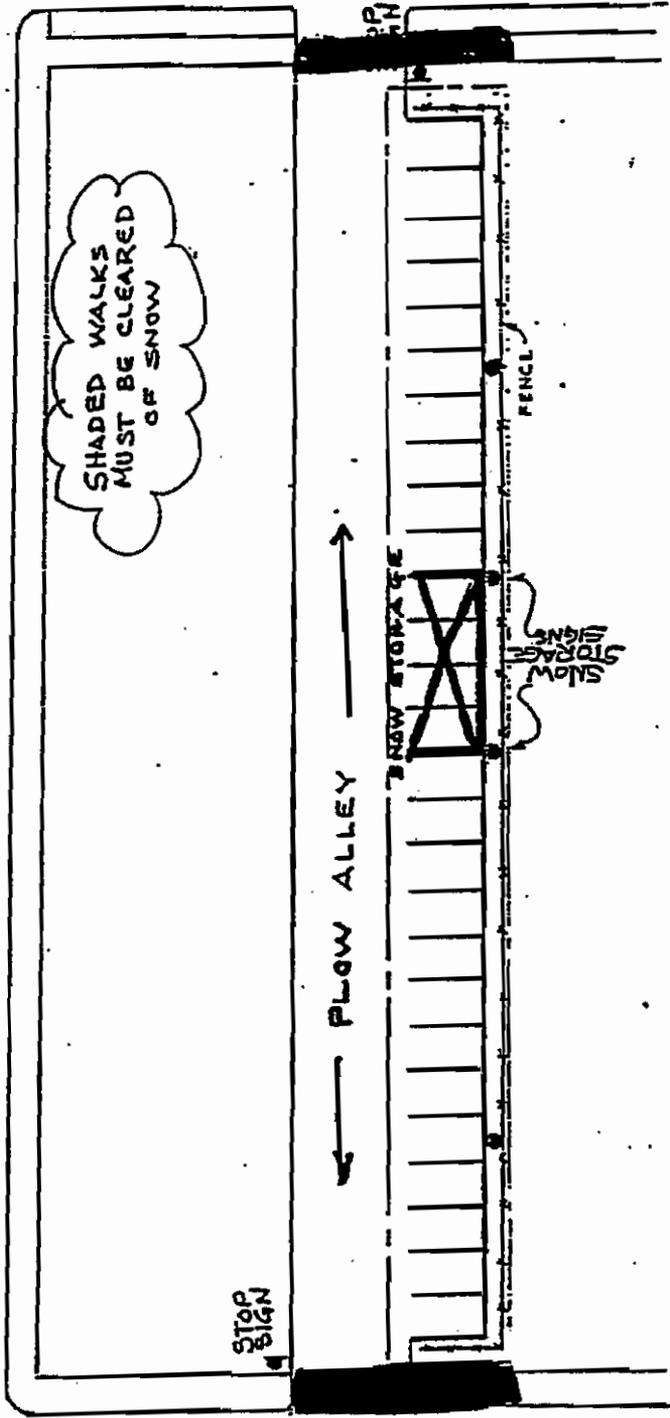
11" X 17"



CITY OF MILWAUKEE  
PUBLIC PARKING LOT  
12 HOUR PARKING LIMITS  
AT ALL TIMES EXCEPT SAT & SUN  
PASSENGER VEH. ONLY  
NO LONG TERM VEH. STORAGE



W. NORTH AVE.

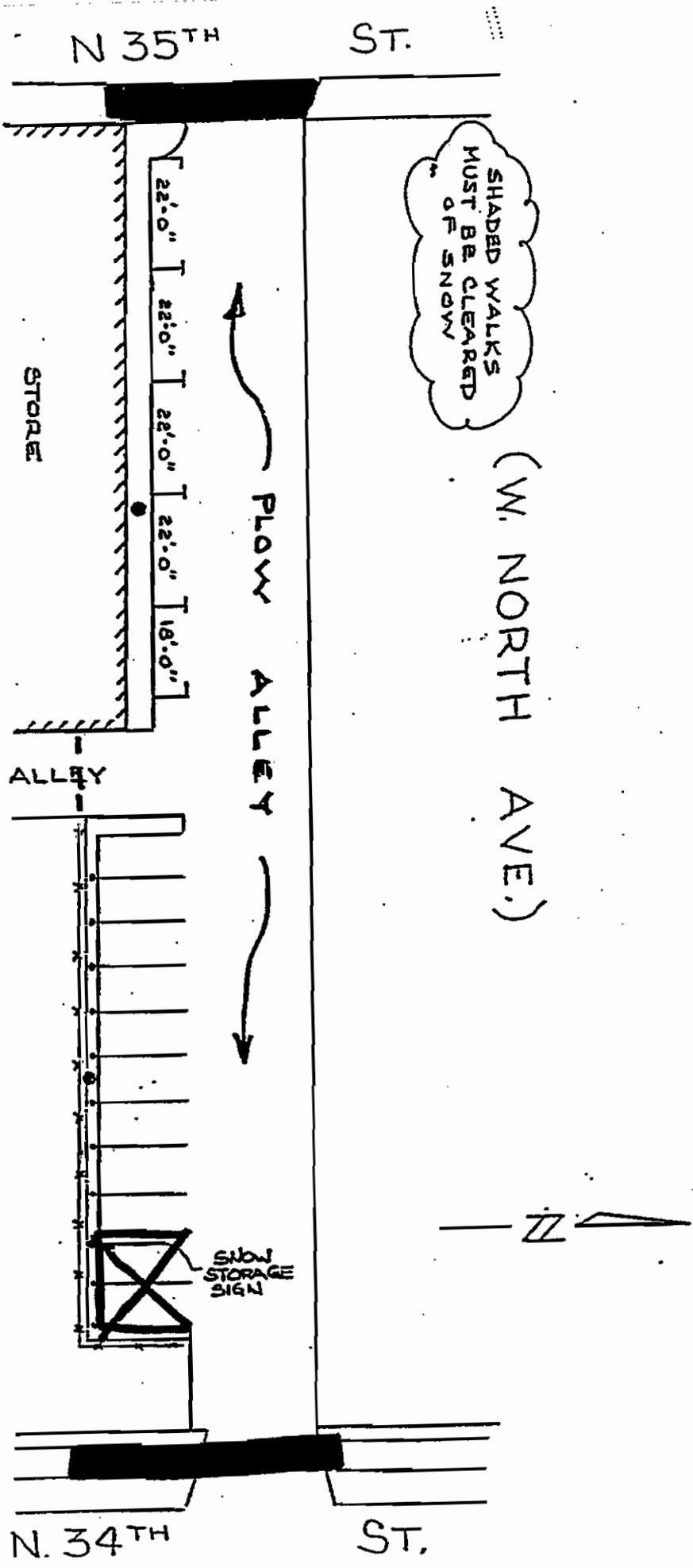


N. 26<sup>TH</sup> ST.

N. 27<sup>TH</sup> ST.

N. 27<sup>TH</sup> & W. NORTH AVE. OFF-STREET PARKING LOT  
 2239 N. 26<sup>TH</sup> STREET  
 CITY OF MILWAUKEE - D.P.W. - PARKING DIV.

MAR '91



34<sup>TH</sup> & NORTH OFF-STREET PERMIT: LOT  
 2239 N. 34<sup>TH</sup> ST. - CAPACITY 16  
 CITY OF MILWAUKEE - D.P.W. - PARKING DIVISION

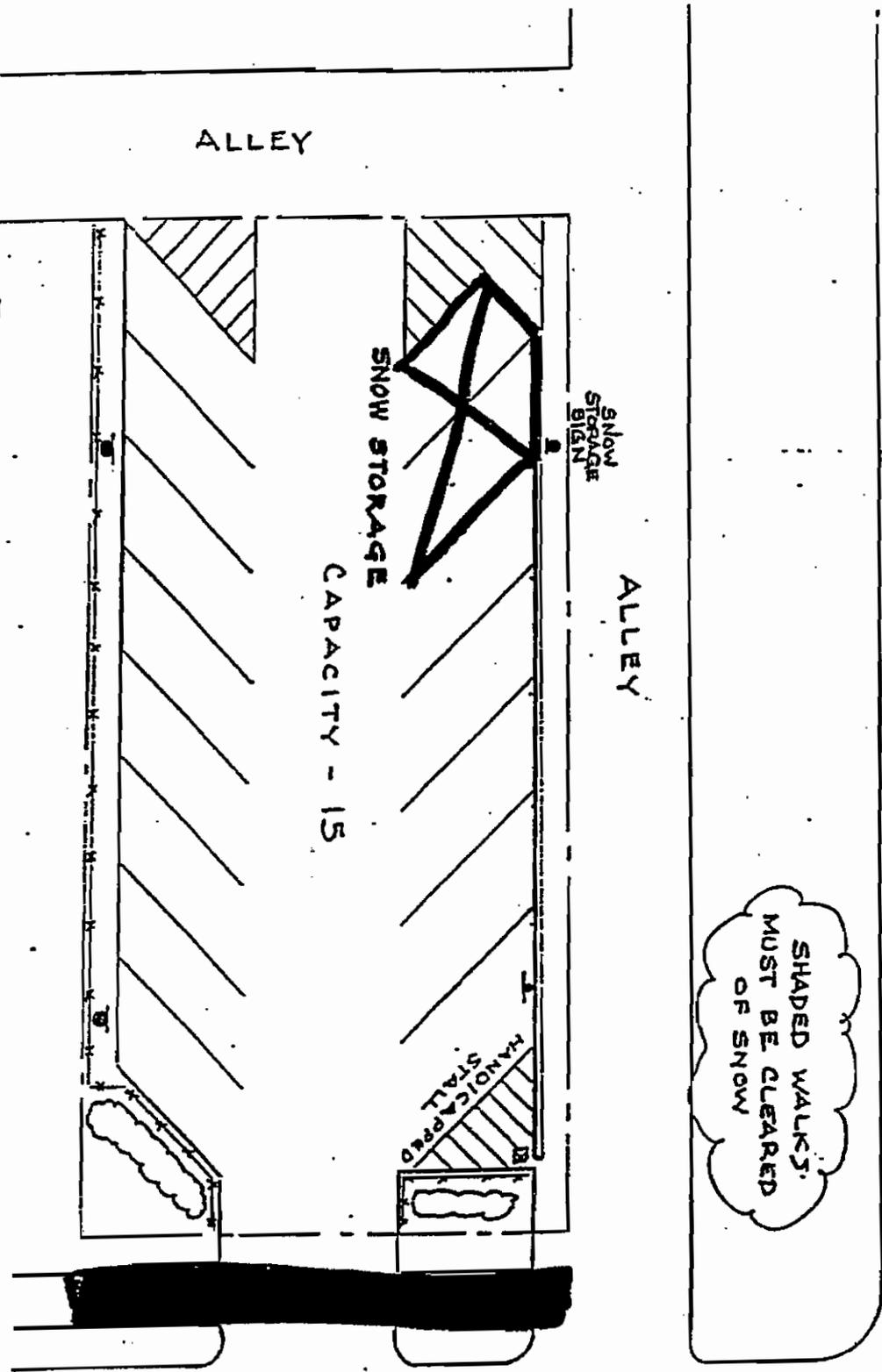
MAR '91

W. NORTH

AVE.

SHADED WALKS  
MUST BE CLEARED  
OF SNOW

ST.



ALLEY

SNOW STORAGE SIGN

ALLEY

SNOW STORAGE

CAPACITY - 15

HAND-CAPPED STALL

N. 36TH

36TH & NORTH OFF-STREET PARKING LOT  
2233 N. 36TH ST.  
BUSINESS - PERMIT LOT

CITY OF MILWAUKEE - D.P.W. PARKING DIVISION

W. NORTH

AVE.

SHADED WALKS  
MUST BE CLEARED  
OF SNOW

ST.

ALLEY

Snow Storage Blk

SNOW STORAGE

CAPACITY - 15

HANDICAPPED  
STAIR

ALLEY

N. 37<sup>TH</sup>

37<sup>TH</sup> & NORTH OFF-STREET PARKING LOT

2233 N. 37<sup>TH</sup> ST.

BUSINESS PERMIT PARKING

CITY OF MILWAUKEE - D.P.W. - PARKING DIVISION



# PLow SIDEWALKS ONLY

AVE.

AVE.

30 X 30 STOP

W. NORTH

ST.

M. LISBON

N. 49

SNOW STORAGE (RA)  
9'-0" PS

2HP TAM - 7PM (DA)

2HP TAM - 7PM (DA)

HANDICAP SIGN

HANDICAP SIGN

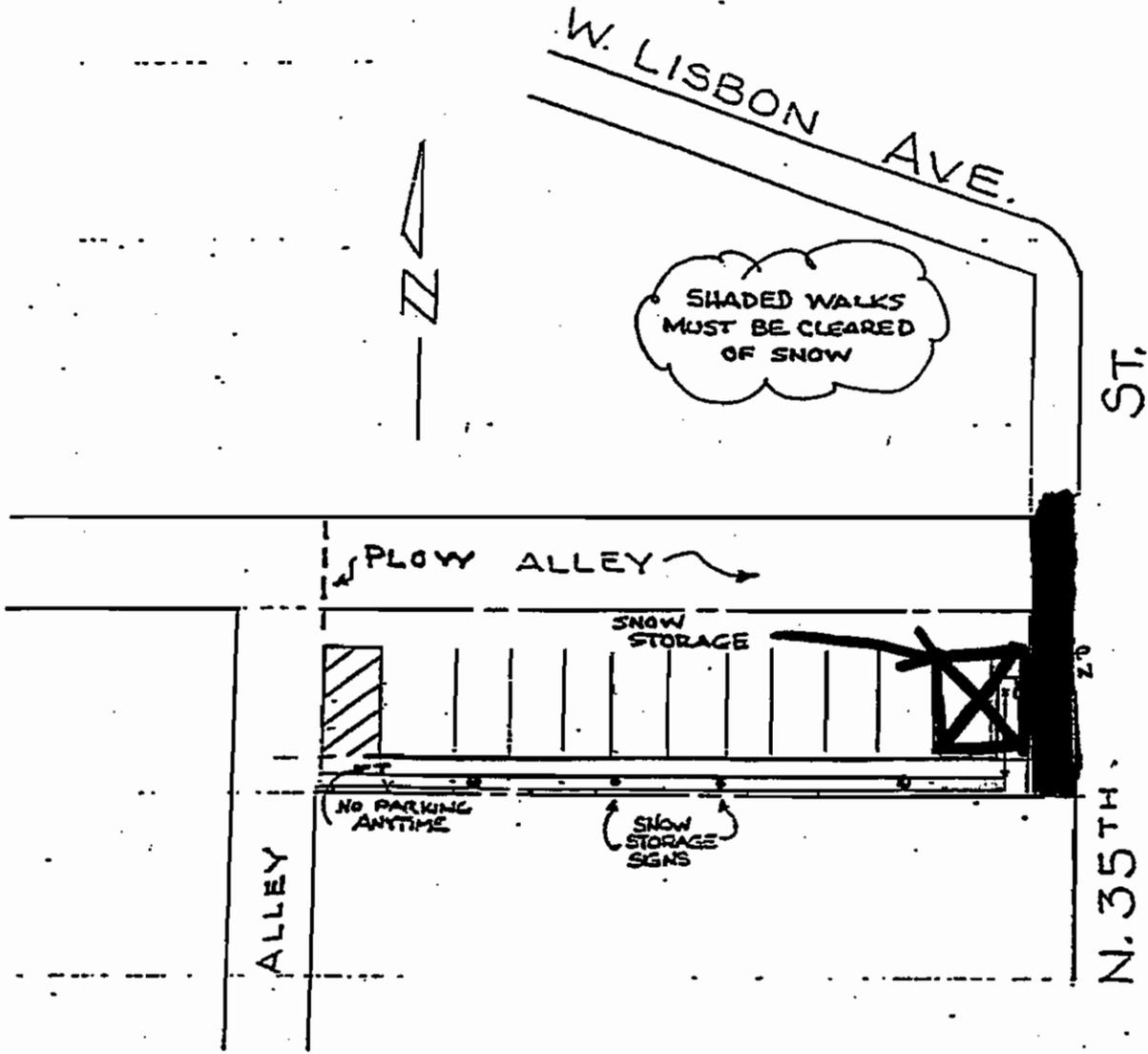
30 X 30 STOP

# Don't PLOW

CITY OF MILWAUKEE  
DEPARTMENT OF PUBLIC WORKS - ADMINISTRATION  
PARKING OPERATIONS, MILWAUKEE, WISCONSIN

PLAN OF: LISBON, NORTH & 49TH OFF-STREET LOT

DESIGNED BY	DATE	SCALE	1/4 SEC.	ADJUST.
M. LYLES	DATE: 12-14-0	1"=20'	328	IT
REVISED:	DATE	PLOT DATE: DGRDATE		
FILE: DCHFILENAME				

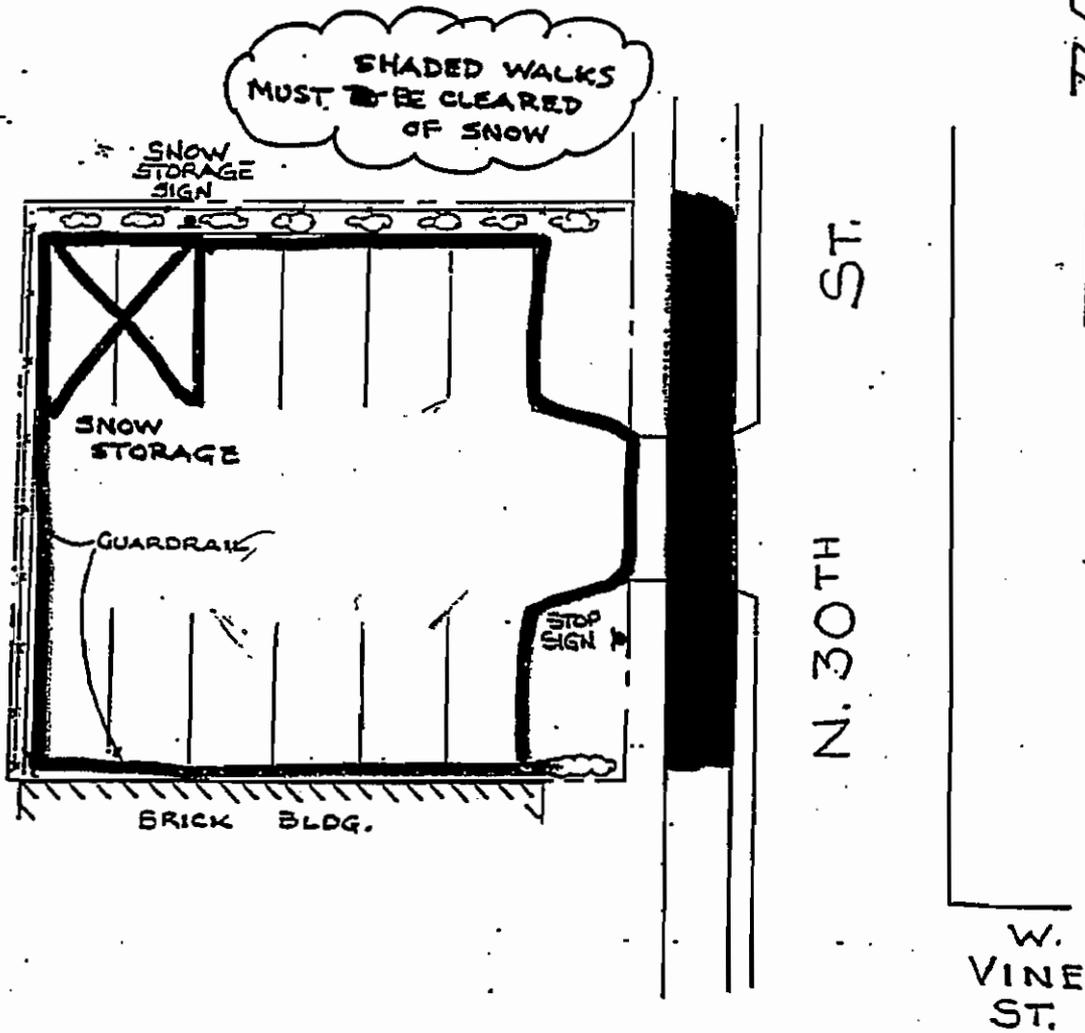


35<sup>TH</sup> & LISBON OFF-STREET  
PARKING LOT

1805 N. 35<sup>TH</sup> ST. CAPACITY 11.

PERMIT LOT

CITY OF MILWAUKEE - D.P.W.  
PARKING DIVISION



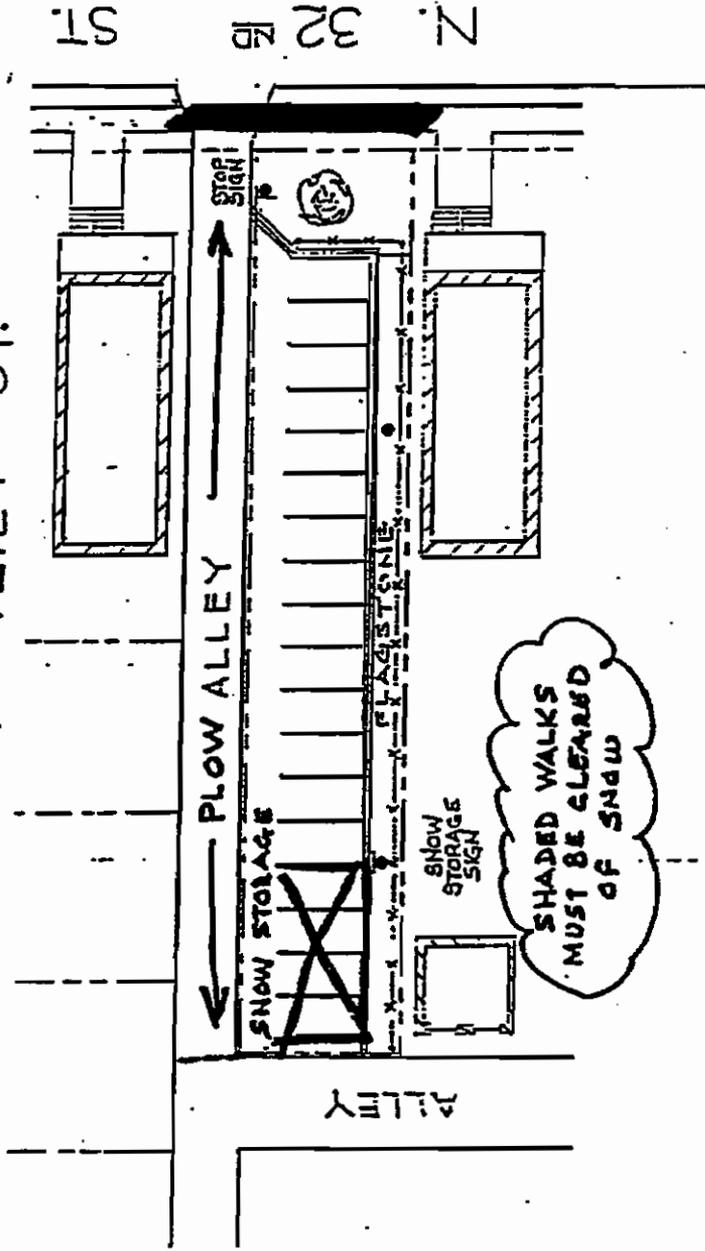
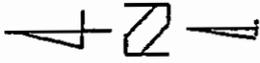
30<sup>TH</sup> & VINE OFF-STREET PARKING LOT

1859 N. 30<sup>TH</sup> ST.

PERMIT LOT CAPACITY 12

CITY OF MILWAUKEE - D.P.W. - PARKING DIV.

W. VLIET ST.



N. 32<sup>ND</sup> & W. VLIET  
 RESIDENTIAL PERMIT  
 OFF-STREET PARKING LOT  
 1337 N. 32<sup>ND</sup> ST.

CAPACITY: 128 VEHICLES  
 CITY OF MILWAUKEE - D.P.W. - PARKING DIV.

W. WISCONSIN

AVE.

SHADED WALKS  
MUST BE CLEARED  
OF SNOW



ST.

ALLEY

SNOW  
STORAGE  
SIGNS



SNOW  
STORAGE  
SIGNS

27<sup>TH</sup>

ALLEY

N.

27<sup>TH</sup> & WISCONSIN OFF-STREET PARKING LOT

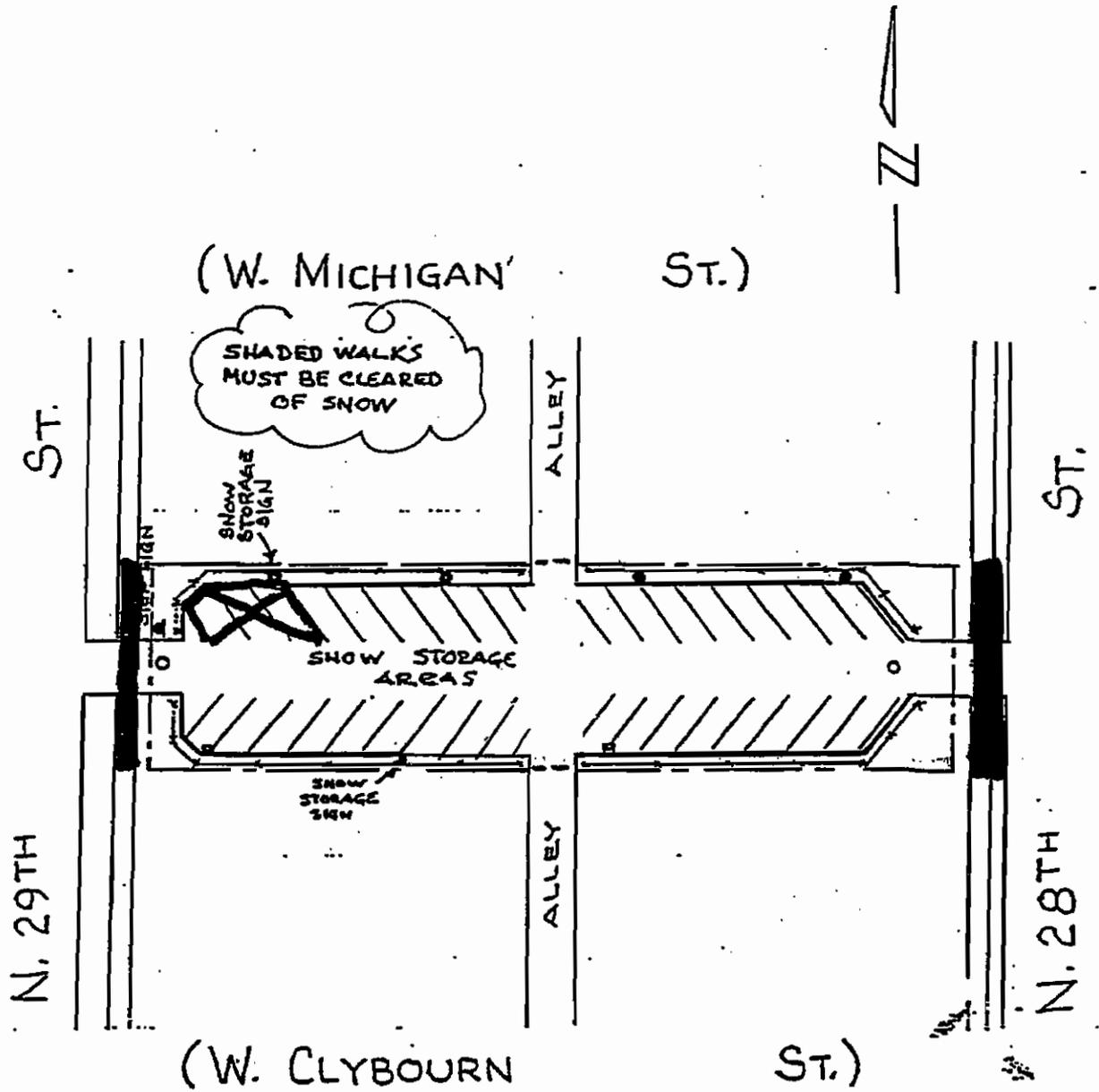
625 N. 27<sup>TH</sup> ST.

PARTIAL METERED/PERMIT LOT

CAPACITY - 30 METERS - 15

CITY OF MILWAUKEE - D.P.W. -

PARKING DIVISION



28<sup>TH</sup> & CLYBOURN OFF-STREET PARKING LOT  
 527 N. 28<sup>TH</sup> ST. CAPACITY 34  
 PERMIT PARKING LOT  
 CITY OF MILWAUKEE - D.P.W. - PARKING DIV.

# **Acknowledgement Page**

ACKNOWLEDGEMENTS PAGE

Official Notice No. 10-2014

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 this project is 40 %

The bidder's commitment for Apprenticeship Program participation on this project is: NOT APPLICABLE  
Apprentice(s) from \_\_\_\_\_ 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.

**\*\*\* 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.**

# **Non-Collusion Affidavit**

**NON-COLLUSION AFFIDAVIT**

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

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

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

\_\_\_\_\_, 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\_\_\_\_\_.

# Disclosure of Ownership

## Disclosure of Ownership

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(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

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit 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), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit 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.
    - (2) Or 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

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

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

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address

City

State

Zip Code

**If you have any questions call (608) 266-0028**

# Bid Bond Form

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

KNOW ALL MEN BY THESE PRESENTS, That we, .....

.....

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

as principal and ..... of .....  
(Home Office)

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

..... Dollars,

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

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

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

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

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

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

**Bidder Witnesses**

..... (Seal)  
(Bidder)

.....  
.....

By .....  
(Name and Title)

**Surety Witnesses**

.....  
(Surety)

.....  
.....

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

(Seal of Surety)

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

# **SBE Form “A”**

**This form should list the name(s) and address(es) of the City certified SBE subcontracting firm(s) that will be doing some of the work and percentages of the work performed. The City certified subcontractor also needs to sign this document in the appropriate column. If the prime CONTRACTOR IS 100% certified, the prime CONTRACTOR’S name and address should be listed here.**

**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: \_\_\_\_\_

**IMPORTANT NOTICE**  
**And**  
**SLAVERY DISCLOSURE**  
**AFFIDAVIT OF COMPLIANCE**

## **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://cc-codenew.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: \_\_\_\_\_

(Seal)

PRINT NAME: \_\_\_\_\_

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

Ref: slaverydisclosureaffidavit

# **Substance Abuse Prevention**

**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: \_\_\_\_\_

# **Certification Regarding Suspension and Debarment**

To ensure DPW is in compliance with the 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

**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

# **Form D SBE Monthly Report**

**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
<b>TOTAL PAID TO SBE(s)</b>			

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 20<sup>th</sup> 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.**

**FORM E SBE SUBCONTRACTOR  
PAYMENT CERTIFICATION**

**Form I: Employee Affidavit  
Residents Preference Program**

**Income Eligibility Guidelines  
July 1, 2013 to June 30, 2014**

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

<b>House-hold Size</b>	<b>Yearly</b>	<b>Monthly</b>	<b>Twice per month</b>	<b>Every 2 weeks</b>	<b>Weekly</b>
1	<b>21,257</b>	<b>1,772</b>	<b>886</b>	<b>818</b>	<b>409</b>
2	<b>28,694</b>	<b>2,392</b>	<b>1,196</b>	<b>1,104</b>	<b>552</b>
3	<b>36,131</b>	<b>3,011</b>	<b>1,506</b>	<b>1,390</b>	<b>695</b>
4	<b>43,568</b>	<b>3,631</b>	<b>1,816</b>	<b>1,676</b>	<b>838</b>
5	<b>51,005</b>	<b>4,251</b>	<b>2,126</b>	<b>1,962</b>	<b>981</b>
6	<b>58,442</b>	<b>4,871</b>	<b>2,436</b>	<b>2,248</b>	<b>1,124</b>
7	<b>65,879</b>	<b>5,490</b>	<b>2,745</b>	<b>2,534</b>	<b>1,267</b>
8	<b>73,316</b>	<b>6,110</b>	<b>3,055</b>	<b>2,820</b>	<b>1,410</b>
9	<b>80,753</b>	<b>6,730</b>	<b>3,365</b>	<b>3,107</b>	<b>1,554</b>
10	<b>88,190</b>	<b>7,350</b>	<b>3,675</b>	<b>3,394</b>	<b>1,698</b>
11	<b>95,627</b>	<b>7,970</b>	<b>3,985</b>	<b>3,681</b>	<b>1,842</b>
12	<b>103,064</b>	<b>8,590</b>	<b>4,295</b>	<b>3,968</b>	<b>1,986</b>
For Each Additional Household Member Add	<b>+7,437</b>	<b>+620</b>	<b>+310</b>	<b>+287</b>	<b>+144</b>

Source Wisconsin Department of Public Instruction

**Form J Prime Affidavit for Wage  
Requirement Compliance**



**Form J-1 Subcontractor Affidavit for  
Wage  
Requirement Compliance**





SPECIAL PROVISIONS

- 1) If there is a discrepancy between figures and words, words will rule.
- 2) If a 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. Bidders are advised that the "affidavit of no interest" requirements must be strictly adhered. Bonding agents must be licensed to do business in the State of Wisconsin. The failure of prospective bidders to comply with these requirements may disqualify the bid.
- 3) **NOTE:** The SBE forms are included with this bid package. The names of Certified SBE contractors may be found on-line at <http://mpw.milwaukee.gov/services/bids/home>. Should you have any questions regarding the SBE Program, contact either coordinator of the Small Business Enterprise Program, OSBD office or Ms. Rayna Andrews at (414) 286-8781.
- 4) Read all the instructions and complete the required forms.
- 5) The form A may be submitted with the bid or within three (3) business days of the bid opening.
- 6) A certified SBE bidder shall be used to *satisfy* the 25% SBE participation if awarded the contract as a prime contractor. If applicable, the SBE prime contractor must perform work for the required full 25% participation.
- 7) Residency Preference Program commitment is 40%. Refer to residency program guidelines as set in this contract.