

ACKNOWLEDGEMENTS PAGE

Official Notice No. 120-1-2016
Project No. 1

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 0 %

The bidder's commitment for Resident Preference Program Participation on the project is 25 %

The bidder's commitment for Apprenticeship Program participation on this project is 0 %
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.

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_____.

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

Rev. 2/2012

Official Notice No. 120-1-2016

Project No. 1

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

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

Telephone No. _____

Fax No. _____

Address _____

(City, State, Zip Code)



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

MUST BE SIGNED

Official Capacity _____

BID DATED _____ SBE Contractor: Yes/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 _____

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

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

Please complete and sign below and return this form to:

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

Submittal required prior to start of work on this project.

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

Signature/Authorized Official

Date

Printed Name

C

Contract Number

Title

Name of Company

Contractor Name

DPW Contract No.

Employee Affidavit
Residents Preference Program

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

Residency status:

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

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

AND

Unemployment status:

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

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

OR

Underemployed status:

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

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

Notary Public Milwaukee County

please return completed form and required attachments to:

Celeste Jantz | DPW Contracts Office | 841 N Broadway – Room 506 | Milwaukee, WI 53202

Income Eligibility Guidelines
July 1, 2015 to June 30, 2016

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

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	21,775	1,815	908	838	419
2	29,471	2,456	1,228	1,134	567
3	37,167	3,098	1,549	1,430	715
4	44,863	3,739	1,870	1,726	863
5	52,559	4,380	2,190	2,022	1,011
6	60,255	5,022	2,511	2,318	1,159
7	67,951	5,663	2,832	2,614	1,307
8	75,647	6,304	3,152	2,910	1,455
9	83,343	6,946	3,473	3,206	1,603
10	91,039	7,588	3,794	3,502	1,751
11	98,735	8,230	4,115	3,798	1,899
12	106,431	8,872	4,436	4,094	2,047
For Each Additional Household Member Add	7,696	642	321	296	148

Source: Wisconsin Department of Public Instruction

***** 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.

PAYROLL MONITORING REQUIREMENTS

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

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

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.

PROPOSED RESIDENT/APPRENTICE UTILIZATION FORM

This is a preliminary statement of proposed workforce needs where known

Official Notice # _____ Project # _____ Contract # _____

Contractor _____

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

NAME and ADDRESS of Target Area Residents:

NAME and ADDRESS of Apprentices:

**City of Milwaukee
Department of Public Works**

Residents Preference Program Provisions

I. General

- A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of Public Works. The ordinance requires that 40% of WORKER HOURS worked on a DPW contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Commissioner of Public Works determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner of Public Works may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that the minimum percent of WORKER HOURS, as listed in the acknowledgements section/page and/or the Official Notice document will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required, or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the department setting forth the facts upon which the request for adjustment is based.
- B. The contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City. The contractor shall prepare and submit accurate and timely resident utilization forms and reports to the Department of Public Works. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. The reports shall identify the name, address, race, gender, work classification, wage rates and hours worked of all employees utilized on the contract by the contractor and all subcontractors. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the Department of Public Works. Forms shall be submitted to DPW, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202.
- C. During the performance of this contract the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below.
1. Withhold payments on the contract.
 2. Terminate or cancel the contract, in whole or in part.
 3. Consider possible debarment of the contractor from bidding for a period of up to two years.
 4. Any other remedy available to the City at law or in equity.
- D. The penalty for any person, firm, or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading, or fraudulent information shall, upon conviction, forfeit not less than \$1,000 or more than \$5,000 together with the costs of prosecution and, upon default of payment, shall be imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

II. Definitions

- A. RESIDENT – A person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent

abode in the City. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.

- B. UNEMPLOYED or UNDEREMPLOYED – a RESIDENT that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted by the Wisconsin Department of Public Instruction to define eligibility for reduced lunch in public schools. A RESIDENT will continue to qualify as unemployed or underemployed for five (5) years from the date he or she first participates in a contract under Chapter 309. If a RESIDENT becomes an apprentice for a contractor or becomes a participant in an on-the-job training program as determined by the City immediately after or in the course of performing on a particular construction contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding 5 years from the date the person became an apprentice or participant in such on-the-job training program.
- C. WORKER HOURS – means the total hours worked on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. In determining the total worker hours to be furnished at a construction site, the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. "Worker hours" includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

III. Residency Utilization Requirements

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

Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.
- F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.
- G. Right to Appeal – All contracts awarded under ss. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with any applicable City ordinances relating to the participation of Small Business Enterprise Programs or requiring participation of City RESIDENTS. Following the opening of any bid where the Commissioner has considered compliance with such City ordinances, the Commissioner shall publish in an official City newspaper his or her determination as to the lowest responsible bidder. Any bidder who objects to the determination based on the consideration of such City Ordinances, may appeal the recommendation by filing a written appeal with the Commissioner within five (5) working days of the date of publication. The appeal shall state the specific objection to the determination, including supporting documentation, and specify an alternative determination. Any appeals that do not conform to this section shall not be

considered. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the Commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

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.

**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: _____

**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. Currently, Section 310-13 requires that **on March 1, 2016 and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage. **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 whichever is requested, be it either or both of the following documents: A sworn report (DPW-6) every 3 months or an affidavit (Form J) within 10 days following the Contractor's completion of the contract/or yearly for any contract extension. Contractor will procure and submit like documentation 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 documentation shall certify that each and every employee has been paid in full the amount of not less than **\$10.69** 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.

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

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.

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.

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

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, file 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.

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 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 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.

**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.120-1-
2016, of said Commissioner for furnishing all material, equipment, labor and everything
necessary for the completion of the work of...

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

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

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

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

Bidder Witnesses

..... (Seal)
(Bidder)

.....
.....

By
(Name and Title)

Surety Witnesses

.....
(Surety)

.....

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

(Seal of Surety)

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

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

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS
FORESTRY SECTION

Dead and Hazard Tree Removal and Site Restoration
Standards and Bid Specifications

1.0 SCOPE OF WORK:

- 1.1 The scope of work under this contract is to perform dead and hazard tree abatement work throughout the City of Milwaukee. The work to be performed under this contract includes the CONTRACTOR furnishing all labor, supervision, administration, materials, equipment, disposal, utility coordination, insurance, licenses, and permits as required for removal/hazard pruning of dead and hazard trees or branches from privately owned properties in violation of City Ordinance 116-53.
- 1.2 Only qualified personnel shall supervise and perform services in this contract. All work shall be performed in accordance with OSHA standards, the latest revision of ANSI Standard Z133 (American National Standards for Arboricultural Operations – Safety Requirements) and other applicable regulations.
- 1.3 The scope work is not to be interpreted as an absolute definition of the quantity or type of work that may be required.
- 1.4 The quantity of trees in each respective diameter size class is estimated strictly for unit bidding purposes and will be adjusted at the discretion of the City as necessary to Not Exceed available funding.
- 1.5 Residence Preference Program

Chapter 309 of the Milwaukee Code of Ordinances established a Residence Preference Program which is implemented through establishment of the percentages of worker hours to be performed by “unemployed or underemployed” residents of the City of Milwaukee. These percentages are established by the Department and are stated in the Official Notice and the Invitation to Bid. Forms required by the established resident preference provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in payments being withheld, contracts canceled, debarment from bidding for up to two years, or any other remedy available to the City at law or in equity. The resident preference provisions will be made a part of all departmental bid solicitations and are included in the bid package.

1.6 No Minimum Guarantee

The City offers no minimum guarantee of the amount of business or the frequency of demand for the CONTRACTOR's service. Estimated volume of work assigned is 400-750 trees, annually, and significantly influenced by the number of ash trees killed by Emerald Ash Borer. Work will be batch assigned consecutively in manageable lots with an expected completion date of no more than 30 calendar days from the date of each.

1.7 Department of Public Works – General Specifications

CONTRACTOR must comply with all provisions of the CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS - GENERAL SPECIFICATIONS, dated January 31, 1992, as subsequently revised. In the case of a discrepancy or conflict in the contract documents, the Contracting Officer (Commissioner of Public Works) shall have the sole authority for resolution, interpretation and applicability.

2.0 QUALIFICATIONS/EQUIPMENT REQUIREMENTS:

2.1 All Tree Removal and hazard pruning work shall be completed by “**Line Clearance Qualified**” **Arborists** under the direct **on-site** supervision of an **ISA Certified Arborist** and in accordance with **ANSI Z133 Standards for Arboricultural Operations – Safety Requirements, latest edition, and all applicable OSHA regulations.**

2.2 All tree removal and pruning work performed within the fall distance (or 10 feet) of an energized conductor, whichever is greater, shall be completed by a Line Clearance Qualified Arborist.

2.3 **Bidders and all personnel working aloft and actively felling any tree must have a minimum five (5) years experience and the required skills, training, certifications, qualifications, and ANSI approved equipment, including one (1) compact designed spider lift with a minimum 55' working height and capable of traveling through a narrow gate (36" wide), necessary to safely remove large shade trees growing in close proximity to structures, vehicles, and various site improvements in a controlled manner, using rope and saddle and associated rigging devices, to prevent personal injury or damage to structures, buildings, street improvements, utilities, landscaping and other improved property. Ground Operations personnel must have a minimum of one year related experience and/or hold Tree Care Industry Association (TCIA) certification as a Ground Operations Specialist, or approved equivalent. All bidder experience and ISA/TCIA certification and Line Clearance Qualification requirements must be met at the time of Bid Submission. Contractor bid submission shall constitute certification that Bidder has met all contractor qualification requirements.**

2.4 All bidders must have in their possession **or available to them by formal agreement at the time of bidding:** dump truck, loader, chipper, climbing and rigging devices, 55' working height spider lift capable of fitting through a three (3) foot gate, required chain saws, hand tools and other equipment and supplies, including digital photographic camera (with date and time stamp) necessary to fully perform the work as outlined in these specifications.

2.5 Equipment on hand, or 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”. False or misleading information regarding equipment availability or intent shall result in bid withdrawal

and permanent disqualification from future bid solicitations. Proof of declared equipment committed for this contract must be provided to the City before Notice to Proceed with Work is granted. All declared equipment is subject to verification at any time during the contract period. The City may inspect such equipment or agreements prior to the awarding of a contract.

2.6 CONTRACTOR shall provide the City with a telephone number that shall be staffed during the business hours of 7:00 a.m. to 5:00 p.m. All telephones shall be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by City Personnel within twenty four (24) hours after contact to CONTRACTOR. Difficulty contacting the CONTRACTOR may result in contract termination.

2.7 CONTRACTOR is required to consult with the City concerning details of scheduling of all work. CONTRACTOR shall have a competent person in charge of this work at all times to whom the City may issue directives and who shall accept and act upon such directives, and who reads, speaks and writes English competently. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directive would create potential personal injury or safety hazards. The CONTRACTOR shall be solely responsible for the safety of his crew and all observers and shall maintain workers compensation insurance as required by the Wisconsin Statutes. **There shall be at least one employee on each crew that speaks fluent English.** The CONTRACTOR shall perform all work in accordance with OSHA standards, the latest revision of ANSI Standard Z133 and other applicable regulations.

3.0 TERMS OF CONTRACT:

3.1 Contract Term:

The term of this contract shall be for three (3) years, with two (2) one-year extensions permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR. The anticipated start date (when the first Notice to Proceed with Work may be issued) is approximately January 3, 2017. All required documentation, including insurance and bonding submittals, must be received by the City prior to beginning any contract related work.

3.2 Time of Completion:

Estimated volume of work assigned is 400-750 trees, annually, and significantly influenced by the number of ash trees killed by Emerald Ash Borer. Work will be batch assigned consecutively in manageable lots with an expected completion date of no more than 30 calendar days from the date of each Notice to Proceed.

4.0 LOCATION OF WORK:

All work to be performed will be provided as a Notice to Proceed with Work listing of assigned locations on **Private Property** within the corporate limits of the City. Work locations listed on the Notice to Proceed with Work may be in the rear, side, or front of properties, and may have limited access for equipment.

5.0 HOURS OF WORK:

Monday – Friday:
7:00 a.m. – 6:00 p.m. (daylight hours only)

The CONTRACTOR shall, **IN ADVANCE of performing any on-site inspection or site work**, make a reasonable attempt to notify the property owner or occupant of their presence and purpose for being on the property. Any refusal of entry or conditions that preclude entry (dog, locked gates, occupant use of the property, physical barriers, etc.) or completion of work safely shall be brought to the immediate attention of the Contract Administrator.

Each weekday morning prior to 7:30 a.m., the CONTRACTOR shall call, email or send a fax to the Contract Administrator indicating all locations and work being performed that day, as well as a listing of all locations and work completed the previous day.

6.0 CONTRACT ADMINISTRATOR:

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

Erin Siesco
Property Maintenance and Compliance Manager
(414) 286-6085 (Office)
(414) 708-2657 (Cell)

7.0 DESCRIPTION OF WORK TO BE PERFORMED/WORK REQUIREMENTS:

CONTRACTOR shall photograph (digital date and time stamped images) the work site **before and after** each Tree Removal operation. The photographs shall be sufficiently clear to document work performed as well as pre-existing conditions and post completion site conditions. CONTRACTOR shall submit photographs with all invoices for the respective locations.

7.1 Tree Removal Specifications

7.2 Materials

7.2.1 Sod

Turfgrass sod shall be premium grade fresh-cut certified blend of Kentucky Bluegrass varieties produced by a commercial sod grower in SE Wisconsin and blended for residential use and SE Wisconsin climate conditions.

Turfgrass sod shall contain only the species and variety of turfgrass true to name specified in the blend. It shall contain no more than one percent undesirable grasses, clover or weeds. It shall have no visible signs of disease or insect stress. The turfgrass sod shall be neatly mowed to a maximum 2.5" height and be mature enough that when grasped at one end, it can be picked-up and handled without damage.

The turf shall be of sufficient density so that no surface soil is visible when mowed to a height of 1.5 inches (40 mm). The thickness of the soil portion of the turfgrass sod should not exceed one-half inch (15mm).

7.2.2 Topsoil

Topsoil shall be a **finely screened** (5/8"screen) natural, fertile, friable soil constituting the "A" horizon from naturally well drained areas. It shall not be excessively acidic or alkaline nor contain toxic substances that may be harmful to plant growth. Topsoil shall be without admixture of subsoil and shall be free from clay clods, stones, roots, or similar substances 5/8" or more in diameter, debris, or other objects that may be a hindrance to planting operations. Topsoil shall meet the following physical and chemical requirements:

SOIL TEXTURE: USDA "**Loam**" classification (including Sandy Loam, Loam, Silt Loam and Sandy Clay Loam) not exceeding any of the following particle sizes:

Approximate Particle Distribution

Gravel	Trace
Sand	70%
Silt	60%
Clay	30%

SOLUBLE SALT LEVEL: Less than 844 ppm (.67 mmho/cm)

PERCENT ORGANIC MATTER: 4- 8%, by weight.

SOIL pH: 6.0 - 7.5

The City reserves the right to require a physical (particle size) and chemical analysis at an approved soil testing laboratory when in the sole opinion of the City the topsoil delivered or placed at the worksite does not comply with the Topsoil Specifications.

If the test results of any topsoil or planting mix fail to meet the physical and chemical properties specified, the CONTRACTOR shall remove all rejected topsoil and replace with topsoil meeting specifications as verified through a soil analysis.

The cost of all soil testing shall be the responsibility of the CONTRACTOR.

7.3 All Tree Removal and hazard pruning work must be completed by a Line Clearance Qualified Arborist under the direct **on-site** supervision of an **ISA Certified Arborist** and in accordance with **ANSI Z133 Standards for Arboricultural Operations – Safety Requirements, latest edition, and all applicable OSHA regulations.**

7.4 Each tree to be removed will be marked with painted orange stripe around the perimeter of the trunk, and numbered metal tree tag at approximately breast height. **Only trees bearing the orange marking AND numbered metal tree tag shall be removed by the CONTRACTOR.**

- 7.5 Each tree to be pruned only will be marked with painted orange spot and numbered metal tree tag at approximately breast height. **Only trees bearing the orange marking AND numbered metal tree tag shall be pruned by the CONTRACTOR.**
- 7.6 All trees must be removed/pruned in a **controlled and safe manner** using tackle blocks, pulleys, mechanical lowering devices, ropes, etc. as needed to prevent personal injury or damage to property including adjacent buildings, trees and landscaping in both the private and public right of way.
- 7.7 All debris generated in the removal of all trees shall be completely removed from the property and disposed of in accordance with state and local laws and regulations, including Wisconsin Department of Agriculture and Consumer Protection requirements for movement of ash wood, at CONTRACTOR expense.
- 7.8 All trees, or parts thereof, located within 10' of an energized overhead conductor (electrical, telephone, cable, or other communication) must be removed by a Line Clearance Qualified Arborist to a minimum clearance approach distance of 10' from the conductor.
- 7.9 Any depressions or lawn disturbance created during work operations shall be filled as needed with screened topsoil meeting specifications described in section 7.2.3 and repaired with existing turf (cut, lifted and repositioned), or restored with fresh sod meeting specifications as described in section 7.2.2 to preexisting condition by the CONTRACTOR at CONTRACTOR's expense to the satisfaction of the Contract Administrator
- 7.10 The CONTRACTOR shall exercise caution and not perform any work where excessive soil moisture would result in severe rutting or damage to turf. All damage caused to turf (including tire or track ruts), shall be repaired with existing turf, or restored with fresh sod meeting specifications as described in section 7.2. 2 to preexisting condition by the CONTRACTOR at CONTRACTOR's expense to the satisfaction of the Contract Administrator.
- 7.11 Driveway, patio, sidewalk, curb, gutters and any other paved or hard surfaces traversed, and all vehicles, structures or other improvements adjacent to tree removal work shall be protected to preexisting condition with 3/4" plywood, approved track protection matting or other necessary protections, clean raked and broom swept upon completion of tree removal and site restoration work.
- 8.0 TRAFFIC CONTROL:**
- 8.1 The CONTRACTOR shall be responsible for the erection and maintenance of all barricades, lights, and signs necessary for public safety and convenience in accordance with the specifications entitled "Minimum Requirements for Warning Devices to be Used for Work Performed in the Public Ways." In general, all hazards within the limits of the work or on detour around the work must be marked with well-painted, well-maintained barricades, reflectors, electric lights, flashers, and warning and directional signs in sufficient quantity and size adequate to protect life and property. Obstructed sidewalks shall have two (2) Class 1 barricades placed at the nearest block corners and two (2) additional Class 1 barricades placed at the limits of the work zone. All work shall be completed in conformance to the latest revision of ANSI Standard Z-133 (American National Standard for Arboricultural Operations - Safety Requirements).

8.2 Flagpersons Required

Whenever the Contractor's operations obstruct or endanger a traffic lane and no marked detour has been provided, the Contractor shall furnish a flagperson to direct traffic through or around the congested area. The Commissioner shall have the right to require additional flagpersons as may be deemed necessary.

8.3 **The CONTRACTOR shall provide an employee other than an aloft Arborist (climber/lift operator) for ground operations, work site observations and maintenance of a safe work zone during tree removal operations.**

8.4 The CONTRACTOR shall be responsible for notifying and obtaining all necessary permits from the Milwaukee Police Department, Milwaukee Fire Department, the Milwaukee County Transit System, the Department of Public Works and any other obligatory entities when temporary street closure is necessary to complete contract work requirements. No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period.

8.5 The CONTRACTOR shall be responsible for notifying and obtaining all authorizations and "make safe" work site assistance from Wisconsin Energies for trees located within 10' of energized conductors.

8.6 The CONTRACTOR will be provided Temporary No Parking Signs for use as needed to restrict access to the work site. Temporary signs shall NOT be nailed, screwed, stapled, or otherwise attached to trees with any hardware or method that penetrates the bark. Signs may be hung from rope, string, plastic cable ties, etc. and **loosely** wrapped around the trunk of City trees. Under no circumstances shall trees on private property be used to post temporary No Parking Signs. All temporary parking signs shall be removed upon completion of work. Any work locations which cannot be accessed after posting due to No Parking signs removed by residents or not observed shall be brought to the immediate attention of the Contract Administrator.

9.0 **PERMITS:**

9.1 The CONTRACTOR shall procure all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

9.2 Notices to Fire, Police and Sheriff

CONTRACTOR shall give notice in writing to the Chief Engineer of the Fire Department and to the Chief of Police of the City of Milwaukee and to the Sheriff of Milwaukee County at least three days before blocking off any street.

9.3 Permits for Street Closings

When it is necessary to close any street to traffic, the CONTRACTOR shall obtain a permit from the Department of Public Works.

10.0 VEHICLE/EQUIPMENT RESPONSIBILITY:

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

11.0 INSPECTIONS:

11.1 All work shall be subject to inspection, examination, or test by the Contract Administrator, and/or the City at any and all times during or after the performance of said work and at any and all places where such work is or has been performed. The Contract Administrator shall have the right to reject defective or otherwise unsatisfactory work and require its correction. Rejected work shall be corrected within 5 working days from the date of notice and to the satisfaction of and without charge to the Contract Administrator.

11.2 Notice of unsatisfactory work shall be provided in writing to the CONTRACTOR in the form of a punchlist.

11.3 Where the CONTRACTOR has been issued a punchlist and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Contract Administrator, or assigned designee, at his/her **sole discretion**, may assess liquidated damages.

11.4 There shall be no weekend inspections under any circumstances. All requests for inspection made after 12:00 p.m. (noon) on a Friday shall be deemed to have been made on the next weekday morning on which the Contract Administrator is actually available. The CONTRACTOR shall bear all risks relating to the passage of time between CONTRACTOR'S alleged completion of work and/or its request for inspection and the next weekday on which a Contract Administrator is actually available. The status of the work as of the next available inspection day shall govern whether the work is deemed completed or deficient.

12.0 SUBSTANTIAL COMPLETION:

12.1 The City shall inspect each work site for Substantial Completion upon request, in writing, by the CONTRACTOR. Inspection requests shall be received within seven (7) working days of completion.

12.2 Post inspection, the CONTRACTOR will be notified of any work to be completed in the form of a punchlist issued by the Contract Administrator. The CONTRACTOR has **5 working days from the date of issuance of a punchlist** to complete the work and notify the Contract Administrator of completion.

12.3 Upon completion of the punchlist by the CONTRACTOR, and subsequent inspection and approval by the Contract Administrator, the City shall provide notice of Substantial Completion. The responsibility for obtaining Notice of Substantial Completion rests with the CONTRACTOR. Progress payments may be withheld unless the CONTRACTOR obtains Notice of Substantial Completion.

12.4 The work may be accepted and paid following the successful completion of all work, including any associated punch list work.

13.0 LIQUIDATED DAMAGES:

13.1 In the event the CONTRACTOR fails to execute the work with such diligence as to ensure its completion in accordance with the Work Requirements, the City may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable for Work Not Performed, including the difference between the CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the SECONDARY CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced. If, after reassignment of work, the CONTRACTOR continues to demonstrate his inability to perform the work in accordance with the Work Requirements, the CONTRACTOR will be considered in DEFAULT in accordance with 2.4.18 DPW General Specifications and the contract will be terminated.

14.0 BIDS:

14.1 Submission of Bids

Bids shall be submitted at the place and no later than the date and time indicated in the Official Notice and Invitation to Bid. The bid and the bid security shall be placed in an opaque, sealed envelope marked with the Official Notice Number, project number, branch number, date of opening bids, name and address of bidder, and the type and location of work. Such envelope shall be addressed and delivered to the Office of the Commissioner, Contract Administration Office, Room 506, Municipal Building, before time specified in the Official Notice and Invitation to Bid for opening bids. Bids received later than the date and time indicated will not be considered, and the unopened envelope will be returned.

14.2 CONTRACTOR shall complete and submit **Bid Form Attachment "A"**, which is to include all labor, materials, overhead and equipment to perform tree removal/pruning and site restoration work as described herein.

14.3 CONTRACTOR shall complete and submit, Bid Form **Attachment "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.

14.4 Examination of Contract Documents

Before submitting a bid, each bidder shall:

- a) examine the contract documents thoroughly,
- b) become familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of work, and
- c) carefully review the requirements of the contract documents

14.5 Before submitting a bid, each bidder shall, at own expense, make such surveys and investigations as may be deemed necessary to determine a bid price for performance of the work within the terms of the contract documents. Bidder is responsible for obtaining all necessary licenses and permits at own expense.

14.6 Bid Security

Bid security required is Five Hundred Dollars (\$500.00). The required security must be in the form of a certified or bank cashier's check made payable to Commissioner, 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 may annul the Award and 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 has made an award to the lowest responsible bidder.

14.7 Bid Proposal

- a) The Bid Proposal is included in the contract documents. Additional copies of the bid documents may be obtained through the Contract Administration Office, Room 506, Municipal Building.
- b) Bid Proposal shall be completed in ink or typewritten. The bid price of each item on the form must be stated in words and numerals. In case of a conflict, words shall take precedence.
- c) Bids submitted by an individual shall be signed by the bidder or by an authorized agent.
- d) Bids by corporation shall be executed in the corporate name by the president or vice president (or other authorized corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- e) Bids by partnerships shall be executed in the partnership name and signed by a partner; the partner's title must appear under the signature, and the official address of the partnership must be shown below the signature.
- f) Bids which are signed by an attorney-in-fact for individuals, firms, partnerships, or joint ventures shall have attached thereto a power of attorney evidencing authority to sign the bid.
- g) All names shall be typed or printed below the signature.

- h) The bid shall contain an acknowledgment of receipt of all Addenda, if any, the numbers of which shall be filled in on the bid form.
- i) Any bid received which does not respond to the items as requested on the bid proposal form shall be considered as a nonresponsive bid and may not be considered for award. This includes any alterations, modifications or conditions to the proposal or alternate bids which are not specifically requested on the bid proposal form.
- j) The contractor shall include in the contract price all applicable federal, state and local taxes in the proposal submitted.

14.8 Residence Preference Program

Chapter 309 of the Milwaukee Code of Ordinances established a Residence Preference Program which is implemented through establishment of the percentages of worker hours to be performed by "unemployed or underemployed" residents of the City of Milwaukee. These percentages are established by the Department and are stated in the Official Notice and the Invitation to Bid. Forms required by the established resident preference provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in payments being withheld, contracts canceled, debarment from bidding for up to two years, or any other remedy available to the City at law or in equity. The resident preference provisions will be made a part of all departmental bid solicitations and are included in the bid package.

14.9 Performance Bond and Payment Bond

For all Public Works contracts over \$25,000, the contractor is to submit to the Commissioner, prior to or at the time of execution of the contract, a performance bond and a payment bond in an amount equal to 100% of the Contract price. For contracts of \$10,000 or more, but not over \$25,000, the contractor may be requested, in lieu of 100% bonds, to provide an irrevocable letter of credit or a performance bond and a payment bond in an amount equal to 50% of the contract price. The bonds required on any contract will be based on the estimated contract amount and will be specified in the bid specifications. 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. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the guarantee provisions of the contract.

14.10 Acceptance or Rejection of Bids

- a) The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to

enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids where in the best interest of the City.

b) If the contract is to be awarded, the Commissioner shall give the successful bidder a Notice of Award within forty-five days after the day of the bid opening.

c) 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.

14.11 Modification and Withdrawal of Bids

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 a bid if the bidder meets the requirements of 66.29(5), State Statutes.

14.12 Opening of Bids

Bids shall be publicly opened at the time and place as indicated in the Invitation to Bid and Official Notice.

14.13 Adequacy of Bids

A bid which appears unreasonable or inadequate for any item in the schedule of quantities stated in the proposal form may be rejected.

14.14 Bids to Remain Open

All bids shall remain open for 45 days after the day of the bid opening or until execution of contract, whichever occurs first.

14.15 Late Bids

Bidders are cautioned to allow ample time for transmittal of the Bid by mail or hand delivery, courier, by the bid deadline to Frank P. Zeidler Municipal Building, 841 N. Broadway, Room 506, Milwaukee, Wisconsin 53202. Fax bids are not permitted. **Bids received after the due date and time will be rejected.**

14.16 Protest and Appeal Procedure

Prior to Bid Opening - Protests regarding form and content of bid documents must be received by the Commissioner of Public Works not less than five days prior to the scheduled bid opening time. A protest shall be in writing and state the reason for it. The protest will be reviewed and if modification is necessary, the bid opening day will be extended and addenda sent to each bidder. The decision of the Commissioner is final.

15.0 PROTECTION OF WORK AND PROPERTY - EMERGENCY

- 15.1 The CONTRACTOR shall at all times safely guard all property from injury or loss in connection with this contract. CONTRACTOR shall at all times safely guard and protect the work site, and that of adjacent property, from damage. The CONTRACTOR shall replace or make whole any such damage, loss, or injury unless such be caused directly by the City.
- 15.2 In case of some emergency which threatens loss or injury of property and/or safety of life, the CONTRACTOR will be allowed to act, without previous instructions from the Commissioner, in a diligent manner. The CONTRACTOR shall notify the Commissioner immediately thereafter. Any claim for compensation by the CONTRACTOR due to such extra work shall be promptly submitted to the Commissioner for approval. The Commissioner's determination shall be final and conclusive.
- 15.3 Where the CONTRACTOR has not taken action but had notified the Commissioner of an emergency threatening injury to persons or damage to the work or any adjoining property, the CONTRACTOR shall act as instructed or authorized by the Commissioner.
- 15.4 Prior to commencing an excavation in the immediate vicinity of any building or other structure, the safety of which may be endangered thereby, the CONTRACTOR shall comply with all requirements of applicable law. The CONTRACTOR shall serve the required notice upon the owner of such building or structure or the agent, naming the date of commencement of such work and allotting a reasonably sufficient length of time for the owner to take steps to protect the property. Throughout the course of the work adjacent to such property, the CONTRACTOR shall exercise due precaution and care and, at own expense, shall furnish and place such extra timbering, bracing, and sheathing as may be necessary to insure against the loss of ground adjacent to the excavation and, when so indicated or when so ordered in writing, as an extra, by the Commissioner, shall leave such portions of timbering, bracing, and sheathing in place, as the Commissioner may direct. The CONTRACTOR must also take necessary precautions in the work operations to prevent the loss or settlement of such adjacent grounds and avoid the use of equipment which would tend to encourage such settlement or loss of ground.
- 15.5 The CONTRACTOR shall safeguard from and be solely responsible for all damage resulting from the work operations to water, gas, steam or drain pipes, street and building sewers, building services, catch basins, manholes, conduits, cables, hydrants, valve and stop boxes, light poles, street lighting cables and transformers, traffic signals, traffic and street signs, fire and police alarm boxes, mail boxes, or any other privately or publicly owned existing installation or structure and the right-of-way structure of any steam or electric railway or railroad. The CONTRACTOR shall also safeguard from and be solely responsible for damage to pavements, sidewalks, curbs, gutters, trees, shrubbery, or lawns. The cost of all safeguarding shall be included in the price bid for work under the contract.
- 15.6 The CONTRACTOR shall be held liable for any and all property damage, including damage to underground utilities marked by Diggers Hotline and/or injury or harm to persons resulting from work that is performed under this contract.
- 15.7 Any damage to structures, sidewalks, curbs, gutters and street pavement shall be repaired with like materials in accordance with City of Milwaukee specifications, at the CONTRACTOR'S expense. All trees, shrubs or landscaping (including hardscape, irrigation, fencing, or other improvements) on public or private property that are damaged or destroyed shall be repaired or

replaced to preexisting condition at the CONTRACTOR'S expense. Any damaged to turf outside of contract limits such as deep ruts or track damage caused by equipment shall be restored with fresh-cut bluegrass sod.

16.0 LIABILITY AND INSURANCE REQUIREMENTS:

- 16.1 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 or 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.
- 16.2 The CONTRACTOR shall be responsible for and shall save the City harmless from, and defend the City against all liability for damages occasioned by contract operations, or which may result therefrom or which may result in any way from the negligence or carelessness of the CONTRACTOR, the CONTRACTOR's agents, employees, workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work, and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the construction or execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges, and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the execution of the work.
- 16.3 Each Prime CONTRACTOR must furnish to the City of Milwaukee, prior to the start of work, certificates of insurance which confirm that the Prime CONTRACTOR has the types and amounts of insurance referenced in Sections 25.3 (a) through (e). The Prime 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 Prime CONTRACTOR is fully responsible for assuring subcontractor compliance with all the insurance requirements specified herein.

a) Worker's Compensation And Employers' Liability

Coverage Amounts

Workers' Compensation

Statutory

Employers' Liability

Bodily Injury By Accident	Each Accident	\$100,000
Bodily Injury By Disease	Each Employee	\$100,000
Bodily Injury By Disease	Policy Limit	\$500,000

To Include
Other State's Coverage

b) Commercial General Liability

Limits Of Liability

Bodily Injury/Property	Each Occurrence	\$1,000,000
Damage	General Aggregate	\$1,000,000
	Products/Completed	
	Operations Aggregate	\$1,000,000
Personal Injury	Aggregate	\$1,000,000

To Include
Occurrence Form
Premises/Operations Coverage
Products/Completed Operations Coverage Including Extension Of Coverage For Two (2)
Years
After Acceptance Of Work By The City
Contractual Liability For Risks Assumed In This Agreement

c) Automobile Liability

Limits of Liability

Bodily Injury/Property Damage	Each Accident	\$1,000,000
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To Include
Coverage On All Owned, Non-owned, And Hired Vehicles

d) Umbrella Liability

Limits Of Liability

Personal Injury/Property	Each Occurrence	\$2,000,000
Damage	Aggregate	\$2,000,000

To Include

Occurrence Form

First Dollar Defense Coverage

Insuring Agreement Which Will Provide Excessive Protection To The Primary Coverage (Exclusive Of Professional Liability)

For coverage's referred to in section 2.9.7. (b), (c), and (d), the City of Milwaukee shall be named as an additional insured.

The worker's compensation and employer's liability certificate should confirm that thirty (30) days notice of cancellation must be provided. For all other insurance coverage's referenced above, sixty (60) days notice of cancellation must be provided.

A separate certificate need not be filed if the Prime Contractor has a current certificate on file with the City of Milwaukee. It is the responsibility of the Prime Contractor to make this determination and to provide evidence of coverage if a previous certification has been filed. No Prime Contractor or Subcontractor shall perform any work under the contract after a certificate has expired or been canceled unless a new or renewal certificate is provided prior to the expiration or cancellation date of the previous certificate. The Prime Contractor shall have the responsibility of ensuring that valid certificates are on file for itself and all Subcontractors it plans to use.

e) Professional Liability

Limits Of Liability

Wrongful Act	Per Incident	\$1,000,000
	Aggregate	\$1,000,000

To Include

Insuring Agreement To Cover Errors And Omissions Including Loss, Costs And Expenses, Which Result From The Operations Of The Service Provider. If Insuring Agreement Is Claims 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 ten (10) days notice of material change, termination or cancellation shall be given by registered mail to the City of Milwaukee, Department of Public Works;

17.0 INVOICING:

- 17.1 The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract, upon receipt of an invoice from the CONTRACTOR.
- 17.2 The CONTRACTOR shall submit an invoice within ten (10) calendar days following the completion of contract work indicated on the "Notice to Proceed".
- 17.3 CONTRACTOR shall photograph (digital date and time stamped images) the work site **before and after** each tree removal. The photographs will serve as documentation of the preexisting conditions of landscaping (including hardscape elements such as sidewalk and patios), and structures (building facades, windows, etc) within the work zone. Copies of all photos in a pdf format, sorted by property address, should be submitted with invoices and include the following information:

- Company Name
- DPW Contract Number
- Property Address
- Date Completed
- Work Crew

- 17.4 Final payment is predicated upon a service performed as deemed acceptable by the City.
- 17.5 All payments will be made on work ordered by the "Notice to Proceed", and/or approved "Change Orders" completed by the CONTRACTOR and accepted by the DEPARTMENT. 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 property 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.
- 17.6 Invoices shall be subject to adjustment for **Work Not Performed, Non-Timely Performance, and Damages**, if any, for which CONTRACTOR is liable, whether actual or projected. The DEPARTMENT shall retain adjustments for projected damaged until such time as the actual cost of the adjustment can be determined.

18.0 MINIMUM WAGES

The CONTRACTOR shall comply with all applicable provisions of Federal and Wisconsin laws pertaining to payment of living wages.

19.0 GENERAL CONDITIONS:

19.1 Decisions of the Commissioner

All work shall be done in compliance with the contract documents. The Commissioner shall decide all questions which shall arise as to the quality and acceptability of materials furnished, work performed, manner of performance, extensions of time, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, disputes, and mutual rights between Contractors under the Specifications. All questions as to the meaning of the contract documents and all questions as to the interpretation of any orders or directives which may have been issued in connection with the work shall be decided by the Commissioner whose decision shall be considered final and conclusive between the parties hereto and binding upon them.

19.2 Supervision

Only qualified personnel shall supervise and perform services in this contract. Contract employees are prohibited from wearing any clothing with offensive or political slogans or writings, using profanity or smoking on private property. If in the City's sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the City, remove any such personnel and replace them with satisfactory personnel. Furthermore, the 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.

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

19.3 Progress of the Work

The Contractor shall proceed with diligence to do the work and shall work continuously without delay. The Contractor shall not suspend operations at own discretion for whatever purpose without City of Milwaukee approval. It is the intent under this Standards and Bid Specifications that the work proceed continuously and expeditiously to completion irrespective of time allowed for completion of the work. Should the Contractor fail to prosecute the work continuously and expeditiously, the Commissioner may invoke the provision of Section 7.14(2) of the Milwaukee City Charter with a recommendation to the Common Council that the Contractor is not deemed to be a competent and reliable bidder and be barred from bidding for a period of time. If interruption of the work occurs during the term of contract which is beyond the control of the Contractor, i.e., strikes, governmental regulations, severe shortage of building materials, fires, or floods which are entirely beyond the control of the Contractor, the Contractor shall within such time as the Commissioner deems reasonable present written notice of such conditions to the Commissioner with a request for interruption of the work or an extension of the time for the completion of the entire contract. If said delays are approved by the Commissioner, such delays will entitle the Contractor to an extension of time as provided

herein, but the Contractor shall not be entitled to damages or additional payment due to these delays. Whenever the Commissioner shall have taken action for the reasons described above to change the term of the contract described in this agreement, it is incumbent upon the Contractor to notify the Surety of such change.

Should the Contractor fail to maintain the rate of progress required to complete the work within the contract time specified, the Commissioner may require that additional workers or equipment be placed on the work or a reorganization of plant layout be effected in order that the work be brought up to schedule and maintained there. Should the Contractor fail to comply therewith, the Commissioner may proceed under the provisions of 19.4 of these Specifications.

In the event work is prosecuted during adverse weather conditions, the Contractor will be required to exercise precautions necessary to produce satisfactory work and shall protect the finished work from the elements. It is agreed and understood that the cost thereof has been included in the unit prices bid for the various items of work in the contract and that no extra compensation be allowed therefore.

19.4 Default and Completion of Work

The Commissioner has the right, in case of the improper or imperfect performance of the work, to suspend the work at any time and to order the entire reconstruction of the same or to re-let the same to some other competent party. The Commissioner has the right, in case the work shall not be prosecuted with such diligence and with such number of employees to insure its completion within the time limited by the contract documents, to suspend such work and re-let the same to some other competent party or employ personnel and secure material for the completion of the same and charge the costs thereof to the Contractor.

When the Contractor or Surety, both if locally available, are notified that the Commissioner has elected to suspend the work, the Contractor shall cease to have the right to occupancy of the work site, and the Commissioner shall have the right to forthwith take possession of any materials, tools, equipment, or plant delivered thereon for work under the contract.

The Surety shall have the right to complete the contract, but in the event that performance has not been commenced within ten days from the date of the notice of suspension, the Commissioner has the right to continue in the possession of and utilize, for the completion of the contract, any and all materials, tools, equipment, and plant which the Contractor has had delivered upon the site of the work, and to prosecute the work to completion either by force account or by contract.

Expenditures made by the Commissioner in completing the work under the contract and in payment of valid claims arising under the terms of the contract shall be deducted from monies due or which would have become due to the Contractor upon completion of the contract. No claims for "extras" arising from the Commissioner's actions in completing the work will be entertained. The Contractor and Surety shall be liable and shall reimburse the City for any costs, in excess of the contract amount, required to complete the work.

19.3 Employees to be Discharged for Cause

When any employee willfully, negligently, or ignorantly fails to perform any of the duties or assignments or is disobedient or abusive and disrespectful to a fellow employee or to the

Commissioner or the Commissioner's representative, such employee shall, upon written order from the Commissioner to the Contractor, be discharged from the work.

19.4 Assignment and Subletting

Any subcontracting of this agreement is mutually recognized by all parties only to the extent of its approval and acceptance by the Commissioner at the time of the award of this contract. The Contractor shall not subsequently assign this contract or any interest therein, nor subcontract the work or any part thereof, without written consent of the Commissioner having first been obtained. If the Contractor submits subsequent written request to the Commissioner for substitution(s) of listed subcontractor(s), the Contractor shall give the Commissioner written assurance that the Contractor will save the City harmless from any damages which may arise from litigation between the original subcontractor(s) and the Contractor as a result of such substitution(s). The decision of the Commissioner shall be final in determining consent for said substitution(s). It is incumbent upon the Contractor to notify the Surety of such consent granted by the Commissioner for said substitution(s).

If the Contractor shall so assign or subcontract without such consent, the Commissioner shall have the right to rescind this contract and to declare the same null and void or to re-let the work to some other competent party, thereupon adjusting and determining the damages to the City arising thereby, and the Contractor shall be liable to the City for such damages as the Commissioner shall so adjust and determine, which adjustment and determination thereof, shall be final and conclusive on the parties thereto.

The Contractor assumes full liability for all acts and omissions of any subcontractor or of anyone employed directly or indirectly by either said Contractor or any subcontractor, and this liability shall be in addition to any other legal liability of the Contractor. Neither the approval nor endorsement of the Commissioner nor anything contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the City.

Consent to the assignment or subletting of this contract or of any part thereof or any alterations which may be made in the terms of this contract or in the work to be done under it or the granting of any extension of time for the performance of the contract or any other forbearance on the part of either the Commissioner or Contractor to the other shall not in any way release the Contractor or Surety or their heirs, executors, administrators, successors, or assigns from their liability hereunder.

The Contractor, to the extent practicable, shall maintain a list of all subcontractors and suppliers performing work or furnishing materials under each formal contract. This list must be submitted to the Commissioner upon request.

20.0 **CANCELLATION:**

20.1 Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least five (5) days before the effective date of such termination. The

City may re-let the work to be performed under this Contract to some other competent party, or employ persons and secure material for the completion of same, and charge the costs thereof to the Contractor. In such event, all finished or unfinished work accomplished by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

20.2 Termination for Convenience of the City

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

20.3 Unforeseen Delay

If the City is prohibited or enjoined from proceeding with the work or from authorizing its prosecution, either before or after its commencement, by reason of any litigation or otherwise, the Contractor shall not be entitled to any damages by reasons of the delays thereby caused, except for the actual cost of protection of such work as the Contractor may have underway for the cost of removal and replacement of such tools, plant, and materials, as the Contractor may have delivered upon the work site, and such cost is to be determined by the Commissioner. The time of completion may be extended for such time, as in the judgment of the Commissioner, shall be equal to the aggregate delay.

20.1 If after an award is made and Notice to Proceed with Work issued, the CONTRACTOR refuses to do the work or fails to fully initiate the work according to the specifications, the contract will be subject to cancellation. Upon such cancellation, the CONTRACTOR and CONTRACTOR'S sureties shall be liable for all Liquidated Damages and shall pay to the City a sum amounting to the administrative cost of procuring another CONTRACTOR and any and all such costs above and beyond those specified in the contract.

20.2 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

Notice to Contractors
City of Milwaukee – Dead and Hazard Tree Abatement and Site Restoration –
Official Notice # 120-1-2016
Bid Form Attachment A

Furnishing of all labor, materials, supervision, and equipment necessary to perform Dead and Hazard Tree Removal, Pruning and Site Restoration work on **private property** located in the City of Milwaukee, in accordance with Standards and Bid Specifications for Dead and Hazard Tree Abatement and Site Restoration.

Base Bid Lump Sum Total for Tree Removal (ALL DIAMETER CLASSES) and Site Restoration

(Bid in FIGURES) \$ _____ lump sum

(Bid in WORDS) \$ _____ lump sum

UNIT PRICES:

Each bidder shall provide the following unit prices which were used in arriving at the Base Bid. The Unit Prices will be used for deletions or additions to the Bid Quantities from the work required under the contract. All tree measurements are Diameter at Breast Height DBH (4.5 feet above ground level).

Tree Removal Unit Price: Less than 10.6" DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 50 less than 10.6" DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 50 less than 10.6" DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. less than 10.6" DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

**Notice to Contractors
City of Milwaukee – Dead and Hazard Tree Abatement and Site Restoration –
Official Notice # 120-1-2016
Bid Form Attachment A**

Tree Removal Unit Price: 10.6 – 16.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 75 ea. 10.6 – 16.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 75 ea. 10.6 – 16.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 10.6” – 16.5” DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal Unit Price: 16.6 – 20.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 175 ea. 16.6 – 20.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 175 ea. 16.6 – 20.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 16.6” – 20.5” DBH)

(Unit Price Bid in Figures) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Notice to Contractors

**City of Milwaukee – Dead and Hazard Tree Abatement and Site Restoration –
Official Notice # 120-1-2016
Bid Form Attachment A**

Tree Removal Unit Price: 20.6 – 24.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 175 ea. 20.6 – 24.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 175 ea. 20.6 – 24.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 20.6” – 24.5” DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal Unit Price: 24.6 – 28.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 100 ea. 24.6 – 28.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 100 ea. 24.6 – 28.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 24.6” – 28.5” DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Notice to Contractors
City of Milwaukee – Dead and Hazard Tree Abatement and Site Restoration –
Official Notice # 120-1-2016
Bid Form Attachment A

Tree Removal Unit Price: 28.6 – 32.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 40 ea. 28.6 – 32.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 40 ea. 28.6 – 32.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 28.6” – 32.5” DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal Unit Price: 32.6 – 36.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 25 ea. 32.6 – 36.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 25 ea. 32.6 – 36.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 32.6” – 36.5” DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Notice to Contractors
City of Milwaukee – Dead and Hazard Tree Abatement and Site Restoration –
Official Notice # 120-1-2016
Bid Form Attachment A

Tree Removal Unit Price: 36.6 – 40.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 15 ea. 36.6 – 40.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 15 ea. 36.6 – 40.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 36.6” – 40.5” DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal Unit Price: 40.6 – 44.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 15 ea. 40.6 – 44.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 15 ea. 40.6 – 44.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 40.6” – 44.5” DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Notice to Contractors
City of Milwaukee – Dead and Hazard Tree Abatement and Site Restoration –
Official Notice # 120-1-2016
Bid Form Attachment A

Tree Removal Unit Price: 44.6 – 48.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 5 ea. 44.6 – 48.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 5 ea. 44.6 – 48.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 44.6” – 48.5” DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal Unit Price: 48.6 – 52.5” DBH

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Tree Removal **Subtotal** in FIGURES (Qty 5 ea. 48.6 – 52.5” DBH) \$ _____

Tree Removal **Subtotal** in WORDS (Qty 5 ea. 48.6 – 52.5” DBH) \$ _____

Hazard Tree Pruning (maximum 1/3 crown removal): (Qty 1 ea. 48.6” – 52.5” DBH)

(Unit Price Bid in FIGURES) \$ _____ EACH

(Unit Price Bid in WORDS) \$ _____ EACH

Notice to Contractors

City of Milwaukee – Dead and Hazard Tree Abatement and Site Restoration –

Official Notice # 120-1-2016

Bid Form Attachment A

CONTRACT AWARD

The Commissioner of Public Works will award the contract based on the **Base Bid Lump Sum Total for Tree Removal**, as funds permit.

Dead and Hazard Tree Abatement and Site Restoration

Bid Form A-1

Official Notice: 120-1-2016

Project No. 1

Inventory of Dedicated Equipment (Purchased/Leased) and ISA Certified/Line Clearance Certified Personnel

Contractor:

Item	Quantity	Make/Model	Year	ID Number	Type	Owner/Lienholder	Certified Personnel (Line Clearance (LC) / ISA Certified Arborist (CA))
Example	1	Arbortech Chip Body	2012	2012-ABC	14 CY Chip Body	Company A	
Example	1	Teupen TC51A-57'	2015	2015 - XYZ	Spider Lift	Company C	
Example	2	Bandit 1590 XP	2013	2013 - xxx	Brush Chipper	Company A	
1							John Smith (LC, CA)
2							
3							
4							
5							
6							
7							
8							
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