

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

INVITATION TO BID

Commissioner of Public Works
Phone: 414-286-3314

OFFICIAL NOTICE NO. 146-1-2015

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than **Friday, November 20, 2015, at 10:30 A.M.**

One MANDATORY pre-bid meeting will be held at the Century City Site on Tuesday, November 10, 2015, and begin PROMPTLY at 9:00 a.m. Please enter at 2725 W. Hopkins Street, Gate #2

(Please Note: Prior to entering the site, anyone showing up for the site visit will need to have a flash light, steel tipped boots, hard hat, safety glasses, and a reflective vest.)

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 146-1-2015, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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

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

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

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

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

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

DESCRIPTION **Snow and Ice Removal Services
at the Century City Site
2725 W. Hopkins Street
Milwaukee, WI**

DETAILS OF SPECIFICATIONS: dated November 3, 2015

**FOR: Snow and Ice Removal Services
at the Century City Site
2725 W. Hopkins Street
Milwaukee, WI**

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

Liquidated damages: See Specifications

Time of contract: Contract to be executed as soon as possible after award and extend for the entire 2015-2016 snow season (thru May 30th, 2016), with the option to extend for two additional snow seasons (October 1st to May 30th) upon mutual consent of both parties. Snow and Ice Removal Services will be on an as needed as requested basis

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(Please Note: Prior to entering the site, anyone showing up for the site visit will need to have a flash light, steel tipped boots, hard hat, safety glasses, and a reflective vest.)

BID SECURITY REQUIRED: BOND, CERTIFIED CHECK, or CASHIER'S CHECK: \$500.00

DETAILED SPECIFICATIONS: November 3, 2015

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

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICE OF THE COMMISSIONER OF PUBLIC WORKS ON **Friday, November 20, 2015, at 10:30 A.M.**

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

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

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

Questions regarding this Bid should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the Formal Bid are due by **4:45 p.m.** on **November 12, 2015**. Any additional information and/or clarification(s) regarding this Bid will be issued in the form of an addendum to this Bid on or before **November 13, 2015**.

UNIT PRICES

FOR: **Snow and Ice Removal Services**
at the Century City Site
2725 W. Hopkins Street
Milwaukee, WI

ALL BIDS MUST BE TYPED OR PRINTED

For furnishing all necessary supervision, labor, equipment and materials necessary and/or required to complete the snow and ice removal services work at the Century City in accordance with the bid documents and specifications

BASE BID TOTAL SUM:

Calculated BASE BID TOTAL based on the following formula:

Base Bid= (unit price 1 x 47) + (unit cost 2 x 10) + (unit price 3 x 47) + (unit cost 4 x 10)

(Bid in figures) \$ _____

(Bid in words) \$ _____

UNIT PRICES:

Each bidder shall provide on the bid proposal the following unit prices. Unit prices are to be used in arriving at the base bid. The unit prices will be used for the work required under the contract. Unit prices will govern the amount paid to the contractor. The unit prices will be used for additions to or deductions from work required under the contract.

Unit Price No. 1:

For furnishing all necessary labor, equipment and materials relative to snow and ice removal of one (1) inch of snow accumulation from 15,065 **linear feet** of sidewalk and interior roads

(Bid in figures) \$ _____ per inch

(Bid in words) \$ _____ per inch

Unit Price No. 2:

For furnishing all necessary labor, equipment and materials necessary to apply one application of salt to 10,065 **linear feet** of sidewalk of the outside perimeter of the Century City site

(Bid in figures) \$ _____ per application

(Bid in words) \$ _____ per application

Unit Price No. 3:

For furnishing all necessary labor, equipment, and materials relative to snow and ice removal of one (1) inch of snow for 173,000 **square feet** of driveway, parking areas, and pedestrian entrances for Century City 1 and Building 36 property

(Bid in figures) \$ _____ per inch

(Bid in words) \$ _____ per inch

Unit Price No. 4:

For furnishing all necessary labor, equipment and materials necessary to apply on application of salt to 173,000 **square feet** of driveways, parking areas, and pedestrian entrances for the Century City 1 property and Building 36 property

(Bid in figures) \$ _____ per application

(Bid in words) \$ _____ per application

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

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

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

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

ACKNOWLEDGEMENTS PAGE

Official Notice No. 146-1-2015

SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

We acknowledge the receipt of Addenda _____ to _____ inclusive.

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

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

Rev. 2/2012

Official Notice No. 146-1-2015

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

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

Telephone No. _____

Fax No. _____

Address _____

(City, State, Zip Code)



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

MUST BE SIGNED

Official Capacity _____

BID DATED _____

SBE Contractor: Yes: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

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

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



MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public, _____ County

State of _____

(Notary **Signature**)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

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

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

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

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

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

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

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

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

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

Notary Signature

My commission expires _____, 20_____.

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

Please complete and sign below and return this form to:

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

Submittal required prior to start of work on this project.

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

Signature/Authorized Official

Date

Printed Name

C
Contract Number

Title

Name of Company

Disclosure of Ownership

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

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

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

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

Other Construction Business

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

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

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

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

**City of Milwaukee
Department of Public Works**

Residents Preference Program Provisions

I. General

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

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

II. Definitions

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

III. Residency Utilization Requirements

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

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

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

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

Contractor Name

DPW Contract No.

Employee Affidavit
Residents Preference Program

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

Residency status:

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

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

AND

Unemployment status:

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

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

OR

Underemployed status:

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

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

Notary Public Milwaukee County

RPP Chart

Income Eligibility Guidelines July 1, 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 School Nutrition Programs

City Of Milwaukee

Department Of Public Works

Small Business Enterprise (SBE) Provisions

I. General

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

II. Definitions

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

III. SBE Utilization Requirements

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

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

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

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

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

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

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

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

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

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

Fill in BID REQUIREMENTS: _____ %SBE

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

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

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

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

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

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

Form D –SBE MONTHLY REPORT

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

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

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

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

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

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

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

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

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

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

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

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

(14) Date _____

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

DIRECTIONS FOR SBE MONTHLY REPORT (FORM D)

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

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

City Of Milwaukee

Department Of Public Works

Small Business Enterprise Program (SBE)
Subcontractor Payment Certification

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

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

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

SBE Subcontractor Name : _____

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

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

Dated: _____ Signature of SBE Subcontractor: _____

Printed Name & Title of Certified SBE Subcontractor:

Acknowledged by Prime Contractor Signature: _____

Printed name & Title of Prime Contractor: _____

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

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

Prime Contractor: _____

SBE Subcontractor: _____

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

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

Dated: _____ Signature of Prime Contractor: _____

Printed Name & Title of Prime Contractor: _____

Acknowledged by: SBE Subcontractor Signature: _____

Printed name & Title of SBE Subcontractor: _____

**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, 2015 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 **\$10.66** 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, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.

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.

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

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

SUMMARY OF HOURS WORKED
(TARGET RESIDENCY VS TOTAL HOURS)

(REV. 01/01/01)

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

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

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

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

1. I am the _____ of _____, a _____.
 (Title) (Company Name) (State)
 Corporation, partnership, or individual of _____,
 (City, Village, Township) (State)

and make this affidavit pursuant to the provisions of Wis. Stat. § 103.503.

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

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

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

 Notary Signature

 Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

1121-2004-1516/96897

PROPOSED RESIDENT/APPRENTICE UTILIZATION FORM

This is a preliminary statement of proposed workforce needs where known

Official Notice # _____ Project # _____ Contract # _____

Contractor _____

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

NAME and ADDRESS of Target Area Residents:

NAME and ADDRESS of Apprentices:

NOTICE TO CONTRACTORS

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

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

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

CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF COMPLIANCE

**DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED
FROM SLAVERY BY CONTRACTORS**

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

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

Please check one:

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

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

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

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

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

NOTARY PUBLIC _____ County, _____ State _____

SIGNATURE: _____

PRINT NAME: _____

(Seal)

My commission expires: _____

Ref: slaverydisclosureaffidavit

Department of Public Works General Specifications

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

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

Specifications

**Department of Public Works
Official Notice #146-1-2015**

**Snow and Ice Removal Services
at the Century City Site
2725 W. Hopkins Street,
Milwaukee, WI**

Technical Specifications

BACKGROUND

The Century City Business Park (CCBP) encompasses 11 contiguous parcels near the intersection of North 31st Street & West Capitol Drive (see **Parcel Map**). The CCBP is an active construction site that also has multiple tenants. For the sake of this bid the CCBP will be identified by four areas:

- **Sidewalk & Bus Stop Areas** – shown on **Map 1**
- **Interior Plow Routes** – shown on **Map 2**
- **Century City 1** - shown on **Map 3**
- **Building 36** – shown on **Map 4**

The successful responsible and responsive bidder is expected to provide all labor, materials, supervision, equipment and services as may be necessary or requested by the City Development, of the City of Milwaukee, to perform services necessary for the removal of snow and ice from the 11 parcels associated with the Century City Site. Note: the Redevelopment Authority of the City of Milwaukee (RACM) manages the CCBP. The RACM Project Manager will be the successful bidder's primary contact.

I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit unit prices for the work listed in Section III. **SCOPE OF WORK**, complete in every respect and in accordance with the bid documents and specifications herein. Calculate the Base Bid Total Sum price, pursuant to the bid formula included under "Bid Evaluation" in this section.

Bids will not be accepted in any form except on the bid form included with this project manual. The contractor must recognize and abide by the right of the Owner (City of Milwaukee) to accept or reject any or all bids in the best interests of the City.

B. **UNIT PRICES:** Each bidder shall provide on the bid proposal the following Unit prices. Unit prices are to be used in arriving at the Base Bid Total Sum. The unit prices will be used for work required for the project under the contract.

Unit prices shall include the cost for all labor, materials, and equipment necessary to complete the scope of work, including: overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, and profit on "Wage Rate" and/or "cost" and other expenses.

Unit Price No. 1: State the cost for furnishing all necessary labor, equipment and materials relative to snow and ice removal of one (1) inch of snow accumulation from 15,065 **linear feet** of sidewalk.

Unit Price No. 2: State the cost for furnishing all necessary labor, equipment and materials necessary to apply one application of salt to 10,065 **linear feet** of sidewalk of the outside perimeter of the Century City site

Unit Price No. 3: State the cost for furnishing all necessary labor, equipment, and materials relative to snow and ice removal of one (1) inch of snow for 173,000 **square feet** of driveway, parking areas, and pedestrian entrances for Century City 1 and Building 36 property.

Please note, the total square footage of this unit price may increase or decrease through the life of the contract pursuant to tenant/occupation changes of the Century City 1 property and/or the Building

No. 36 property. The City reserves the right to adjust the cost of this unit price by calculating the square footage rate from the unit price provided in the bid

Unit Price No. 4: State the cost for furnishing all necessary labor, equipment and materials necessary to apply on application of salt to 173,000 **square feet** of driveways, parking areas, and pedestrian entrances for the Century City 1 property and Building 36 property.

Please note, the total square footage of this unit price may increase or decrease through the life of the contract pursuant to tenant/occupation changes of the Century City 1 property and/or the Building No. 36 property. The City reserves the right to adjust the cost of this unit price by calculating the square footage rate from the unit price provided in the bid

C. BID EVALUATION:

Base Bid Total Sum defined by following formula.

Bids will be evaluated by adding the sum of the bid amounts for each of the unit prices and multiplying them by related contract breakdown figures listed in paragraph below. **Contract award will be based on calculated Base Bid Total Sum.**

The City reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City

The unit prices provided with this bid will be used as a basis for payment of the work completed. (The following are figures **for bid evaluation purposes only** and are not an indication or guaranty of work.)

This column represents the amount of a bidder's unit prices that would be entered into the bid form



Formula Example:

snow and ice removal of one (1) inch of snow accumulation from 15,065 linear feet of sidewalk	\$300.00	X 47 (inches) =	\$14,100.00
apply one application of salt to 10,065 linear feet of sidewalk of the outside perimeter of the Century City site	\$400.00	X 10 (applications) =	\$4,000.00
snow and ice removal of one (1) inch of snow accumulation from 173,000 square feet of driveways, parking areas, and pedestrian entrances for the Century City 1 property and Building 36 property	\$300.00	X 47 (inches) =	\$14,100.00
apply one application of salt to 173,000 square feet of driveways, parking areas, and pedestrian entrances for the Century City 1 property and Building 36 property	\$400.00	X 10 (applications) =	\$4,000.00

BASE BID TOTAL = \$36,200.00

D. BID SUBMITTAL CHECKLIST (**Important**): CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- Bid Page – DPW 125
- Unit Prices
- Acknowledgement Page (acknowledgement of addenda if applicable)
- Signature Page (3 signatures required)
- Non-Collusion Affidavit
- Disclosure of Ownership
- Attachment A – Inventory of Equipment
- Bid Security

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

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

F. CONTRACT AWARD: The Commissioner of the Department of Public Works will award the contract on the basis of the formula in the Bid Evaluation in the amount of the BASE BID TOTAL SUM. 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.

If the contract is to be awarded, the Commissioner shall give the successful bidder a Notice of Award within forty-five (45) days after the day of the bid opening.

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.

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

H. MODIFICATION AND WITHDRAWAL OF BIDS: Bidders are expected to examine the invitation to bid, drawings, maps, specifications and all instructions pertaining to services described herein. A bidder may withdraw a bid because of error, omission or mistake at any time before the opening of the bids. In such case, the bid shall be returned unopened, and the bidder shall not be entitled to bid on the contract unless it is readvertised and re-let. After bid opening, a bidder may only withdraw or correct a bid if the bidder meets the requirements of 66.29(5), State Statutes.

I. LATE BIDS: Bidders are cautioned to allow ample time for transmittal of the Bid by mail hand delivery, courier, or otherwise 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.

J. CERTIFICATION OF ELIGIBILITY FOR FEDERAL FUNDS: The bidder and any of their SubCONTRACTORS must not have any outstanding Federal, State, County, City or other taxes and are therefore considered to be eligible to receive Federal Funds.

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

L. CONTRACT EXTENSION: This contract may be extended for two (1) additional snow seasons (October 1 through May 30). Extension of the contract is subject to the conditions listed below:

1. Satisfactory completion of work performed.
2. Satisfactory response time, meeting requirements of contract
3. Satisfactory participation by SBE sub-contractor(s) and RPP Participation

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

M. ADDITIONAL PLANS/PROJECT MANUALS: The successful contractor will be responsible for furnishing all additional copies of plans, project manuals, addenda, etc., as may be needed by the contractor and subcontractors. Contractor shall have complete sets of plans and project manuals on the job site at all times. The City will cooperate by making originals available to the contractor/s printer of choice.

N. EXAMINE DOCUMENTS:

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.
2. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.
3. Additional charges will not be as considered for work which, prior to bidding, could reasonably be inferred as appropriate by examination of the contract documents, and closely reviewing the work as indicated above.

II. GENERAL REQUIREMENTS

A. BONDING:

1. Bid Security: **Bid security required is Five Hundred Dollars (\$500.00)** for this bid. 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. Cash Security will NOT be accepted. 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.

2. Performance Bond/Payment Bond: The successful bidder shall 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. 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 provisions of the contract.

B. LIABILITY AND INSURANCE REQUIREMENTS

1. Protection Against Liability: CONTRACTOR covenants and agrees that CONTRACTOR shall save and indemnify and keep harmless the City against all liability, judgments, costs, and expenses, which may in any way come against the City in consequence of the granting of the contract, or which in anyway results from the carelessness or neglect of the CONTRACTOR or the agents, employees, or workers of the CONTRACTOR or SubCONTRACTORS in any respect whatever, and in every such case where judgment is recovered against the City by reason of the carelessness or negligence of the CONTRACTOR or the CONTRACTOR's agents, employees 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.

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 mowing and snow and ice removal 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.

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 (a) through (d). 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 within the Department of Public Works General Specifications located at http://www.mpw.net/services/bids_home

4. Additional Insureds: CONTRACTOR must list the following entities as additional insureds on the aforementioned policies listed in the DPW General Specifications: City of Milwaukee; Century City 1 LLC; Century City Redevelopment Corporation; Redevelopment Authority of the City of Milwaukee

C. WORK BY OTHERS:

1. Project roles are defined as follows:

a. OWNER – The City of Milwaukee.

b. OWNER’s REPRESENTATIVE– RACM Project Manager.

c. CONTRACTOR – The successful bidder of this contract.

d. CONTRACTOR’s REPRESENTATIVE – The CONTRACTOR’s Project Manager.

e. SUBCONTRACTOR(s) – Any lower-tiered CONTRACTOR to the CONTRACTOR.

2. The CONTRACTOR shall not obstruct or cause delay in progress of work by others on the Property. CONTRACTOR shall coordinate with others performing work at the property regarding access, material staging areas, and work schedules. .

3. The CONTRACTOR shall coordinate all Work, or specifically identified portions of the Work, with the OWNER’s REPRESENTATIVE to allow for entry to inside of the building, obtain direction for locating equipment and materials, and obtain prior approval from OWNER’s REPRESENTATIVE for changes to the initial schedule

4. CONTRACTOR’S REPRESENTATIVE shall be experienced and shall be directly in charge of the installation, all staff, and staff contractors associated with this work.

D. SUPERVISION OF WORK:

1. Contractors shall furnish the services of an experienced foreman or superintendent.

2. He shall be constantly in charge of the installation of the work together with all subcontractors, helpers, and labor required to unload, transfer, erect, connect up, adjust, start, operate and test each system.

3. He shall be thoroughly acquainted with and be responsible for the various subcontractors' work so that it is properly coordinated and supervised to the satisfaction of the Commissioner of DPW or his representative.

E. LIVING WAGE APPLIES: In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Contract. By executing the work on this Contract, the Contractor certifies that it knows of the provisions of this section, intends to comply with them and agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of **not less than \$10.66 per hour**. Currently, Section 310-13 requires that on March 1, 2014, 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.

F. INVOICING: The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract including verification of work completed, upon receipt of an invoice from the CONTRACTOR. The CONTRACTOR shall be paid for Snow and Ice Removal on a per inch accumulation basis as reported by the National Weather Service for the Milwaukee area (53216). Invoicing for snow and ice removal shall be submitted after each snow event. Invoices must include documentation that services were completed as required by the Contract and Specifications, including quantity of snow/ice accumulation removed to the nearest inch, contract unit cost per inch of snow and ice removal, and date range (from date – to date) for invoiced snow/ice accumulation removed.

All contract disputed compliance related matters must be resolved prior to payment of invoices. 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.

Final payment is predicated upon a service performed as deemed acceptable by the DPW.

G. PAYMENT MONITORING REQUIREMENTS: All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286.5553

H. LIQUIDATED DAMAGES:

1. Work Not Performed: In the event the Contractor fails to execute the work with such diligence as to insure its completion in accordance with the Work Requirements, DPW 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 and the contract will be terminated for cause.

2. Non-Timely Performance: - In the event the Contractor fails to execute work with such diligence as to insure its completion in accordance with the Work Requirements, DPW may procure the services of another Contractor (Secondary) to complete the work. The Contractor and his/her sureties shall be financially liable to pay any difference between Contractor's bid price and the Secondary Contractor's bid price.

I. SUBCONTRACTING: If the PRIME CONTRACTOR is not a Certified Small Business Enterprise (SBE) CONTRACTOR, the PRIME CONTRACTOR must use SubCONTRACTORs that are certified SBE's. The City of Milwaukee Ordinance requires that certified SBE's be utilized for 25% of the total dollars annually expended through prime contracts.

III. SCOPE OF SERVICES:

A. WORK TO BE DONE

1. The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested by the RACM Project Manager, hereinafter referred to as "RACM PM," to perform services necessary for the removal of snow and ice from the 11 parcels associated with the Century City Business Park. The scope of work is to include the removal of snow and ice from: (1) public sidewalks, bus stops, and fire hydrants surrounding the Primary Site and the Outlots; (2) the Interior Plow Routes; (3) the Century City 1 property to include driveways, parking areas, overhead service doors and pedestrian entrances (91,000-sq. ft); (4) The Building 36 property, to include driveways, parking areas, overhead service doors and pedestrian entrances (82,000-sq. ft.). The sidewalks to be cleared around the Primary Site and the Outlots have 10,065 linear feet. The pathway to be cleared inside the perimeter fencing of the Primary Site is approximately 5,000 linear feet. Sidewalks and bus stops shall be treated with sodium chloride or salt so that snow and/or ice will melt at all temperatures.

2. Snow and ice shall be completely removed from the full width of the sidewalk along the outside perimeter of the Primary Site and the Outlots, including the thirteen (13) associated bus stops, and one clear pathway inside the perimeter fencing of the Primary Site, within twenty-four (24) hours of each ending snowfall 6 inches or less, and within forty-eight (48) hours with accumulation greater than 6 inches. All sidewalk surfaces shall be treated with sodium chloride or salt immediately after removal of the snow and ice in sufficient quantities and frequencies to ensure that sidewalks are cleared of snow and ice at all temperatures. Sidewalks shall be cleared of snow and ice to bare pavement over the full width of the sidewalk.

3. Snow and ice shall be completely removed from the full driveway, parking areas, and pedestrian entrances for Century City 1 and Building 36 within three (3) hours of the snow fall subsiding or three inches of accumulation, whichever occurs first, to allow businesses and customers access to their properties. All surfaces of Century City 1 and Building 36 shall be treated with sodium chloride or salt immediately after removal of the snow and ice in sufficient quantities and frequencies to ensure that these surfaces are cleared of snow and ice at all temperatures.

4. Snow and Ice Maintenance. Between periods of snowfall or ice accumulation, the Contractor shall monitor the Site once a week, or as required by RACM PM, and completely remove any snow or ice that may be deposited or otherwise have formed on the sidewalk and/or parking areas and pedestrian entrances of Building 36 and/or Century City 1. due to wind-blown snow, melting and freezing, etc. to continuously maintain a bare pavement standard across the entire width and length of the sidewalk and/or parking areas and pedestrian entrances of Building 36 and/or Century City 1.

5. The sidewalk areas include approximately 10,065 linear feet of sidewalk. The pathway inside the perimeter fencing of the site includes approximately 5,000 linear feet of sidewalk. The total square footage of driveways, parking areas, and pedestrian entrances for the Century City 1 property and the Building 36 property is 173,000-sq. ft. For informational purposes only, the average seasonal snowfall for the Milwaukee area is 47 inches

6. Snow Drift. Snow drifts may potentially occur. The CONTRACTOR may be dispatched to clear significant drift over the isolated portions or the entire service area if RACM PM determines it necessary. The CONTRACTOR shall be paid the equivalent of three (3) inches snow accumulation of the isolated areas using linear foot or square foot price calculated from unit prices for significant snow drift clearance. RACM PM will determine situations that justify additional clearance/payment outside of general monitoring/maintenance specified herein.

B. LOCATION OF WORK: All work to be performed at the Century City site (“Site”) as shown on the attached maps. Any subsequent additions and deletions thereto, may be made at the discretion of RACM PM.

C. EQUIPMENT REQUIREMENTS:

1 CONTRACTOR shall provide the DPW with a telephone number that shall be staffed during City business hours 6:00am to 5:00pm. In addition, Contractor must maintain a working Facsimile machine. All telephones are to be staffed by Contractor’s employees. Contractor shall respond to all contacts by Department of City Development personnel within twenty four (24) hours after contact to Contractor. Difficulty contacting the Contractor may result in termination of the contract.

2 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 “Attachment A” Inventory of Equipment** for use at the SITE under the terms of this contract. 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 use at the SITE must be provided to DPW before the Notice To Proceed is granted. All declared equipment is subject to verification at any time during the contract period.

3. All snow plowing and salt spreading shall be accomplished by mechanical means, such as 4-wheel drive vehicles narrow enough to plow 6 foot public sidewalks. A **minimum of two (2) continuously operable and available commercial snow removal tractors are required for use at the SITE.** Commercial snow blowers may be utilized to supplement (not in lieu of) minimum equipment requirements. **CONTRACTOR must consistently demonstrate to the satisfaction of DPW that he/she has sufficient equipment and personnel available to complete the required work within the specified time frame after snow or ice accumulation has ceased.**

4. CONTRACTOR is required to have the designated minimum pieces of equipment ready and available for use at the beginning of the snow season for each year.

D. SAFETY: All CONTRACTOR employees or personnel working under the direction of the CONTRACTOR in the execution of this contract must wear all safety apparel or equipment as required by federal, state and local laws and regulations.

E. DAMAGE:

1. The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.

2. The CONTRACTOR shall be responsible for the replacement of any plantings or other property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated maintenance activities. In such case, Owner’s Representative shall specify when replacement is to be made. Any costs for testing of plants damaged or suspected of being damaged by chemical applications made by the CONTRACTOR shall be paid by CONTRACTOR.

F. PERFORMANCE: The CONTRACTOR shall provide RACM PM, within seven (7) calendar days after completion of the removal of snow/ice accumulation, documentation that services were completed as required by the Contract and Specifications; such documentation will contain the date the services were completed in the respective contract area.

G. INSPECTION:

1. All work shall be subject to inspection, examination, or test by the RACM PM at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. The RACM PM shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge to the CITY.
2. Notice of unsatisfactory work shall be provided in writing.
3. Where the CONTRACTOR has failed to complete certain portions of work, and has been given notice to correct the discrepancy and has failed to complete the work (either because the allotted time for correction has passed or a second inspection reveals that the work remains incomplete), Owner's representative, at his/her sole discretion, may take the following action:

Assign any Work Not Completed in accordance with these specifications to a Secondary CONTRACTOR in which case the Prime CONTRACTOR would be financially responsible for any additional costs incurred by the City.

H. CANCELLATION: If after an award is made and Notice to Proceed 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.

I. CHANGES IN WORK: The CITY may make changes to the scope of the work or the number of properties in the inventory. Such additions or deletions shall not invalidate the contract nor shall such change relieve the CONTRACTOR from any of the CONTRACTOR'S obligations under the contract or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the per-inch per property rate as a result of this change.

J. VEHICLE/EQUIPMENT RESPONSIBILITY: 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.

K. CONTRACTOR Personnel Standards and Resource Commitment:

1. Only qualified personnel shall supervise and perform maintenance services in this contract. 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 CITY may require replacement of the CONTRACTORS supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on each crew that speaks fluent English.**
2. 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 Owner's Representative shall be considered a breach of contract, and subject to termination.

L. PERMITS: The CONTRACTOR assumes all responsibility for obtaining and paying for any certificates, permits, or any and all other documents required by municipal, state, or federal authorities for the work to be performed.

M. RESIDENTS PREFERENCE PROGRAM: The CONTRACTOR shall be responsible for attaining a 40% Residents Preference Program (RPP) requirement. The details of the program can be found in the City of Milwaukee Code of Ordinances, Section 309.41. The 40% requirement will be measured over a period equivalent to each snow season referenced herein.

Century City Snow Maps:

Parcel Map

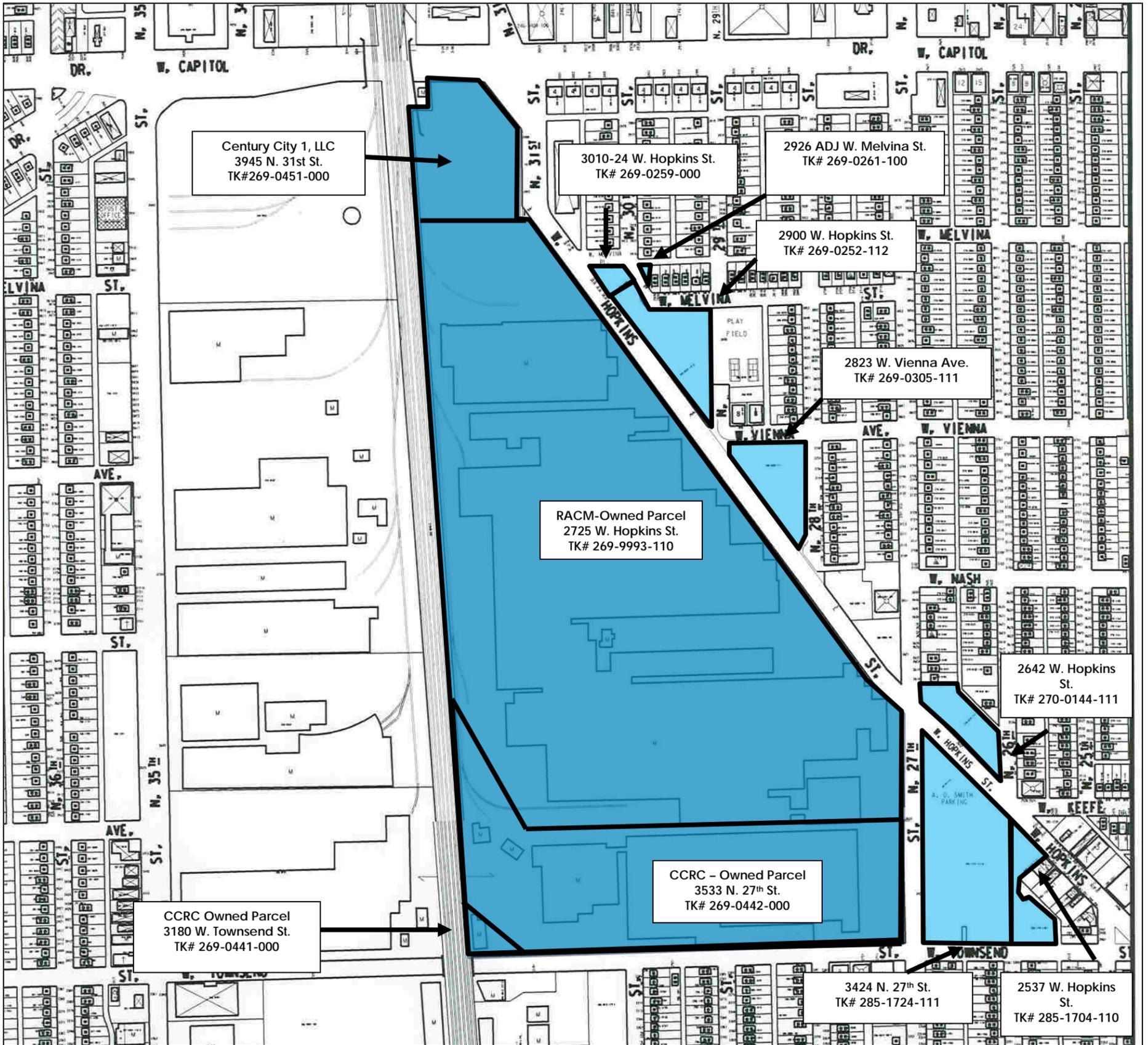
Map 1 – Sidewalks & Bus Stop

Map 2 – Interior Plow Route

Map 3 – Century City 1

Map 4 - Building 36

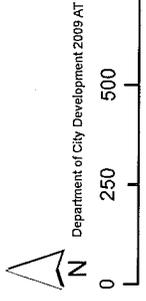
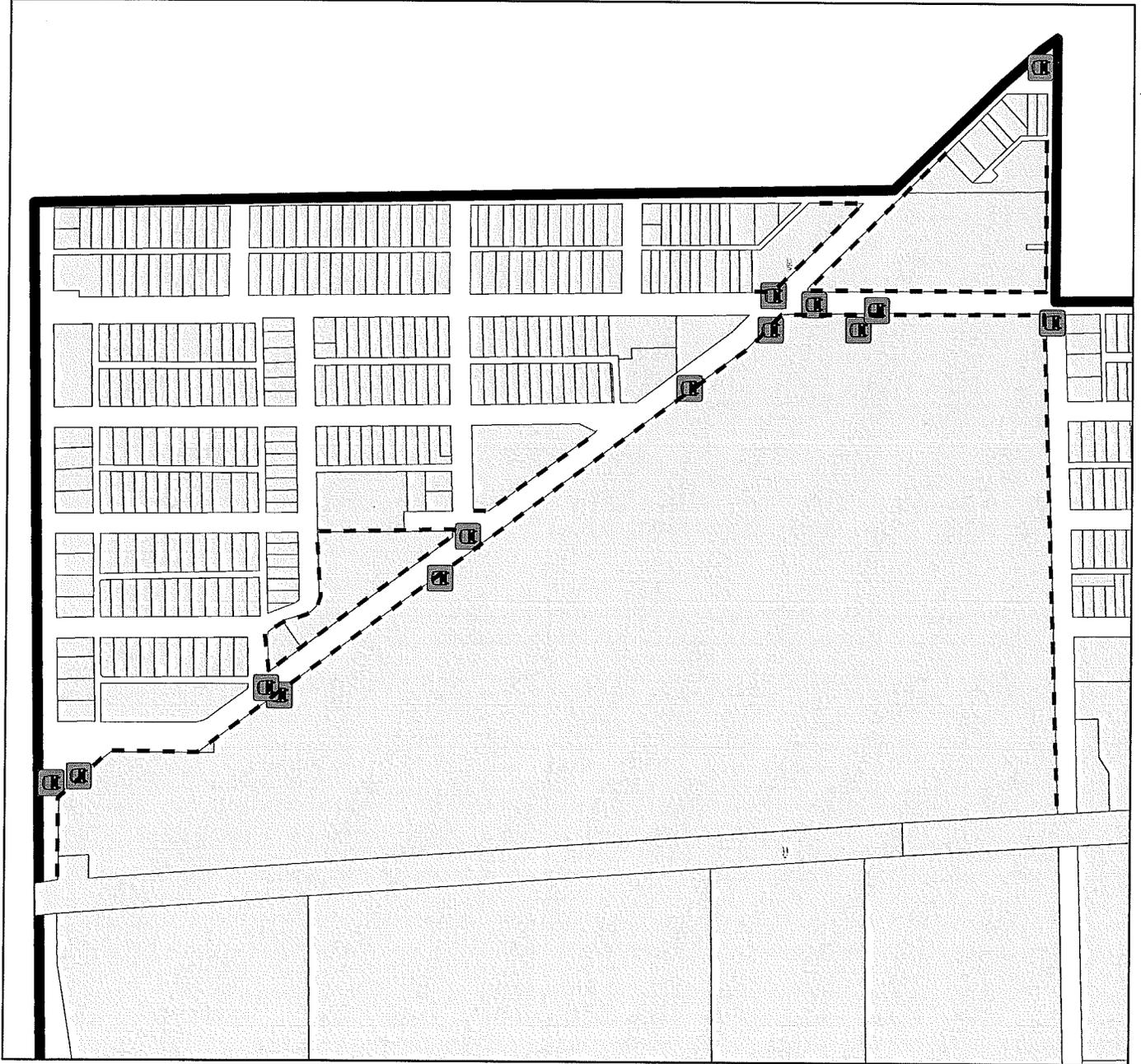
Parcel Map



Map 1

Sidewalks & Bus Stops
Century City Site

-  Tower TID Boundary
-  Bus Stops Near Century City
-  Sidewalks to be Cleared





GRAPHIC SCALE



SNOW PLOW ROUTE



CENTURY CITY SITE



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CENTURY CITY INTERIOR SNOW PLOW ROUTES - MAP 2

DATE: 10/13/2015

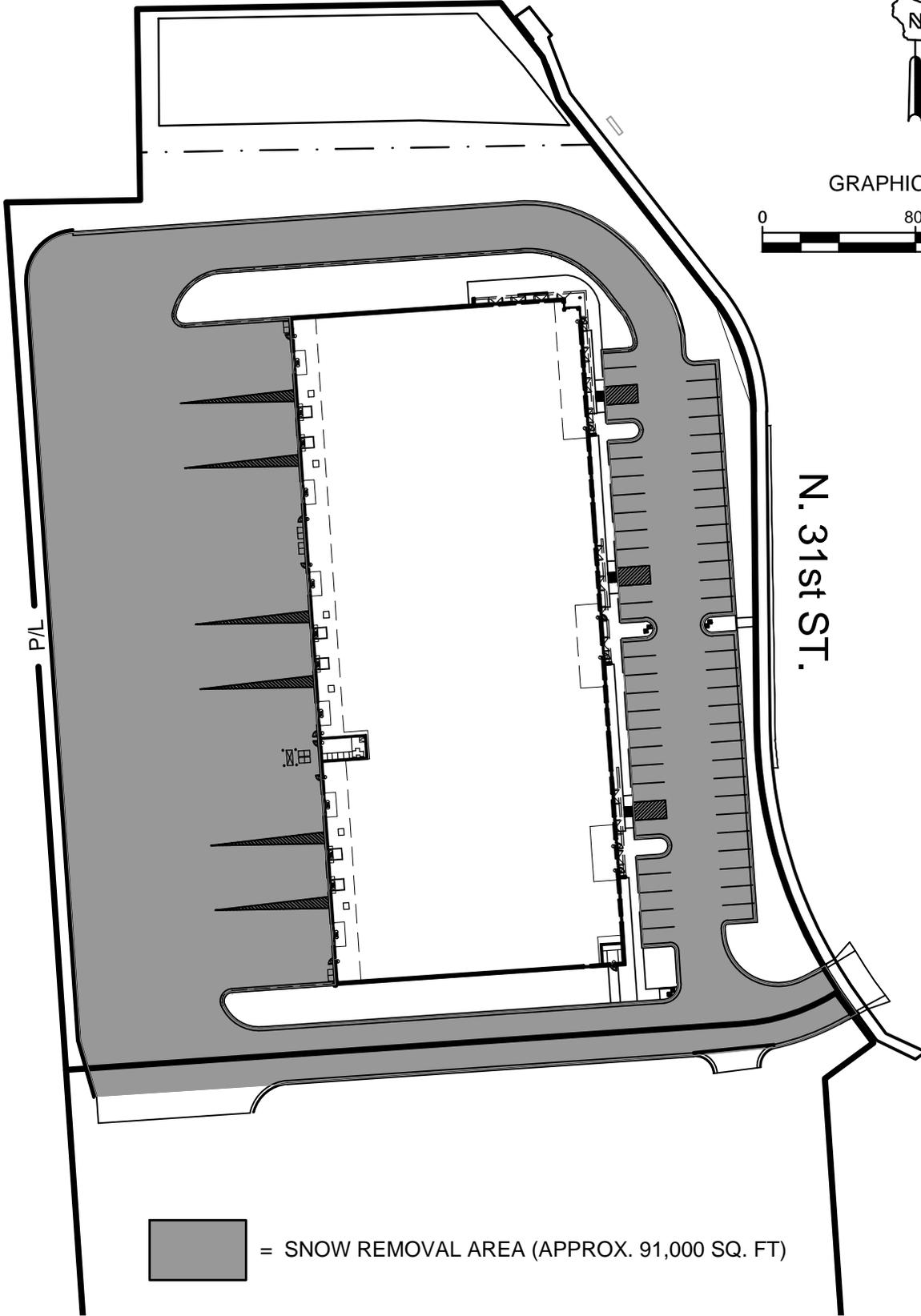
BY: JWK

PRJ. #: 14765

W. CAPITOL DR.



GRAPHIC SCALE



N. 31st ST.

P/L



= SNOW REMOVAL AREA (APPROX. 91,000 SQ. FT)

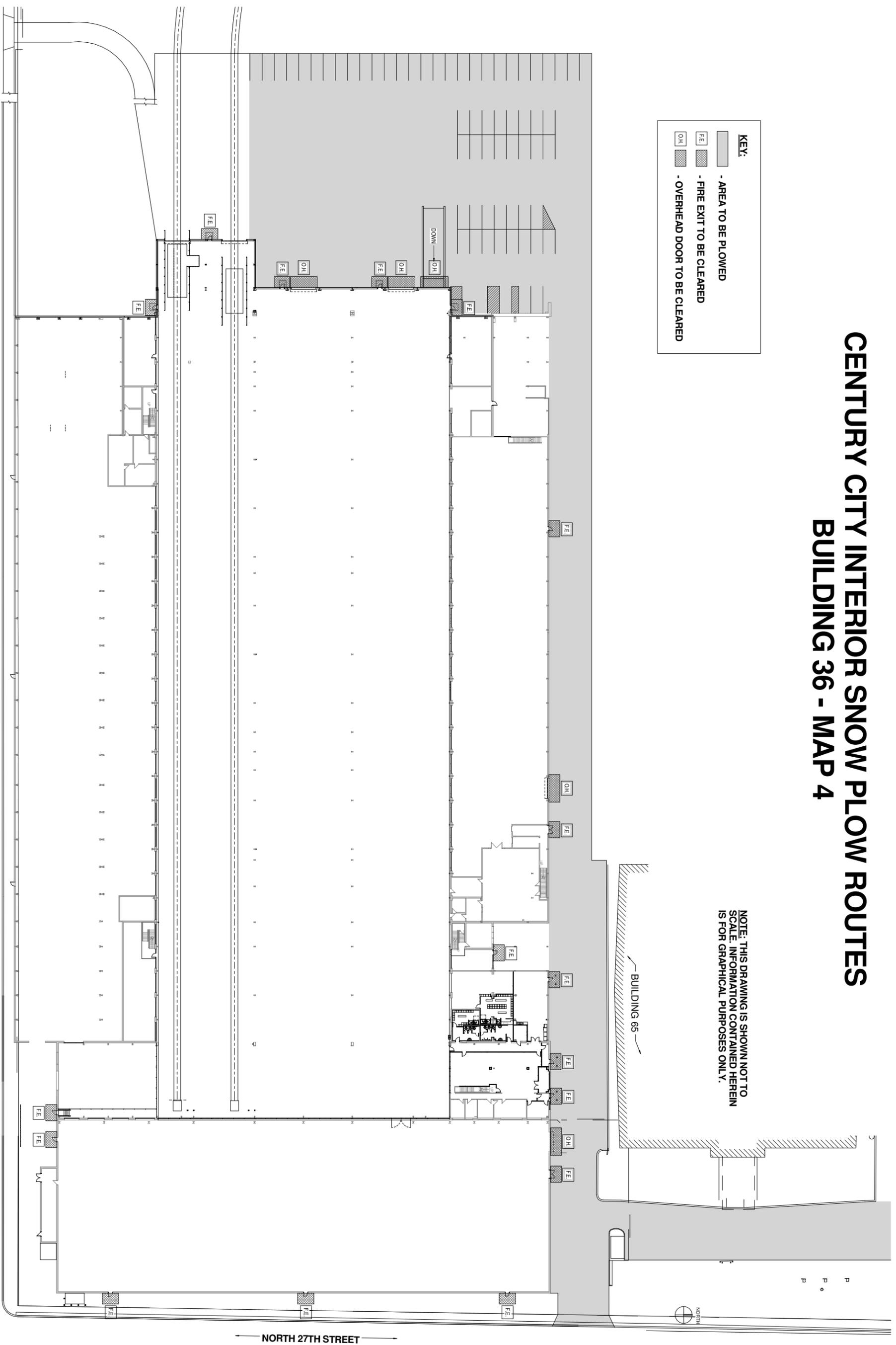
CENTURY CITY INTERIOR SNOW PLOW ROUTES

BUILDING 36 - MAP 4

KEY:

-  - AREA TO BE PLOWED
-  - FIRE EXIT TO BE CLEARED
-  - OVERHEAD DOOR TO BE CLEARED

NOTE: THIS DRAWING IS SHOWN NOT TO SCALE. INFORMATION CONTAINED HEREIN IS FOR GRAPHICAL PURPOSES ONLY.



NORTH 27TH STREET

WEST TOWNSEND STREET

ATTACHMENT A

INVENTORY OF EQUIPMENT

QUANTITY	MAKE	MODEL YEAR	TYPE OF EQUIPMENT	COMMENTS

Company Name _____

Signature _____

Title _____

BID BOND
CITY OF MILWAUKEE, WISCONSIN
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 City Development of the City, according to Official Notice No
20, of said Commissioner for furnishing all material, equipment, labor and everything necessary for
the completion of the work of...

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

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

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

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

Bidder Witnesses **(Seal)**
.....
(Bidder)

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

Surety Witnesses
.....
(Surety)

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

(Seal of Surety)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

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

and _____
(Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____ (Name of Owner)

_____ (Address of Owner)

hereinafter called Owner, .in the penal sum of _____

_____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

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

(SEAL)

Principal

Witnesses

By _____

Title

Address

Surety

Surety Witnesses

By _____

Attorney-in-Fact or Agent

(SEAL OF SURETY)

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

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

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

Principal (SEAL)

Witnesses

_____ By _____

_____ Title

_____ Address

_____ Surety

Surety Witnesses

_____ Surety - Contract MAILING Address

_____ By _____
Attorney-in-Fact or Agent

(SEAL OF SURETY)

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

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

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