B I D

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

(Bids Close: **10:30am Wednesday, February 26, 2014**)

Submit bids to: City of Milwaukee
Department of Public Works Contract Office
Room 506, 841 North Broadway
Milwaukee, Wisconsin 53202.

The undersigned _____
(A Corporation) (A Partnership) (An Individual)
(use one)

of _____
Street City Zip Code Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Detail Specifications, Special Provisions, Addenda's, if any, and Plans for this particular project on file in the office of the Commissioner of Public Works, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Public Works), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, detail specifications, special provisions, special conditions when applicable, plans, schedule of fixed prices, supplemental agreements and all addenda.

In case of obtaining the award, the undersigned bidder anticipates using, subject to the approval of the Commissioner, the following subcontractors, with the class of work to be performed by each, which list should not be added to nor altered without the written consent of the Commissioner:

Name of Proposed Subcontractors	Class of Work	Amount	Check Box If M/W/SBE

For furnishing all materials and doing all work necessary and required;

PROJECT NO. 1:

COMBINED, SANITARY AND STORM SEWERS MAIN RELAYS IN:

E. Hartford Ave. from N. Cramer St. to 300' +/- West of N. Maryland Ave.
Plan File No.: 229-8
Project ID No: SM495110099 Dated: 2/03/12

E. Kenwood Blvd. from N. Maryland Ave. to N. Downer Ave.
Plan File No.: 226-96 & 229-4
Project ID No: SM495100239 Dated: 1/06/12

N. Maryland Ave. from E. Kenwood Blvd. to E. Hartford Ave.
Plan File No.: 234-59
Project ID No: SM495130048 Dated: 12/10/13

N. Stowell Ave. from E. Linwood Ave. to E. Kenwood Blvd.
Plan File No.: 228-25
Project ID No: SM495110055 Dated: 2/29/12

in the City of Milwaukee, Wisconsin, according to all plans and specifications and for the unit price bids listed below. (ALL BIDS MUST BE TYPED OR PRINTED).

351 Lin. Ft. 12" Dia. Combined Sewer, Class "C" Bedding

(Bid in figures) $_____ Lin. Ft.

(Bid in words) $_____ Lin. Ft.

286 Lin. Ft. 15" Dia. Combined Sewer, Class "C" Bedding

(Bid in figures) $_____ Lin. Ft.

(Bid in words) $_____ Lin. Ft.

372 Lin. Ft. 18" Dia. Combined Sewer, Class "C" Bedding

(Bid in figures) $_____ Lin. Ft.

(Bid in words) $_____ Lin. Ft.

225 Lin. Ft. 21" Dia. Combined Sewer, Class "C" Bedding

(Bid in figures) $_____ Lin. Ft.

(Bid in words) $_____ Lin. Ft.

240 Lin. Ft. 24" Dia. Combined Sewer, Class "C" Bedding

(Bid in figures) $_____ Lin. Ft.

(Bid in words) $_____ Lin. Ft.

14 Each 4'-0" Dia. Combined Manhole

(Bid in figures) $_____ Each

(Bid in words) $_____ Each

2 Each 4'-0" Dia. Catch Basin (Trapped)

(Bid in figures) $_____ Each

(Bid in words) $_____ Each

1 Each 5'-0" Dia. Combined Manhole

(Bid in figures) $_____ Each

(Bid in words) $_____ Each

1 Each 6'-0" Dia. Combined Manhole

(Bid in figures) *$*_____ Each

(Bid in words) *$*_____ Each

73 Lin. Ft. 15" Dia. Combined Cured in Place Lining

(Bid in figures) *$*_____ Lin. Ft.

(Bid in words) *$*_____ Lin. Ft.

984 Lin. Ft. 18" Dia. Combined Cured in Place Lining

(Bid in figures) *$*_____ Lin. Ft.

(Bid in words) *$*_____ Lin. Ft.

388 Lin. Ft. 30" Dia. Combined Cured in Place Lining

(Bid in figures) *$*_____ Lin. Ft.

(Bid in words) *$*_____ Lin. Ft.

721 Lin. Ft. 36" Dia. Combined Cured In Place Lining

(Bid in figures) *$*_____ Lin. Ft.

(Bid in words) *$*_____ Lin. Ft.

185 Lin. Ft. Building Sewers & Drains

(Bid in figures) *$*_____ Lin. Ft.

(Bid in words) *$*_____ Lin. Ft.

1 Lump Sum Barricading

(Bid in figures) *$*_____ Lump Sum

(Bid in words) *$*_____ Lump Sum

1 Lump Sum Erosion Control

(Bid in figures) *$*_____ Lump Sum

(Bid in words) *$*_____ Lump Sum

10 Sq. Yds. Type "A" Lawn Replacement

(Bid in figures) $_____ Sq. Yds.

(Bid in words) $_____ Sq. Yds.

57 Lin. Ft. 8" Dia. Storm Water Drain, Class "C" Bedding

(Bid in figures) $_____ Lin. Ft.

(Bid in words) $_____ Lin. Ft.

52 Each Re-establish Connections

(Bid in figures) $_____ Each

(Bid in words) $_____ Each

1 Lump Sum Bulkhead and Abandon 225'+ of 12" Dia. Combined Sewer and 3 Manholes, & 50'+ of Storm Water D

(Bid in figures) $_____ Lump Sum

(Bid in words) $_____ Lump Sum

1 Lump Sum Bulkhead and Abandon 200'+ of 12" Dia. Sanitary Sewer & 2 Sanitary Manholes

(Bid in figures) $_____ Lump Sum

(Bid in words) $_____ Lump Sum

1 Lump Sum Bulkhead and Abandon 25'+ of 12" Dia. Combined Sewer

(Bid in figures) $_____ Lump Sum

(Bid in words) $_____ Lump Sum

1,540 Each Pavement Dowels

(Bid in figures) $_____ Each

(Bid in words) $_____ Each

3,210 Lin. Ft. Pavement Sawing

(Bid in figures) $_____ Lin. Ft.

(Bid in words) $_____ Lin. Ft.

400 Sq. Yds. 3" Asphaltic Concrete

(Bid in figures) *$*_____ Sq. Yds.

(Bid in words) *$*_____ Sq. Yds.

400 Sq. Yds. Concrete Base

(Bid in figures) *$*_____ Sq. Yds.

(Bid in words) *$*_____ Sq. Yds.

1,165 Sq. Yds. Concrete Pavement

(Bid in figures) *$*_____ Sq. Yds.

(Bid in words) *$*_____ Sq. Yds.

160 Lin. Ft. Concrete Curb & Gutter

(Bid in figures) *$*_____ Lin. Ft.

(Bid in words) *$*_____ Lin. Ft.

10 Sq. Ft. Concrete Walk

(Bid in figures) *$*_____ Sq. Ft.

(Bid in words) *$*_____ Sq. Ft.

1,795 Lin. Ft. Sewer Exams by CCTV - Post Construction

(Bid in figures) *$*_____ Lin. Ft.

(Bid in words) *$*_____ Lin. Ft.

1 Each Re-establish 8" Dia Sewer Connection

(Bid in figures) *$*_____ Each

(Bid in words) *$*_____ Each

3 Each Re-establish 10" Dia Sewer Connection

(Bid in figures) *$*_____ Each

(Bid in words) *$*_____ Each

1 Each Re-establish 12" Dia. Sewer Connection

(Bid in figures) *$*_____ Each

(Bid in words) *$*_____ Each

3 Vert. Ft. Manhole Repair

(Bid in figures) *$*_____ Vert. Ft.

(Bid in words) *$*_____ Vert. Ft.

188 Vert.Ft. Manhole Lining

(Bid in figures) *$*_____ Vert.Ft.

(Bid in words) *$*_____ Vert.Ft.

TOTAL SEWERS:

(Bid in figures) *$*_____

(Bid in words) *$*_____

** 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.

Rev. 10/06

ACKNOWLEDGEMENTS PAGE

Official Notice No. 23-2014
Project No. 1

SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

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

The bidder's commitment for SBE participation on this project is **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 **1** of the following trade(s) are to be employed.

Laborer: Construction Craft (or equivalent)

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.

Rev. 2/12

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

Rev. 2/2012 Official Notice No. 23-1-2014

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)

MUST BE SIGNED

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

Official Capacity _____

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

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

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

MUST BE SIGNED

Signature _____

_____
(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20___

_____
(**Notary Signature**)

Notary Public, _____ County

State of _____

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, 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 _____.

State of Wisconsin
Department of Workforce Development
Equal Rights Division

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

ERD-7777-D (R. 01/2011)

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

(Rev. 05/ 2013)

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

PRIME CONTRACTOR'S NAME:_____ OFFICIAL NOTICE NUMBER: _____
DATE:_____ TOTAL BID AMOUNT:_____ TOTAL SBE AMOUNT:_____

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

Fill in BID REQUIREMENTS: _____%**SBE**

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

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

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

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

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

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.

- 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.

C. 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.

FORM I (Rev.2009)

_____
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

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

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

.

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

Source Wisconsin Department of Public Instruction

Doc: Form I Attachment Underemployed Income EligibilityChart 2013_2014

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, Minority/Women/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 12% 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

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. Overall Percentage of SBE Participation Required Annually:

Construction 25%
The Purchase of Goods and Services 25%
The Purchase of Professional Services 18%

Rev. 12-2013
SBE provisions 12-13

City of Milwaukee

Department of Public Works

Apprenticeship Provisions

I. General:

A. In accordance with Section 309-38 of the Milwaukee Code of Ordinances, apprenticeship requirements will be specified on all Department of Public Works construction contracts, where appropriate, which are in excess of $100,000. The ordinance requires that a contractor employ apprentices in the performance of the contract and of all subcontracts entered into by the contractor in accordance with the maximum ratio of apprentices to journeymen as established by the Wisconsin Department of Industry, Labor, and Human Relations. Fair consideration must be given to minorities and women. For this contract, bidders are required to utilize apprentice(s) from __1__ of the following trade(s):

Laborer – Construction Craft (or equivalent)

(See "Ratio of Apprentices to Journeymen").

B. The contractor shall prepare and submit an accurate and timely Apprenticeship Utilization Form (Form F) and other reports to the Department of Public Works. The Apprenticeship Utilization Form shall be returned with the executed contract and shall specifically identify the apprentice(s) that will work on the project. The Contractor Time Report shall be submitted within ten (10) days following completion of work or every three (3) months, whichever comes first. 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 all apprenticeship related reports 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, 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, suspend, or cancel the contract, in whole or in part.

3. After due process, consider debarment of the contractor from bidding for a two-year period.

4. Any other remedy available to the City at law or in equity.

II. Definitions:

A. Apprentice - a person, 16 years of age or over, who shall enter into a written contract of service where he or she is to receive from or through his or her employer in consideration for his or her services, in whole or in part, instruction in any trade, craft, or business. Apprenticeship agreements shall be governed by Ch. 106, Wis. Stats.

B. Construction - Means either new construction work or repair work on any roads, bridges, sewers, streets, alleys, buildings, or any other public works.

III. Apprenticeship Utilization Requirements:

A. The contractor shall utilize apprentices in a minimum amount equal to that stated in paragraph I-A above.

B. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 309 and knows of and intends to comply with them.

C. The contractor shall maintain personnel records listing the names and addresses of its employees utilized for this contract in meeting apprenticeship requirements. These records shall be maintained for three (3) 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 apprenticeship requirements is an element of bid responsiveness. Failure to meet the specified apprenticeship requirements will render the bid unresponsive, and the Commissioner of Public Works may then recommend award to the next apparent low bidder.

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

FORM F

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:			
Journeymen		(%)	(%)
Apprentices		(%)	(%)
SKILLED TRADES: (Specify)			
Journeymen		(%)	(%)
Apprentices		(%)	(%)
Trainees		(%)	(%)
LABORERS: (Specify type)			
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)

NAME and ADDRESS of Target Area Residents:

_____ _____
_____ _____
_____ _____

_____ _____ _____
_____ _____ _____
_____ _____ _____

_____ _____ _____
_____ _____ _____
_____ _____ _____

NAME and ADDRESS of Apprentices:

_____ _____
_____ _____
_____ _____

_____ _____ _____
_____ _____ _____
_____ _____ _____

Form DPW-6 (02/07)

CITY OF MILWAUKEE
CONTRACTORS TIME REPORT

Contractor_____ **Contract No. C**_____ **Complete and return to Rm. 506, Dept. of Public Works**
Sub-Contractor_____ **Period Starting**_____ **within 10 days following the completion of work on a**
Work Location_____ **Period Ending**_____ **contract, or every three months, whichever occurs first.**

NAME/ ADDRESS	EMPLOYED AS	Appren	RESIDENCY			GENDER	RACE	REGULAR HOURS		OVERTIME HRS.		HOURLY CONTRIBUTIONS TO BE MADE			
			Target Milw.	Non-Target Milw.	Non-Resident MILW.			Total Hours Worked	Hourly Rate*	Total Hours Worked	Hourly Rate*	Welfare Fund	Vacation Fund	Pension Fund	Other

***Exclude Welfare, Vacation, Pension Fund and Other Contributions unless they are paid as wages.**

State of Wisconsin) ss.
County of Milwaukee)

This is to certify that each and every employee was employed by me during the above period on the contract covered by this report as listed above and has been paid in full without rebate the amounts indicated, and that we have conformed with the requirements of Section 309-21 thru 309-37, Milwaukee Code of Ordinances, relating to Minimum Wage Scale, and any amendments thereto.

_____

Subscribed and sworn to before me this _____ day of _____A.D. Company Officer's Signature
My commission Expires_____ _____ _____
Notary Public Milwaukee County_____ Type or Print Officer's Name & Title_____

FORM DPW-11

CITY OF MILWAUKEE
PRIME CONTRACTOR AFFIDAVIT OF COMPLIANCE
WITH MINIMUM WAGE SCALE AND SPECIAL AREA WORKER HOURS PROVISIONS

STATE OF_____) Project Name_____
) SS.
_____ County) DPW Contract No._____

I,_____, being duly sworn, state that:

1. I am the _____ of _____, a _____
(State)
Corporation, partnership, or individual of _____, _____,
(City, Village, Township) (State)
and make this affidavit pursuant to the provisions of SS. 66.293 (3)(h), Wisconsin Statutes, and Wisconsin Administrative Code section Ind 90.14 regarding wage and fringe benefit rates for municipal contracts for construction of public works and pursuant to Section 309-41 of the Milwaukee Code of Ordinances.

2. I have recently completed the work required under the terms of the contract dated _____, With the City of Milwaukee, Department of Public Works for the construction of all or part of the above-named public works project and make this affidavit in order to obtain my final payment.

3. I have fully complied with the wage and hour requirements as set forth in the above-referenced contract and paid overtime rates (1-1/2 times) for any work over ten (10) hours per day or forty (40) hours per week.

4. I have received similar evidence of compliance with the contract wage rates and special impact area worker hour requirements in the form of completed affidavits from each of my agents and subcontractors who worked on this project and have listed their names on the reverse side of this affidavit along with numbers and percentages of worker hours.

5. I have full and accurate records which clearly show the name, trade or occupation, and home address of every laborer, worker, or mechanic that I employed in connection with the work on this project, as well as the hours worked and actual wage and fringe benefits paid to such employees. These records will be kept at _____ in the custody of _____, whose address and telephone number is _____ _____ . These payroll records and evidence of compliance set in Paragraph 4 will be retained and made available for inspection for a period of at least three (3) years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary-Treasurer	_____	_____

Subscribed and sworn to before me this_____
Day of _____, 20_____

_____
(Notary Signature)
Notary Public, State of _____ _____
(Contractor Signature)

My commission Expires: _____

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

_____ ___C_____
Printed Name Contract Number

_____
Title

_____
Name of Company

Rev. 1/2012 (9/22/09)
Fed Susp Debar Form

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.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary/Treasurer	_____	_____

Subscribed and sworn before me this _____

day of _____, 20___.

_____ _____
Notary Signature Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

1121-2004-1516/96897(04/2007)

SUMMARY OF HOURS WORKED
(TARGET RESIDENCY VS TOTAL HOURS)

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					

FORM DPW-12

CITY OF MILWAUKEE
SUBCONTRACTOR AFFIDAVIT OF COMPLIANCE
WITH MINIMUM WAGE SCALE AND SPECIAL AREA WORKER HOURS PROVISIONS

STATE OF_____) Project Name_____
) SS.
_____County) DPW Contract No._____

I,_____, being duly sworn, state that:

6. I am the _____ of _____, a _____
(State)
Corporation, partnership, or individual of _____, _____,
(City, Village, Township) (State)
and make this affidavit pursuant to the provisions of SS. 66.293 (3)(h), Wisconsin Statutes, and Wisconsin Administrative Code section Ind 90.13 regarding wage and fringe benefit rates for municipal contracts for construction
of public works and pursuant to Section 309-41 of the Milwaukee Code of Ordinances.

7. I have recently completed the work required under the terms of the contract dated
_____,
With the City of Milwaukee, Department of Public Works and _____
for the construction of all or part of the above-named public works _____
project and make this affidavit in order to obtain my final payment. (Name of Prime Contractor)

8. I have fully complied with the wage and hour requirements as set forth in the above-referenced contract and paid overtime rates (1-1/2 times) for any work over ten (10) hours per day or forty (40) hours per week.

9. I have full and accurate records which clearly show the name, trade or occupation, and home address of every laborer,
worker, or mechanic that I employed in connection with the work on this project, as well as the hours worked and actual wage and fringe benefits paid to such employees. These records will be kept at
_____in the custody of _____, whose address and telephone number is _____
_____. These payroll records and evidence of compliance set in Paragraph 4 will be retained and made available for inspection for a period of at least three (3) years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

10. I certify that _____ were the total number of hours worked on this project with _____ hours being worked by residents of the special impact area and _____ hours being worked by all other workers.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary-Treasurer	_____	_____

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

_____
(Notary Signature)
Notary Public, State of _____ _____
(Contractor Signature)
My commission Expires: _____

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: _____

Example Post Contract Award Letter

Contractor X
XXXXXXXXX, INC
(XXX)XXX-XXXX
XXXX Street
Somewhere, WI 5XXXX

City of Milwaukee Sewer Main Rehabilitation

The City of Milwaukee has recently bid and awarded us- **Contractor X**-a sewer rehabilitation contract in your area. This contract will involve work at numerous locations around the city. We will begin this work in the coming weeks and you will receive another notice prior to work starting on your block.

This work will involve relaying the sewer located in the street. Because the street will be dug up to replace the existing sewer, you and your neighbors will experience some disruption of your daily traffic patterns but we will do our best to minimize them. We expect there to be no long-term closures of either the street or access to driveways however there will be special parking restrictions during construction. The pavement removed during construction will be replaced at the completion of the project.

All of the work we will be performing is to be funded by the General Sewer Fund and there will be no special assessments made to the abuting properties. The work being performed is to not only maintain the sewer system but also to improve the performance of the overall system.

If you or someone in your household is in need of special accommodations or have any questions please call us at the number listed above.

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

BARBARA TRIBLE
DPW CONTRACT COMPLIANCE OFFICER
841 N. BROADWAY
MILWAUKEE, WI 53202
414-286-3309

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

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U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

City of Milwaukee

Department of Public Works
Administration

Ghassan Korban
Commissioner of Public Works

Preston D. Cole
Director of Operations

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS
DAVIS-BACON COMPLIANCE PROVISIONS

a. The Contractor will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires all laborers and mechanics employed by contractors or subcontractors performing on contracts in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for the corresponding classes of laborers and mechanics employed on similar projects in the area." (U.S. Department of Labor Wage and Hour Division May 29, 2009 Guidance).

b. The Contractor will pay wages and benefits that comply with the Acts and consistent with the Wage Determination. The Wage Determinations are available on the Department of Labor's website: http://www.wdol.gov/dba.aspx. Be sure to use the determination that is specific to the type of project that is being bid.

c. The Contactor must certify and pay wages in conformance with the Acts each week. The Contractor must submit certified payroll information using form WH-347 (copy attached).

d. The Contractor must collect certified payroll documents from sub-contractors each week. The Contractor must certify that subcontractors are paying wages in conformance with the Acts each week. A sample of a DOL approved payroll certification on form WH-347.

e. The Contractor will display the Davis Bacon "Employee Rights" poster in a prominent/accessible place at the work site. Sample posters are being included (copy attached)

f. The Contractor must comply with all of the pay practices outlined in Attachment #4. These practices include but are not limited to; the ratio and payment of apprentices and the payment of overtime wages.

g. The Contractor must not utilize any debarred subcontractor and must certify that the subcontractor was not listed on the "Excluded Parties List" at www.epls.gov.

Room 501, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, Wisconsin 53202-3681
Voice: 414-286-3307, Cell: 414-708-6982, Fax: 414-286-0403
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Sincerely,

Dan Thomas, M.P.A., J.D.
Public Works Personnel Administrator
Department of Public Works Administration

c:
File

Room 501, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, Wisconsin 53202-3681
Voice: 414-286-3307, Cell: 414-708-6982, Fax: 414-286-0403
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3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the **subrecipient** (s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipient s may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The **subrecipient** (s), on behalf of EPA, shall require that any class of laborers or mechanics,

including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the **subrecipient** (s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the **subrecipient** (s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the **subrecipient** (s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may

consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The **subrecipient** (s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **subrecipient** , that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State

recipient or EPA. As to each payroll copy received, the **subrecipient** shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **subrecipient** (s) for transmission to the State or EPA if requested by EPA , the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the **subrecipient** (s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United

States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the

work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the

Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and **Subrecipient** (s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The **subrecipient** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6 . As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation

of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **subrecipient,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the **Subrecipient** shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the **Subrecipient** shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.