**FORM DPW-125** (REV. 01/26/05)

# 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: Friday, March 4, 2016 @ 10:30 A.M. Time and Date)

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 shall not be added to nor altered without the written consent of the Commissioner:

| Name of Proposed Subcontractors | Class of Work | Amount | Check Box If SBE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

FOR WATER MAIN RELAYS IN:

PROJECT NO. 1:

NORTH 80TH STREET (18 Working Days)
FROM: WEST THURSTON AVENUE
TO: WEST CARMEN AVENUE
C.C. RESOLUTION NO.: 151289, ADOPTED 1/19/2016
PLAN FILE NO.2016014
PROJECT NO. WT410160620

NORTH 84TH STREET (20 Working Days)
FROM: WEST CARMEN AVENUE
TO: WEST BOBOLINK AVENUE
C.C. RESOLUTION NO.: 151289, ADOPTED 1/19/2016
PLAN FILE NO.2016015
PROJECT NO. WT410160621

WEST CUSTER AVENUE (27 Working Days)
FROM: NORTH 87TH STREET
TO: NORTH 91ST STREET
C.C. RESOLUTION NO.: 151289, ADOPTED 1/19/2016
PLAN FILE NO.2016016 2016017
PROJECT NO. WT410160624

In the City of Milwaukee, according to the plans and specifications and for the unit price bids listed on the following pages:

ALL PRICES MUST BE PRINTED OR TYPED

**OFFICIAL NOTICE NO. 33-1-2016**

**WATER MAIN**

Thursday, February 11, 2016

| | | |
|---|---|---|
| 2,421 | LIN. FT. | FURN AND INST DI WM, HYD BRANCH, BRANCH PIPE (3"-16" AS EST ON CONST PLANS) |

(Bid in figures) $ _____ PER LIN. FT.

(Bid in words) $ _____ PER LIN. FT.

| | | |
|---|---|---|
| 6 | HYDRANT | INSTALL HYDRANT |

(Bid in figures) $ _____ PER HYDRANT

(Bid in words) $ _____ PER HYDRANT

| | | |
|---|---|---|
| 5 | HYDRANT | REMOVE HYDRANT/MINOR |

(Bid in figures) $ _____ PER HYDRANT

(Bid in words) $ _____ PER HYDRANT

| | | |
|---|---|---|
| 66 | SERVICE | CONNECT ORIGINAL SERVICE (C.O.S.) |

(Bid in figures) $ _____ PER SERVICE

(Bid in words) $ _____ PER SERVICE

| | | |
|---|---|---|
| 1,400 | BAR | FURNISH & INSTALL DOWEL BARS - PAVEMENT |

(Bid in figures) $ _____ PER BAR

(Bid in words) $ _____ PER BAR

| | | |
|---|---|---|
| 570 | SQ. YD. | PERMANENT PAVEMENT - 4" ASPHALTIC CONCRETE |

(Bid in figures) $ _____ PER SQ. YD.

(Bid in words) $ _____ PER SQ. YD.

| | | |
|---|---|---|
| 775 | SQ. YD. | PERMANENT PAVEMENT - 8" CONCRETE |

(Bid in figures) $ _____ PER SQ. YD.

(Bid in words) $ _____ PER SQ. YD.

525 LIN. FT. CONCRETE CURB & GUTTER

(Bid in figures) $ _____ PER LIN. FT.

(Bid in words) $ _____ PER LIN. FT.

1 LUMP SUM BARRICADES AND TRAFFIC CONTROL

(Bid in figures) $ _____ LUMP SUM

(Bid in words) $ _____ LUMP SUM

1,100 LIN. FT. SAWCUTTING - ASPHALT

(Bid in figures) $ _____ PER LIN. FT.

(Bid in words) $ _____ PER LIN. FT.

1 LUMP SUM FINISHING OF ROADWAY

(Bid in figures) $ _____ LUMP SUM

(Bid in words) $ _____ LUMP SUM

2,115 LIN. FT. SAWCUTTING - CONCRETE (FULL DEPTH)

(Bid in figures) $ _____ PER LIN. FT.

(Bid in words) $ _____ PER LIN. FT.

1 LUMP SUM FURNISH, INSTALL, AND MAINTAIN EROSION CONTROL

(Bid in figures) $ _____ LUMP SUM

(Bid in words) $ _____ LUMP SUM

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**TOTAL WATER MAIN**

(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.**

# ACKNOWLEDGEMENTS PAGE

SMALL BUSINESS ENTERPRISE, RESIDENT PREFERENCE AND APPRENTECESHIP 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 _one_ the following trade are to be employed:

Construction Craft Laborer

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. 2/2012

# SIGNATURE PAGE

## IMPORTANT – THREE (3) SIGNATURES ARE REQUIRED OR BID WILL BE CONSIDERED NONRESPONSIVE

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 _____ SBE Contractor: Yes/Designation _____
No _____

---

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

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

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

MUST BE SIGNED

**Signature** _____

_____
(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20_____

Notary Public, _____ County

State of _____

_____
(**Notary Signature**)

My commission expires _____

**NON-COLLUSION AFFIDAVIT**

State of _____)
) 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 |

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

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
Internet Email: dan.thomas@milwaukee.gov

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
Internet Email: dan.thomas@milwaukee.gov

# WEEKLY PAYROLL REPORT

City of Milwaukee (comparable to DT1929)

The weekly submittal of this form is required by 29 CFR Part 3. *Full name, address, and scoial security number must appear on the first payroll on which the employee's name appears. The social security number is collected for payroll purposes. **Fringe benefit details MUST be reported on a supplementary page. ***Include private work. ****If Operating Engineer or Laborer, include class of equipment or skill level of laborer.

| Payroll # | Employer Name<br>Prime Contractor Subcontractor Hired By: | CITY CONTRACT NUMBER<br>C | Federal Project ID | County | Payroll Period<br>Week Ending: | Sheet # |
|---|---|---|---|---|---|---|

Enter information below on every individual that you employed on this project during the payroll report period. *

| | Residency | | | | DAILY HOURS WORKED<br>S = Straight Time O = Overtime<br>Date: | | | | | | | | TOTAL WEEKLY HOURS WORKED | (A) BASIC HOURLY RATE | (B) BENEFITS** HOURLY RATE | | (A) + (B) TOTAL HOURLY RATE | PROJECT WAGES | FICA | FED WH | ST WH | OTHER (specify) | NET PAID | CHECK # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Target | Non-Target | Non-Res. Milw | Race/Gender | | SU | M | TU | W | TH | F | SA | | | FUND PAYMENT | CASH PAYMENT | | GROSS WAGES | | | | | | |
| Name | | | | | REFERENCED PROJECT | | | | | | | | | | | | | | | | | | | |
| Address | | | | | s | | | | | | | | | $ | $ | $ | $ | | | | | | | |
| City, State, ZIP Code | | | | | o | | | | | | | | | $ | $ | $ | $ | $ | | | | | | |
| SS # | | | | | OTHER PROJECTS*** | | | | | | | | | | | | | $ | $ | $ | $ | $ | $ | |
| Trade/Craft **** | | | | | s | | | | | | | | | | | | | | | | | | | |
| Apprentice Yes No | | | | | o | | | | | | | | | | | | | | | | | | | |
| Name | | | | | REFERENCED PROJECT | | | | | | | | | | | | | | | | | | | |
| Address | | | | | s | | | | | | | | | $ | $ | $ | $ | | | | | | | |
| City, State, ZIP Code | | | | | o | | | | | | | | | $ | $ | $ | $ | $ | | | | | | |
| SS # | | | | | OTHER PROJECTS*** | | | | | | | | | | | | | $ | $ | $ | $ | $ | $ | |
| Trade/Craft **** | | | | | s | | | | | | | | | | | | | | | | | | | |
| Apprentice Yes No | | | | | o | | | | | | | | | | | | | | | | | | | |
| Name | | | | | REFERENCED PROJECT | | | | | | | | | | | | | | | | | | | |
| Address | | | | | s | | | | | | | | | $ | $ | $ | $ | | | | | | | |
| City, State, ZIP Code | | | | | o | | | | | | | | | $ | $ | $ | $ | $ | | | | | | |
| SS # | | | | | OTHER PROJECTS*** | | | | | | | | | | | | | $ | $ | $ | $ | $ | $ | |
| Trade/Craft **** | | | | | s | | | | | | | | | | | | | | | | | | | |
| Apprentice Yes No | | | | | o | | | | | | | | | | | | | | | | | | | |
| Name | | | | | REFERENCED PROJECT | | | | | | | | | | | | | | | | | | | |
| Address | | | | | s | | | | | | | | | $ | $ | $ | $ | | | | | | | |
| City, State, ZIP Code | | | | | o | | | | | | | | | $ | $ | $ | $ | $ | | | | | | |
| SS # | | | | | OTHER PROJECTS*** | | | | | | | | | | | | | $ | $ | $ | $ | $ | $ | |
| Trade/Craft **** | | | | | s | | | | | | | | | | | | | | | | | | | |
| Apprentice Yes No | | | | | o | | | | | | | | | | | | | | | | | | | |
| Name | | | | | REFERENCED PROJECT | | | | | | | | | | | | | | | | | | | |
| Address | | | | | s | | | | | | | | | $ | $ | $ | $ | | | | | | | |
| City, State, ZIP Code | | | | | o | | | | | | | | | $ | $ | $ | $ | $ | | | | | | |
| SS # | | | | | OTHER PROJECTS*** | | | | | | | | | | | | | $ | $ | $ | $ | $ | $ | |
| Trade/Craft **** | | | | | s | | | | | | | | | | | | | | | | | | | |
| Apprentice Yes No | | | | | o | | | | | | | | | | | | | | | | | | | |

# COMPLIANCE STATEMENT TO ACCOMPANY CONTRACTOR'S WEEKLY PAYROLL

Wisconsin Department of Transportation

DT1816 9/2008 (Replaces EC673)

The willful falsification of any of the statements on this form 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.

Submit one copy to Regional Office

Adapted from U.S. Department of Labor Form WH-348(1)(68).

| No. | State Project ID | Federal Project ID | County | Payroll Period |
|---|---|---|---|---|
| Contractor or Subcontractor | | | | |

| Authorized Agent Name | Authorized Agent Title | Authorized Agent Phone Number |
|---|---|---|
| | | |

I, the undersigned, do state that:

1. I pay, or supervise the payment of the persons employed by the above contractor or subcontractor on the above project. During the payroll period designated above all persons employed on said project have been paid the full weekly wages earned, except as noted in Section 1(a) below. No rebates have been or will be made either directly to or indirectly on behalf of said contractor or subcontractor from the full weekly wages earned by any person. No deductions have been made directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below in Section 1(b).

   (a) **Exceptions** Name Craft Explanation When will this person be paid?

   (b) **Description of Deductions**

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

3. 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. (a) **Where fringe benefits are paid to approved plans, fund, 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** Craft Explanation

Remarks

X

(Authorized Agent Signature)

**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.

Form DPW-126 (Rev.1/14)

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

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

……

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

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

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

the penal sum of ……..

…….. Dollars,

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

WHEREAS, the above bounden principal is making a proposal in writing dated …….

20 ....., to the Commissioner of Public Works of the City, according to Official Notice No .....

20 ....., of said Commissioner for furnishing all material, equipment, labor and everything necessary

for the completion of the work of...

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

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

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

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

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

.....

By .....
(Name and Title)

.....

**Surety Witnesses** ……...……
(Surety)

……

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

(Seal of Surety)

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