



CITY OF MILWAUKEE  
SPECIFIC OFFICIAL NOTICE NO. 37

Sealed bids will be opened on Wednesday, March 16, 2016 at 10:30 AM for CITY-OWNED LOT LANDSCAPE MAINTENANCE in the following locations:

**Project 1:** City-Owned Lot Area 1: Area bounded by Capitol Drive, west City limits, east City limits, and north City limits.

Bid Security Required: Bond (either Electronic thru Bid Express or Paper), Certified Check, Cashier's Check or Cash to accompany bid for each project: \$500. For those bids being submitted through BID EXPRESS and using a Paper Bond, the contractor may fax a signed/executed copy of the bid bond to the Department of Public Works Contract Office at 414-286-8110. **HOWEVER, THE FAXED COPY OF THE BOND MUST BE RECEIVED BY NO LATER THAN 10:30 A.M. ON THE SAME DATE THAT THE BIDS ARE DUE FOR THAT SPECIFIC OFFICIAL NOTICE, or the bid will be considered non-responsive.** *The original bid bond document will then need to be submitted by the contractor to the Department of Public Works Contract Office, Rm. 506, Municipal Building, immediately upon being notified that they are the apparent low bidder*

Time for Completion: Work on this project shall consist of approximately 16 grass cuttings during the growing season and snow/ice removal on sidewalks adjacent to city-owned lots. Snow/ice removal operations shall ensure that all sidewalks are kept clear of snow and ice down to the pavement throughout the year. Grass cutting shall begin on or about May 1, 2016 and continue to September 30, 2016. Snow/ice removal shall begin October 1, 2016 and continue to April 30, 2017.

The SBE requirement for this project is 25% of the contract base bid. For a complete listing of *City of Milwaukee certified SBE firms*, see the Office of Small Business Development (OSBD) website at <http://city.milwaukee.gov/Directory/OSBD>  
If there are any questions regarding SBE certified firms, please contact the OSBD office at 414-286-5553.

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

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

Residency requirement for this project is: 40% of labor hours paid.  
The apprenticeship requirements for this project are: N/A

The contractor shall specifically note the SBE, Residency, and Apprenticeship forms for this project. If the forms are not filled out properly, it will be cause for rejection of the bid.

**IMPORTANT NOTICE:** The Invitation to Bid, all bid documents and the Plans and Specifications for the listed project(s) are all available electronically on the DPW website AS

WELL AS **on the Bid Express Website**. At this time, Bids can be submitted using either Bid Express OR by purchasing and submitting paper bids in the usual manner. However, Bidders are strongly encouraged to utilize the electronic and/or Bid Express methods of obtaining bid documents and Bid Express for submitting bids, as in the near future the Department of Public Works intends to have bid documents available only electronically and through Bid Express, *and to accept bid submittals only via Bid Express*. Electronic documents can be obtained via <http://www.mpw.net/bids/docs/37-2016> The Bid Express website is located at bidexpress.com. Any required addenda or response related to listed projects will be posted on both the DPW and Bid Express websites. At this time there are still a limited number of hard copies of the bid documents available at the address listed below. **IF YOU ONLY PRINT THE DOCUMENTS FROM THE DPW WEBSITE PLEASE CALL 414-286-3314 TO HAVE YOUR COMPANY'S NAME AND CONTACT INFORMATION PLACED ON THE PLAN HOLDER'S LIST.**

Plans and project manual will be furnished to the prospective bidders upon payment of a \$10.00 non-refundable fee in room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

A \$10.00 per set additional non-refundable fee is required to obtain bid documents my mail. Plans are sent via U.S. mail unless other arrangements are made by the contractor.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS published herein and at [http://mpw.milwaukee.gov/services/bids\\_home](http://mpw.milwaukee.gov/services/bids_home)

An OPTIONAL Prebid workshop will be held at the time and dates below:

**March 9, 2016:** 9:00 AM – 10:00 AM  
Central District Forestry Office  
5230 W State St  
Milwaukee, WI 53208

Signed:

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GHASSAN KORBAN  
Commissioner of Public Works

PUBLISH TWO (2) TIMES INSERTION WITHOUT FAIL, Wednesday, March 2, 2016.

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

INVITATION TO BID

Commissioner of Public Works  
Phone: 414-286-3314

OFFICIAL NOTICE NO. 37  
Project No. \_\_\_1\_\_\_

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than **Wednesday, March 16, 2016** at 10:30 A.M.

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**IMPORTANT**

This bid is your offer to perform or supply the subject matter under “DESCRIPTION” below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 36, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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

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

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

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

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

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

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### BID ITEM FORM (A)

BID AREA: 1

| Activity                    | Units                  | Cost per Mowing Cycle               | # Mowing Cycles 2016 | Total Cost (Mowing) 2016            |
|-----------------------------|------------------------|-------------------------------------|----------------------|-------------------------------------|
| GRASS CUTTING VACANT LOTS   | 1,609,958 Square Feet  | <b>A</b><br>\$ <input type="text"/> | 16                   | <b>B</b><br>\$ <input type="text"/> |
|                             | <b>Box A in words:</b> | \$ _____                            |                      |                                     |
| GRASS CUTTING IMPROVED LOTS | 1,406,891 Square Feet  | <b>C</b><br>\$ <input type="text"/> | 16                   | <b>D</b><br>\$ <input type="text"/> |
|                             | <b>Box C in words:</b> | \$ _____                            |                      |                                     |

| Activity  | Units                  | Cost per 1 Inch Snow Depth          | Avg. Annual Snow Fall (Inches) | Total Cost (Snow Removal) 2016-2017 |
|---|------------------------|-------------------------------------|--------------------------------|-------------------------------------|
| SIDEWALK SNOW & ICE REMOVAL PUBLIC SIDEWALK   | 32,478 Linear Feet     | <b>E</b><br>\$ <input type="text"/> | 47                             | <b>F</b><br>\$ <input type="text"/> |
|   | <b>Box E in words:</b> | \$ _____                            |                                |                                     |
| SIDEWALK SNOW & ICE REMOVAL PRIVATE SIDEWALK<br><small>(From Public Sidewalk to Front Door)</small> | 8,923 Linear Feet      | <b>G</b><br>\$ <input type="text"/> | 47                             | <b>H</b><br>\$ <input type="text"/> |
|   | <b>Box G in words:</b> | \$ _____                            |                                |                                     |

| Activity        | Units                  | Cost per Lot                        | Total Lots | Total Cost (Trash Collection) 2016  |
|-----------------|------------------------|-------------------------------------|------------|-------------------------------------|
| SPRING CLEAN-UP | 636 Lots               | <b>I</b><br>\$ <input type="text"/> | 636        | <b>J</b><br>\$ <input type="text"/> |
|                 | <b>Box I in words:</b> | \$ _____                            |            |                                     |

|   |          |
|---|----------|
| <b>Grand Total (in figures) (Box B+D+F+H+J in figures)=</b> | \$ _____ |
| <b>Grand Total (in words) (Box B+D+F+H+J in words) =</b>    | \$ _____ |

**\*\*\* IMPORTANT NOTICE \*\*\***

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

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

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

ACKNOWLEDGEMENTS PAGE

Official Notice No. 37  
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 0 %  
Apprentice(s) from \_\_\_\_\_ of the following trade(s) are to be employed.

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

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

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

We acknowledge the receipt of Addenda \_\_\_\_\_ to \_\_\_\_\_ inclusive.

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

**NON-COLLUSION AFFIDAVIT**

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

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

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

\_\_\_\_\_, the Bidder that has submitted the attached Bid;

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

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

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

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

(Check One) \_\_\_\_\_ Signature of :

\_\_\_\_\_ Bidder if the bidder is an individual;

\_\_\_\_\_ Partner if the bidder is a partnership;

\_\_\_\_\_ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

Rev. 2/2012

Official Notice No. 37 \_\_\_\_\_

Project No. 1 \_\_\_\_\_

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

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

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

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



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

**MUST BE SIGNED**

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

BID DATED \_\_\_\_\_ SBE Contractor: Yes/Designation: \_\_\_\_\_  
No \_\_\_\_\_

If a Corporation, answer the following:

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

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

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

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

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



**MUST BE SIGNED**

**Signature** \_\_\_\_\_

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

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

\_\_\_\_\_  
(Notary Signature)

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

## Disclosure of Ownership

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes

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

### Other Construction Business

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

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

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

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

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

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:** 25 %SBE

| SBE FIRM(S) NAME<br>ADDRESS/CONTACT PERSON<br>AND PHONE NUMBER | <b>LIST DESIGNATION:<br/>WHETHER SUPPLIER<br/>OR CONSTRUCTION<br/>LABOR</b> | PERCENT<br>OF BID | AMOUNT | EXPLAIN WORK TO BE<br>PERFORMED/MATERIAL<br>SUPPLIED | AUTHORIZED SBE(S)<br>OWNER/REPRESENTATIVE<br>SIGNATURE OF<br>ACKNOWLEDGEMENT |
|--|---|-------------------|--------|--|--|
| 1.   |   |                   |        |  |  |
|  |   |                   |        |  |  |
|  |   |                   |        |  |  |
| 2.   |   |                   |        |  |  |
|  |   |                   |        |  |  |
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| 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: \_\_\_\_/\_\_\_\_/\_\_\_\_



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

STATE OF \_\_\_\_\_ ) PROJECT NAME \_\_\_\_\_  
 ) ss.  
\_\_\_\_\_ COUNTY) DPW Contract No. \_\_\_\_\_

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

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

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

2. I have entered into City of Milwaukee, Department of Public Works' Contract No. \_\_\_\_\_, to which the provisions of Wis. Stat. 66.0903 apply.

3. I have in place a substance abuse prevention program that meets the requirements of Wis. Stat. 103.503, and I will fully comply in all respects with the requirements of Wis. Stat. 103.503 during the performance of this Contract.

4. I will include in each subcontract covering work performed under this Contract to which the provisions of Wis. Stat. 66.0903 apply, a provision similar to that in Paragraph 3 above, together with a clause requiring such insertion in further subcontracts that may in turn be made.

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

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

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Contractor Signature

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

Please complete and sign below and return this form to:

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

***Submittal required prior to start of work on this project.***

**CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

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

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
C  
Contract Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

## **NOTICE TO CONTRACTORS**

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

The City shall make the information contained in the affidavit available to the public. Any contract between the City and a contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void.



DEPARTMENT OF ADMINISTRATION  
BUSINESS OPERATIONS DIVISION  
PROCUREMENT SERVICES SECTION

**Affidavit of Compliance**  
**Disclosure of Participation in or Profits Derived from Slavery by Contractors**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. **NOTE: Effective May 13, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract.**

Please check one:

- This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and have found no such records.
- This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am disclosing the findings below.

Findings being disclosed (please attach additional pages, if necessary):

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

Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ County, \_\_\_\_\_ State.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

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

(SEAL)

**Please Return to:**  
DOA-BOD-Procurement Services  
200 E. Wells Street, Room 601  
Milwaukee, WI 53202

procurement.services@milwaukee.gov



City of Milwaukee  
City-Owned Lot Mowing and Sidewalk Snow and Ice Removal  
Standards and Bid Specifications

1.0.0 **SCOPE OF WORK:**

1.1.0 The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform approximately sixteen (16) mowing cycles per year (season) on vacant and improved lots owned by either the City of Milwaukee, hereinafter referred to as “CITY” and/or the Redevelopment Authority of the City of Milwaukee, hereinafter referred to as “AUTHORITY”. Work shall also include the removal of all snow and ice from public sidewalks adjoining city-owned lots. The term of this contract shall be for one (1) year, with three (3) one (1) year extensions permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR. The contract shall begin on April 1, 2016 and renew on April 1.

1.1.1 CONTRACTORS that demonstrate the resource, performance capability, and past work history to service more than one service area may hold up to a maximum three (3) areas total, at the sole discretion of the CITY. No SubCONTRACTOR may be responsible for snow/ice removal in more than three (3) areas.

1.1.2 Small Business Enterprise (SBE) Program:

Chapter 370 of the Milwaukee Code of Ordinances established a Small Business Enterprise (SBE) Program which is implemented through establishment of percentages of public works contracts to be allocated to City certified SBE businesses and enterprises. These percentages are established by the Department and are stated in the Official Notice and the Invitation for Bid. Forms required by the established SBE provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in rejection of the bid. The SBE provisions will be made a part of all departmental bid solicitations and are included in this bid package.

1.1.3 Residence Preference Program:

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

resident preference provisions will be made a part of all departmental bid solicitations and are included in this bid package.

- 1.1.4 The work shall consist of: **Initial Spring Clean-up including the removal and disposal of all litter and loose debris from all lots no later than April 1 of each year**; the removal of all litter and loose debris from lots prior to each mowing; the mowing of weeds and grass to a 2-3 inch cutting height; the trimming of grass and weeds around trees, fences, posts, fire hydrants, poles, etc.; the removal of snow and ice from sidewalks adjoining vacant lots; and the reporting of nuisance garbage or hazardous conditions (i.e. dead trees, broken hanging branches, etc.) and/or situations needing to be brought to the attention of the Department of Public Works, hereinafter referred to as “DEPARTMENT”. Subsequent litter clean-up of City-owned properties following the final mowing cycle and prior to snow cover may be ordered by the City on an as-needed basis.
- 1.1.5 Snow and ice shall be completely removed from the full width of the sidewalk, including handicap access ramps on corner properties, adjoining city-owned lots located along arterial and collector streets within twelve (12) hours of the end of snowfall, regardless of accumulation. All snow shall be removed from properties along residential streets (non-arterial or collector) within twenty-four (24) hours of each ending snowfall 8 inches or less, and within forty-eight (48) hours with accumulation greater than 8 inches.
- 1.1.6 Snow and ice removal from the front walkway (including all steps and porch stairs) up to the door of improved properties is required. Properties without an adjoining front sidewalk will require a six (6) foot path up the driveway to the front or side door. Any linear foot additions/subtractions assigned for private walkway (6' clear width) above specified linear footage in the contract shall be compensated based upon Contract Unit Prices calculated from Bid Form Attachment A per 12.1.1.
- 2.0.0 **LOCATION OF WORK:**
- 2.1.0 All work to be performed within the corporate limits of the CITY as divided into the area (#1) as shown on the map and the inventory included in the specifications and subsequent additions and deletions thereto as may be made at the discretion of the DEPARTMENT.
- 2.1.1 Listings and ¼ section maps showing 1) contractual areas (Snow Plowing Area map), and 2) the specific parcels within each area to be mowed or cleared of snow and ice may be viewed in the Central Forestry Office, Department of Public Works, 5230 W State St. Copies of the same will be supplied to successful bidders, hereinafter referred to as “CONTRACTOR”.

- 2.1.2 Work shall be prioritized to address parcels along main streets before parcels on side streets. The CITY may provide prioritized route maps. If such route maps are supplied, parcels shall be cleared in the specified order.
- 3.0.0 **WORK TO BE DONE:**
- 3.1.0 Work Requirements:
- 3.1.1 Grass Mowing:  
Approximately sixteen (16) mowing cycles shall be completed annually for each area. The CONTRACTOR shall mow all grass and weeds including trimming around trees, fences, posts, poles, utility structures, fire hydrants, etc. on CITY and AUTHORITY vacant lots and other city-owned parcels as may be assigned in each respective area. Rough cutting and bush hogging will not be permitted. Turf shall be mowed as otherwise necessary to maintain a neat appearance. Cutting height shall be between two (2) to three (3) inches. Addition or elimination of any mowing cycles or areas to be mowed shall be at the sole discretion of the Contract Administrator or his designee. **All lots shall be cleaned of visible loose debris (including paper, glass, plastic, metal etc. that would be shredded or scattered during mowing operations prior to any mowing activity. All cleaning and disposal shall be the responsibility of the CONTRACTOR'S work force or subCONTRACTOR without added cost to the City. Hidden debris shredded and/or scattered during mowing operations shall be raked, bagged and removed by the CONTRACTOR'S workforce immediately after mowing.** All bags shall be removed from the lot by the end of the work day. Failure to clean the lot prior to mowing will result in a stop work order until litter and debris removal is completed. **A \$100.00 fee will be assessed for each incident of mowing through litter or for leaving trash bags on site over night.**
- 3.1.2 Trimming:  
Trimming around trees, shrubs, landscape beds, fence lines, guard rails, sign posts, utility poles, utility structures, and other improvements or structures shall be performed at each mowing cycle uniformly throughout the entire contract area. Any vegetation not cut by the mowing operation located adjacent to, above, or hanging over the curb line or overhanging any hard surface area must be trimmed during each mowing cycle. Trimming shall be done in such a controlled manner so as not to damage trees, shrubs, vehicles, adjacent houses or buildings, etc. or endanger motorists and pedestrians.
- 3.1.3 Snow and Ice Removal:  
The CONTRACTOR shall completely remove all snow and ice from sidewalks adjoining city-owned vacant lots, including cross walks (handicap access ramps) on corner lots, within 12 hours at parcels located along arterial and collector streets, regardless of accumulation. Parcels located along residential streets (non-arterial or collector) shall be cleared of all snow and ice within 24 hours after each period of snow or ice accumulation 8 inches or less and within 48 hours for

accumulation greater than 8 inches. Salt shall be applied to all sidewalk surfaces immediately after snow and ice removal. The work shall be continuous to assure that all sidewalks are completely clean of all snow and ice within the specified period. Ice shall be removed by the use of sodium chloride (rock salt) or calcium chloride in sufficient quantities and frequency to ensure that sidewalks are clear of ice at all temperatures. Sidewalks shall be cleared of snow and ice to bare pavement over the full width of the sidewalk. Private sidewalks (walks perpendicular to street and extending to a house, building or structure) of improved properties are included in the scope of work. Clearance on improved properties shall be over the width of the private walk and increased to six (6) feet wide at the door. Properties without an adjoining front sidewalk will require a six (6) foot path up the driveway to the front or side door.

3.1.4 Snow and Ice Maintenance:

Between periods of snowfall or ice accumulation, the CONTRACTOR shall continuously monitor and completely remove any snow or ice that may be deposited or otherwise form on the sidewalk due to wind-blown snow, melting and freezing, etc. as necessary to continuously maintain a bare pavement standard across the entire width and length of the sidewalk.

3.1.5 Snow Drift:

Significant drift may potentially occur. The CONTRACTOR may be dispatched to clear significant drift over the entire service area if the CITY determines it necessary. The CONTRACTOR shall be paid the equivalent of three (3) inches snow accumulation for significant snow drift clearance. The CITY will determine situations that justify additional clearance/payment outside of general monitoring/maintenance specified in 3.1.4.

3.2.0 Equipment Requirements:

3.2.1 CONTRACTOR shall provide the City with a telephone number that shall be staffed during City business hours - 6:00am to 5:00pm. In addition, CONTRACTOR MUST maintain a working **Facsimile machine**. All telephones are to be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by City Personnel within twenty four (24) hours after contact to CONTRACTOR. Difficulty contacting the CONTRACTOR may result in termination of the contract.

3.2.2 Equipment on hand, or to be purchased/leased upon award of contract, and committed for use in this contract must be declared by the CONTRACTOR on Equipment Inventory "A-1" for each area. False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment committed for each bid area must be provided to the City before Notice To Proceed is granted. All declared equipment is subject to verification at any time during the contract period.

3.2.3 Mowing:

All mowing equipment shall be commercial grade outfitted with mulching or rotary type decks. **A minimum of five (5) continuously operable and available commercial mowers are required.** Residential grade tractors or mowers are allowed as a supplement but not a replacement for commercial mowers.

3.2.4 Snow and Ice Removal:

All snow plowing and salt spreading shall be accomplished by mechanical means, such as 4-wheel drive vehicles narrow enough to plow 6 foot public sidewalks, commercial tractors (i.e. bombardiers, trackless holder, ATV), etc. The use of any plow blade or similar attachment that exceeds the width of the sidewalk during plowing operations is strictly prohibited. **A minimum of three (3) continuously operable and available commercial snow removal tractors are required for each area.** Commercial snow blowers may be utilized to supplement (not in lieu of) minimum equipment requirements. **CONTRACTOR must consistently demonstrate to the satisfaction of the DEPARTMENT that he/she has sufficient equipment and personnel available to complete the required work within the specified time frame after snow or ice accumulation has ceased.**

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

3.3.0 Starting Work:

3.3.1 Mowing:

The DEPARTMENT will initiate a "Notice to Proceed" to the CONTRACTOR when mowing cycles are to be performed. The approximate start date is June 1<sup>st</sup> for the original contract. The approximate start date for subsequent renewals is May 1<sup>st</sup> of each year. CONTRACTOR is required to have the designated minimum pieces of equipment ready and available for use April 1<sup>st</sup> – October 31<sup>st</sup> of each year.

3.3.2 Mowing cycles for each area shall be completed within seven (7) calendar days after receipt of a Notice to Proceed. The CONTRACTOR is prohibited from starting a new mowing cycle until receiving a Notice to Proceed. Mowing operations shall not be done on designated City Holidays.

3.3.3 The CITY does not guarantee any number of mowing cycles. The CITY anticipates sixteen (16) mowing cycles but the number of mowing ordered may be adjusted up or down as needed.

3.3.4 Snow Removal:

CONTRACTOR is required to have the designated minimum pieces of equipment ready and available for use October 1st – April 30<sup>th</sup> of each year.

3.3.5 CONTRACTOR is required to initiate snow removal operations no later than reaching three (3) inches accumulation on sidewalks.

3.3.6 The CITY will notify the CONTRACTOR if significant drift requires response. For light or intermittent drift, the CONTRACTOR remains responsible for proactive monitoring and clearance under 3.1.4.

4.0.0 **BIDS:**

Optional prebid workshops will be held:

**March 9, 2016:** 9:00 AM – 10:00 AM  
Central District Forestry Office  
5230 W State St  
Milwaukee, WI 53208

4.1.0 **Basis of Bids:**

4.1.1 **Mowing:**

The CONTRACTOR shall base their bid on labor, equipment, time and material relative to the number of total square feet located in the area for the completion of sixteen (16) mowing cycles as shown on Bid Form (Attachment “A”). Area #1 includes approximately 1,609,958 square feet of vacant lots and 1,406,891 square feet of improved lots. The unit costs to mow 1,000 square feet will be derived from the total mowing bid price of each type of property.

4.1.2 **Snow and Ice Removal/Snow and Ice Maintenance:**

The CONTRACTOR shall base this Bid on labor, equipment, time and material required to completely remove forty-seven (47) inches of snow and ice accumulation (seasonal average) from approximately 32,478 linear feet of public sidewalk and 8,923 linear feet of private sidewalk in accordance with Sections 3.1.3 and 3.1.4. The unit costs to remove one inch of snow/ice accumulation per linear foot of each type of sidewalk will be derived from the total snow removal bid price of each type of sidewalk.

4.1.3 **Spring Clean-Up:**

The CONTRACTOR shall base their bid on labor, equipment, time and material to complete clean-up of trash/litter on approximately 636 lots within the service area. If subsequent litter clean-up is ordered by the City, the service will be paid at the unit price for Spring Clean-Up.

4.2.0 **Acceptance or Rejection of Bids:**

- 4.2.1. The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids. .
- 4.2.2 If the contract is to be awarded, the Commissioner shall give the successful bidder a Notice of Award within forty-five (45) days after the day of the bid opening.
- 4.2.3. The CONTRACTOR shall submit with the executed contract, the required performance and payment bonds and proof of required insurance coverage within ten (10) days after contract award notification.
- 4.3.0 Modification and Withdrawal of Bids:

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

After bid opening, a bidder may only withdraw or correct a bid if the bidder meets the requirements of 66.29(5), State Statutes.

4.4.0 Late Bids:

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

4.5.0 Certification of Eligibility for Federal Funds:

The bidder and any of their SubCONTRACTORS must not have any outstanding Federal, State, County, City or other taxes and are therefore considered to be eligible to receive Federal Funds.

4.6.0 Contract Administrator:

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

Ian Brown, Urban Forestry District Manager  
City of Milwaukee – Environmental Services  
Milwaukee, WI  
(414) 286-8233  
ian.brown@milwaukee.gov

4.7.0 Site Inspection:

Submission of a bid on this project shall imply that the Bidder has examined the sites of work upon which he is bidding and is aware of any existing and probable conditions under which he will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of any Bidder to have examined the site. Bidders who wish to be shown representative work within the work area may do so by contacting the Contract Administrator.

4.8.0 Bid Form (Attachment “A”):

CONTRACTOR shall complete and submit, Bid Form Attachment “A” for each bid area. CONTRACTOR must submit a price per square foot per mowing cycle and price per linear foot per inch of snow, which is to include all labor, materials, overhead, and equipment to provide complete mowing and snow and ice removal /snow and ice maintenance operations for each area bid.

4.9.0 Bid Form Attachment “A-1”, Inventory of Equipment:

CONTRACTOR shall complete and submit, Attachment “A-1” inventory of declared equipment for each bid area. This document shall list the quantity, make, year, and type of equipment that is committed for continuous use during the term of this contract.

4.10 Vendor’s Bid Submittal Checklist (Important):

In addition to submitting a signed Binding Signature Page, CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid in order to be considered for award.

- a. **SBE Form “A” (This form should list the name(s) and address(s) of the City certified SBE subcontracting firms that will be doing some of the work and the percentage of the work performed. The City certified SubCONTRACTOR also needs to sign this document in the appropriate column. If the prime CONTRACTOR is 100% certified, the prime CONTRACTOR’S name and address should be listed here.**

- b. Affidavit of Non Collusion
- c. Bid Item Form (Attachment "A") for each area bid
- d. Bid Form (Attachment "A-1") for each area bid
- e. Bid Security

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

**5.0.0 DAMAGE:**

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

**5.2.0 Replacement of Damaged Plantings and Other Property:**

The CONTRACTOR shall be responsible for the like-kind replacement to pre-existing conditions of any plantings or other property to the satisfaction of the owner and Contract Administrator, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated maintenance activities. In such case, the Contract Administrator shall specify the terms of replacement including materials, methods, timeframe, and establishment warranty). All costs for replacement plantings or for testing of plants damaged or suspected of being damaged by CONTRACTOR chemical applications, as may be required by the Contract Administrator, shall be paid by CONTRACTOR.

**6.0.0 LIABILITY AND INSURANCE REQUIREMENTS:**

**6.1.0 Protection Against Liability:**

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

6.2.0 The CONTRACTOR shall be responsible for and shall save the City harmless from, and defend the City against all liability for damages occasioned by mowing and snow and ice removal operations, or which may result therefrom or which may result in any way from the negligence or carelessness of the

CONTRACTOR, the CONTRACTOR's agents, employees, workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work, and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the construction or execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges, and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the execution of the work.

Each Prime CONTRACTOR must furnish to the City of Milwaukee, prior to the start of work, certificates of insurance which confirm that the Prime CONTRACTOR has the types and amounts of insurance referenced in Sections (a) through (d). The Prime CONTRACTOR shall require all of its subCONTRACTORS to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subCONTRACTORS. The Prime CONTRACTOR is fully responsible for assuring subCONTRACTOR compliance with all the insurance requirements specified herein.

a) Workers' Compensation And Employers' Liability

Coverage Amounts

|                           |               |           |
|---------------------------|---------------|-----------|
| Workers' Compensation     |               | Statutory |
| Employers' Liability      |               |           |
| Bodily Injury By Accident | Each Accident | \$100,000 |
| Bodily Injury By Disease  | Each Employee | \$100,000 |
| Bodily Injury By Disease  | Policy Limit  | \$500,000 |

To Include

Other State's Coverage

b) Commercial General Liability

Limits Of Liability

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

To Include

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

c) Automobile Liability

Limits of Liability

|                               |               |             |
|-------------------------------|---------------|-------------|
| Bodily Injury/Property Damage | Each Accident | \$1,000,000 |
|-------------------------------|---------------|-------------|

To Include

Coverage On All Owned, Non-owned, And Hired Vehicles

d) Umbrella Liability

Limits Of Liability

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

To Include

Occurrence Form  
First Dollar Defense Coverage  
Insuring Agreement Which Will Provide Excessive Protection To The  
Primary Coverage (Exclusive Of Professional Liability)

e) Professional Liability

Limits Of Liability

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

To Include

Insuring Agreement To Cover Errors And Omissions Including Loss,  
Costs And Expenses, Which Result From The Operations Of The Service  
Provider. If Insuring Agreement Is Claims Made, The Coverage Must Be  
Continued For The Duration Of The Contract Or For A Period Of Time  
After The Contract Completion Date As Required By The City.

**Notice:** All policies shall provide not less than ten (10) days notice of material change, termination or cancellation shall be given by registered mail to the City of Milwaukee, Department of Public Works;

Attention: Ghassan A. Korban, Commissioner  
841 N Broadway, Room 501  
Milwaukee, WI 53202

and the City Attorney's Office,

City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202

7.0.0 **PERFORMANCE:**

7.1.0 The CONTRACTOR shall provide the DEPARTMENT within seven (7) calendar days after completion of a mowing cycle, or removal of snow/ice accumulation, documentation that services were completed as required by the Contract and Specifications; such documentation will contain the date the services were completed in the respective contract area.

8.0.0 **INSPECTION:**

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

8.2.0 Notice of unsatisfactory work shall be provided in writing.

8.2.1 The CITY will provide a maximum of two (2) punch lists identifying incomplete or missed properties requiring attention for each storm response or mowing cycle. After which, any incomplete work will be assigned to a SECONDARY CONTRACTOR without notice and invoices will be adjusted accordingly to deduct payment for properties and differential costs paid.

8.3.0 Each weekday morning prior to 8:30 a.m., the CONTRACTOR shall call, email or send a fax to the assigned Inspector indicating the location and work being performed that day. All calls for inspection made after 12:00 p.m. (noon) on a Friday, or on a Saturday, Sunday or Holiday, shall be deemed to have been made on the next weekday morning on which an inspector is actually available, and the

CONTRACTOR shall bear all risks relating to the passage of time between CONTRACTOR'S alleged completion of work and/or its request for inspection and the next weekday on which an inspector is actually available. The status of the work as of the next available inspection day shall govern whether the work is deemed completed or deficient.

8.4.0 When an area is completed, the CONTRACTOR shall contact the assigned Inspector for an inspection of the area. The Inspector shall advise the CONTRACTOR of any discrepancies. The CONTRACTOR shall take whatever action necessary to correct the discrepancies within **one working day** and contact the Inspector for a second inspection. Where the CONTRACTOR has failed to complete certain portions of a cycle of work, and has been given notice to correct the discrepancy and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Contract Administrator or his designee, at his/her **sole discretion**, may take the following action:

8.4.1 Mowing:

8.4.1.1 Delay commencement of the next mowing cycle pending completion of the incomplete work

8.4.1.2 Deduct the line item value of the work not completed from the payment for the current cycle and allow the CONTRACTOR to commence the next mowing cycle notwithstanding its failure to complete all portions of the current cycle,

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

8.4.2.0 Snow and Ice Removal/Snow and Ice Maintenance:

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

9.0.0 **LIQUIDATED DAMAGES:**

9.1.0 Work Not Performed:

- 9.1.1 If greater than ten percent (10%) of lots are found to be missed or incompletely mowed/shoveled at the time of inspection, the CONTRACTOR will be charged \$1000 for inspection services.
- 9.1.2 In the event the CONTRACTOR fails to execute the work with such diligence as to insure its completion in accordance with the Work Requirements, the DEPARTMENT may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable for Work Not Performed, including the difference between the CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the SECONDARY CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced. If after reassignment of work the CONTRACTOR continues to demonstrate his inability to perform the work in accordance with the Work Requirements, the CONTRACTOR will be considered in DEFAULT in accordance with 2.4.18 DPW General Specifications and the contract will be terminated.

9.2.0 Non-Timely Performance:

9.2.1 Mowing:

Any work not completed in a seven (7) day period after Notice to Proceed without an approved time extension for inclement weather or City observed holidays shall be subject to reassignment to a SECONDARY CONTRACTOR. The CONTRACTOR and his/her sureties shall be financially liable to pay any difference between CONTRACTOR's bid price and the reassigned CONTRACTOR's bid price.

9.2.2 Snow and Ice Removal/Snow and Ice Maintenance:

In the event the CONTRACTOR fails to execute work with such diligence as to insure its completion in accordance with the Work Requirements, the DEPARTMENT may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable to pay any difference between CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price.

10.0.0 **TERM OF CONTRACT:**

10.1.0 The term of this contract shall be from April 1, 2016 to March 31, 2017 with three (3) one (1) year extensions (April 1 to March 31) permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR. The contract shall be subject to termination for any violations of the contract specifications.

11.0.0 **CANCELLATION:**

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

12.0.0 **CHANGES IN WORK:**

12.1.0 The DEPARTMENT may make changes to the scope of the work in the amount of 10% more or less than the total square feet, linear feet, or lots specified in Bid Form Attachment "A", in any given contract year without additional or reduced compensation to the CONTRACTOR. Such additions or deletions in the square feet and/or linear feet shall not invalidate the contract nor shall such change relieve the CONTRACTOR from any of the CONTRACTOR'S obligations under the contract or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the unit bid price as a result of this change. Any additions above 10% or deletions below 10% in the total square feet or linear feet specified in the contract shall be compensated or reduced based on Contract Unit Prices calculated from Bid Form Attachment "A".

12.1.1 A Unit Price of cost to mow one thousand (1,000) square feet of grass will be calculated by dividing the bid total area cost for one mowing cycle by the bid total area square footage. This Unit Price for mowing 1,000 square feet of grass will be used to calculate any additional or reduction in payment for changes in service volume outside the terms of 12.1.0.

12.1.2 A Unit Price of cost to remove one inch of snow/ice accumulation per linear foot of sidewalk will be calculated by dividing the bid total area one inch snow/ice accumulation cost by the bid total area linear footage. This Unit Price for removing one inch of snow/ice accumulation from one linear foot of sidewalk will be used to calculate any additional or reduction in payment for changes in service volume outside the terms of 12.1.0.

12.2.0 The CONTRACTOR shall anticipate approximately 150 additional properties added to the contract through the end of the calendar year. The DEPARTMENT will contact the CONTRACTOR with the specific date lots are added to the contract.

12.2.1 Lots added within the mowing season may require mowing at the time of acquisition. Lots requiring service will be paid at \$40 per two thousand five hundred (2,500) square feet of grass mowed, regardless of height. The DEPARTMENT will identify lots requiring service and the CONTRACTOR will complete mowing within 48 hours of request.

- 12.2.2 Lots added within the snow season may require sidewalk snow clearance at the time of acquisition. Lots requiring service will be paid at \$30 per sixty (60) feet of sidewalk cleared, regardless of accumulation. The DEPARTMENT will identify lots requiring service and the CONTRACTOR will complete clearance within 48 hours of request.
- 12.3.0 Except for the purpose of affording protection against any emergency endangering life or property, the CONTRACTOR shall make no change in the specified work without a written notice from the DEPARTMENT or CITY authorizing the change.
- 12.4.0 The CITY reserves the authority to remove properties from the contract inventory for the purpose of supporting Community Based workforce development or employment initiatives. Properties removed for this purpose will result in an adjustment to the base inventory and will not be subject to compensation.
- 12.5.0 The base contract area will be amended annually at the time of renewal to reflect changes in property inventory. Any change in service volume will be compensated at the awarded unit price rate independent of the 10% in-season service change clause (12.1.0).
- 12.6.0 The CITY reserves the authority to redefine service area boundaries if the service volume increases beyond the CONTRACTORs capacity in the sole opinion of the CITY. The CONTRACTOR is not liable for any difference in price established by a new contractor outside of the newly defined service area. The overall square footage/linear footage of service will not be reduced below the original contract amount as a result of redefined service area boundaries.

13.0.0 **SUBCONTRACTING:**

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

14.0.0 **AWARD OF CONTRACT:**

14.1.0 **Bonding:**

14.1.1 **Bid Security:**

Bid security required is Five Hundred Dollars (\$500.00) for each area bid, unless otherwise stated in the Official Notice and Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to Commissioner, or when indicated in said Notice or Invitation to Bid, a bid bond

issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Cash Security will NOT be accepted. The bid bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the bid bond. The bid security of the successful bidder shall be retained until the bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten days of Notice of Award, the Commissioner may annul the Award and the bid security of that bidder shall be forfeited and the City reserves the right to pursue any available remedies against the bidder. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be returned after the Commissioner has made an award to the lowest responsible bidder.

14.1.2 Performance Bond/Payment Bond:

The successful bidder shall submit to the Commissioner, prior to or at the time of execution of the contract, a performance bond and a payment bond in an amount equal to **100%** of the Contract price to complete sixteen (16) mowing cycles and remove forty-seven (47) inches of snow and ice accumulation in each respective area. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the provisions of the contract.

14.2.0 Non-Appropriation:

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

15.0.0 MINIMUM WAGES

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

16.0.0 BASIS OF PAYMENT/INVOICING:

16.1.0 The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract including verification of work completed, upon receipt of an invoice from the CONTRACTOR.

16.2.0 Mowing:

The CONTRACTOR shall be paid on a mowing cycle basis. **The CONTRACTOR shall submit invoices within seven (7) calendar days following the completion of a mowing cycle. Failure to submit timely invoices shall subject to contract termination.**

16.3.0 Snow and Ice Removal:

The CONTRACTOR shall be paid for Snow and Ice Removal on a per tenth (.10) inch accumulation basis as reported by the National Weather Service for the Milwaukee area. For storm events where only a portion of the City receives snow or ice accumulation, The CITY reserves the right to utilize snow/ice accumulation as reported from either Mitchell International Airport or Timmerman Field that best reflects actual conditions in the service area as a basis for payment. NO PAYMENT WILL BE AUTHORIZED FOR ANY SERVICE AREA THAT DOES NOT RECEIVE SNOW/ICE ACCUMULATION DURING LOCALIZED STORM EVENTS OR WHERE NO SNOW AND ICE REMOVAL WORK IS PERFORMED BY THE CONTRACTOR. Invoicing for snow and ice removal shall be in increments of no less than 4.0 inches and shall be submitted within 7 calendar days of snow and ice accumulation exceeding 4.0 inches. Invoices must include documentation that services were completed as required by the Contract and Specifications, including the service area number, quantity of snow/ice accumulation removed to the nearest .10 inch, contract unit cost per inch of snow and ice removal for the entire service area, and date range (from date – to date) for invoiced snow/ice accumulation removed.

16.3.0 Snow and Ice Maintenance:

Cost to perform Snow and Ice Maintenance (continuous monitoring and removal of snow and ice from sidewalks) during the Snow Maintenance Period (October – April) is included in the unit bid price.

16.4.0 Failure to Perform Snow and Ice Maintenance:

CONTRACTOR failure to perform Snow and Ice Maintenance during the Snow and Ice Maintenance Period will be just cause for forfeiture of one and one-half (1.5) percent of the total bid price for Snow and Ice Removal (Bid Form Attachment “A”) for each and every month Snow and Ice Maintenance is not performed. The City further reserves the right to reassign Snow and Ice Maintenance work to a Secondary CONTRACTOR, and/or terminate the Contract for non-performance.

16.5.0 Spring Clean-Up:

A clean-up of lots will be required in the spring. Trash shall be collected from lots after snow melt. This collection shall be completed after notification from the

- CITY and completed no later than April 1, unless specified otherwise. Removal of large dumping (i.e. tires, mattresses, etc.) shall not be the responsibility of the CONTRACTOR. The CONTRACTOR shall move large debris to the garbage collection location (i.e. alley or curb) and notify the CITY for removal. Subsequent clean-up of lots after the final mowing cycle and prior to snow cover may be ordered by the CITY on an as-needed basis. Lots requiring service will be paid at the unit per lot price for Spring Clean-Up established within the contract.
- 16.6.0 Final payment is predicated upon a service performed as deemed acceptable by the DEPARTMENT.
- 16.7.0 All payments will be made on work ordered by the “Notice to Proceed”, and/or “Change Orders” completed by the CONTRACTOR and accepted by the DEPARTMENT. It is the City’s policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45<sup>th</sup> day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor’s receipt of payment from the City of Milwaukee, or seven days from receipt of a property submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8<sup>th</sup> calendar day. Reference Common Council File No. 101137 adopted January 2011.
- 16.8.0 Invoices shall be subject to adjustment for **Work Not Performed, Non-Timely Performance, and Damages**, if any, for which CONTRACTOR is liable, whether actual or projected. The DEPARTMENT shall retain adjustments for projected damaged until such time as the actual cost of the adjustment can be determined.
- 16.9.0 All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee’s contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information to the City’s contract compliance software. Please contact the Office of Small Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286-5553.
- 16.10.0 Consumer Price Index (CPI):  
On April 1, 2017 the contract price may be increased by the CONTRACTOR utilizing the same percentage as reflected in the change

in the Consumer Price Index for all US Urban Goods and Services comparing December 2015 to December 2016.

- 16.10.1 On April 1, 2018 the contract price may be increased by the CONTRACTOR utilizing the same percentage as reflected in the change in the Consumer Price Index for all US Urban Goods and Services comparing December 2016 to December 2017.
- 16.10.2 On April 1, 2019 the contract price may be increased by the CONTRACTOR utilizing the same percentage as reflected in the change in the Consumer Price Index for all US Urban Goods and Services comparing December 2017 to December 2018.
- 16.10.3 On April 1, 2020 the contract price may be increased by the CONTRACTOR utilizing the same percentage as reflected in the change in the Consumer Price Index for all US Urban Goods and Services comparing December 2018 to December 2019.

17.0.0 **PERMITS:**

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

18.0.0 **VEHICLE/EQUIPMENT RESPONSIBILITY:**

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

19.0.0 **GENERAL CONDITIONS:**

19.1.0 Contractual Disputes:

If the CONTRACTOR has a claim against the CITY, whether for money or other relief, the CONTRACTOR shall give written notice of intent to file a claim within 48 hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the CONTRACTOR shall submit an invoice for final payment within seven calendar days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Administrator shall make a decision regarding the resolution of claims. Under no circumstances may the CONTRACTOR suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the CONTRACTOR shall have an

affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the CITY.

19.2.0 Inclement Weather/Holidays:

19.2.1 In the event of inclement weather during a mowing cycle, the maximum allowable rain days will be three. In the event of severe weather additional rain days may be granted at the discretion of the Contract Administrator. All requests for rain days must be submitted in writing at the cycle end date. The contract requires that a cycle length be every seven-calendar days. Therefore, weekends worked will be considered when granting cycle extensions.

19.2.2 The CITY recognizes Good Friday, Memorial Day, Independence Day and Labor Day as City Holidays and will extend the mowing cycle accordingly. All rain days and holidays granted by the Contract Administrator shall be time extensions only, and shall not entitle the CONTRACTOR to any additional compensation for any reason whatsoever. The CONTRACTOR assumes all risk of loss or additional costs caused by or in any way relating to weather. There shall be no time extensions granted due to holidays or inclement weather for snow and ice removal operations.

19.3.0 Company Personnel Standards and Resource Commitment:

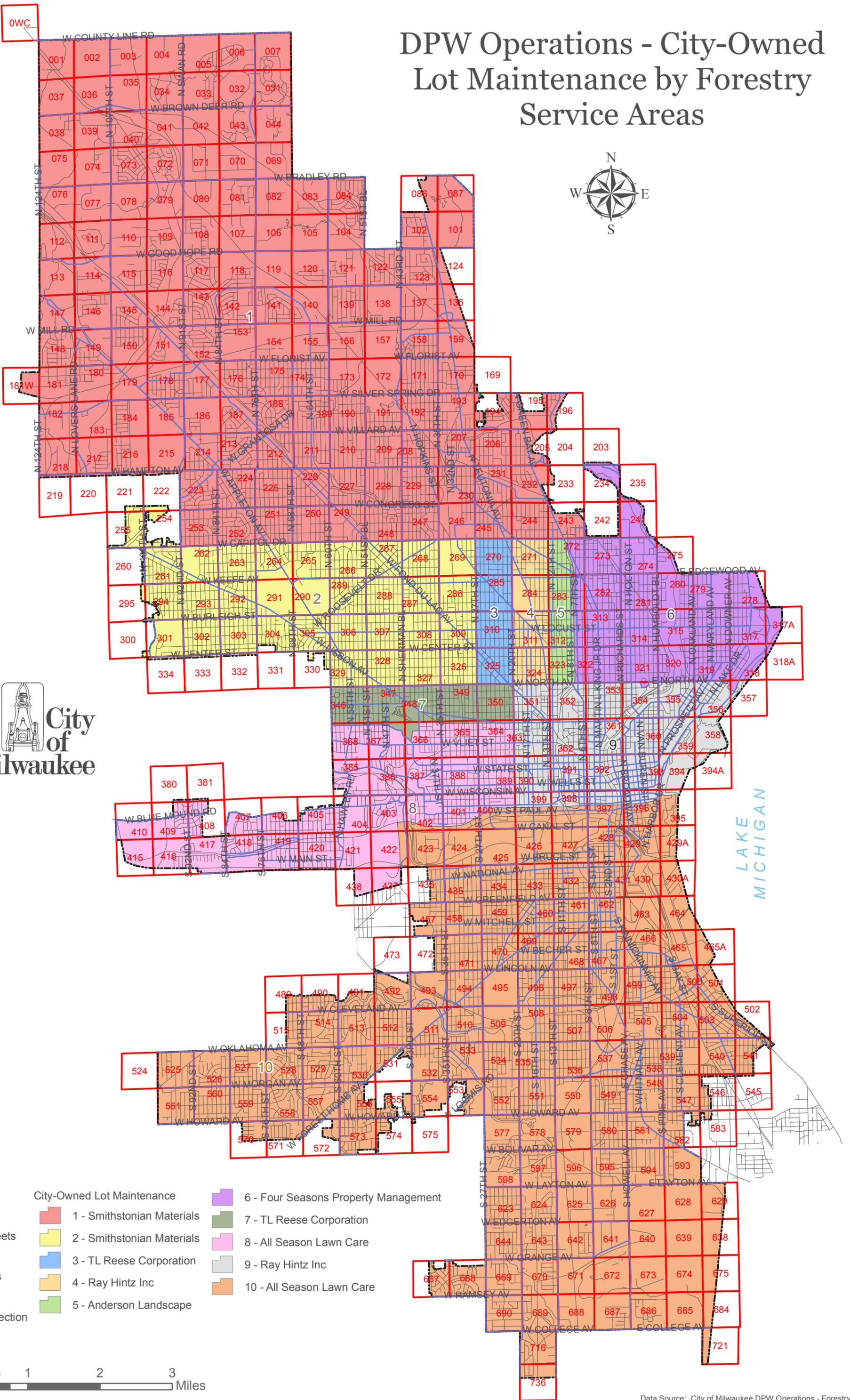
19.3.1 Only qualified personnel shall supervise and perform maintenance services in this contract. If in the CITY'S sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the CITY,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

19.3.2 The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. All CONTRACTOR employees and SUBCONTRACTORS shall be fully and modestly clothed, and shall refrain from the use of any excessively loud or vulgar/offensive language during the execution of this CONTRACT. The CITY retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of the Contract Administrator shall be considered a breach of contract, and subject to termination.

**20.0.0 RESIDENTS PREFERENCE PROGRAM:**

20.1.0 The CONTRACTOR shall be responsible for attaining a 40% Residents Preference Program (RPP) requirement. The details of the program can be found in the City of Milwaukee Code of Ordinances, Section 309.41. The 40% requirement will be measured over a period of 12 months from the date of the contract.

# DPW Operations - City-Owned Lot Maintenance by Forestry Service Areas



- Streets
  - Major Streets
  - City Limits
  - Quarter Section
- | City-Owned Lot Maintenance |                                      |
|----------------------------|--------------------------------------|
|                            | 1 - Smithstonian Materials           |
|                            | 2 - Smithstonian Materials           |
|                            | 3 - TL Reese Corporation             |
|                            | 4 - Ray Hintz Inc                    |
|                            | 5 - Anderson Landscape               |
|                            | 6 - Four Seasons Property Management |
|                            | 7 - TL Reese Corporation             |
|                            | 8 - All Season Lawn Care             |
|                            | 9 - Ray Hintz Inc                    |
|                            | 10 - All Season Lawn Care            |



Project Area: Area 1

### Inventory of Dedicated Equipment on Hand or to be Purchased/Leased (A-1)

| <u>Item</u> | <u>Quantity</u> | <u>Make</u> | <u>Year</u> | <u>ID Number</u> | <u>Type</u> | <u>Owner/Lienholder</u> |
|-------------|-----------------|-------------|-------------|------------------|-------------|-------------------------|
| Example     | 2               | John Deere  | 2002        | 2002-ABC         | Skid loader | Company A               |
| 1           |                 |             |             |                  |             |                         |
| 2           |                 |             |             |                  |             |                         |
| 3           |                 |             |             |                  |             |                         |
| 4           |                 |             |             |                  |             |                         |
| 5           |                 |             |             |                  |             |                         |
| 6           |                 |             |             |                  |             |                         |
| 7           |                 |             |             |                  |             |                         |
| 8           |                 |             |             |                  |             |                         |
| 9           |                 |             |             |                  |             |                         |
| 10          |                 |             |             |                  |             |                         |
| 11          |                 |             |             |                  |             |                         |
| 12          |                 |             |             |                  |             |                         |
| 13          |                 |             |             |                  |             |                         |
| 14          |                 |             |             |                  |             |                         |
| 15          |                 |             |             |                  |             |                         |
| 16          |                 |             |             |                  |             |                         |
| 17          |                 |             |             |                  |             |                         |
| 18          |                 |             |             |                  |             |                         |
| 19          |                 |             |             |                  |             |                         |
| 20          |                 |             |             |                  |             |                         |

## **PAYMENT MONITORING REQUIREMENTS**

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

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

## **NOTICE TO CONTRACTORS**

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

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

## City Of Milwaukee

### Department Of Public Works

#### Small Business Enterprise (SBE) Provisions

##### I. General

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

##### II. Definitions

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

3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

### III. SBE Utilization Requirements

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

2. Listing an SBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the SBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
3. SBE participation is an element of bid responsiveness. Failure to meet the specified SBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified SBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
4. Only SBEs that have been certified by the Office of Small Business Development may be listed on the SBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified SBE firms is maintained at:

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

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

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

the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

H. **Percentage of Required SBE Participation**

Construction 25%

The Purchase of Goods and Services 25%

The Purchase of Professional Services 18%

Rev. 5-2013

SBE provisions 5-13

**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 37/1 \_\_\_\_\_

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

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

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

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

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

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

(12) Report Prepared By: \_\_\_\_\_  
(Name) (Title) (Phone Number)

(13) Authorized Signature : \_\_\_\_\_  
(Name) (Title)

(14) Date \_\_\_\_\_

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

**DIRECTIONS FOR SBE MONTHLY REPORT (FORM D)**

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

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

**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.: 37 Project No. 1 **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.: 37 Project No. 1 **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: \_\_\_\_\_

**City of Milwaukee  
Department of Public Works**

**Residents Preference Program Provisions**

**I. General**

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

**II. Definitions**

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

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

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

### III. Residency Utilization Requirements

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

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

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

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
DPW Contract No.

## Employee Affidavit Residents Preference Program

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

**Residency status:**

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

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

**AND**

**Unemployment status:**

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

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

**OR**

**Underemployed status:**

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Telephone Number

Subscribed and sworn to me this \_\_\_\_\_ day

Of \_\_\_\_\_, \_\_\_\_\_ A.D.

My Commission Expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Milwaukee County

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

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

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

Source: Wisconsin Department of Public Instruction

**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 |
|--------------------------------------|-------------------------------------|---|---|
| <b>TRUCK DRIVERS:</b>                |                                     | ( %)  | ( %)                                      |
| <b>OPERATING ENGINEERS:</b>          |                                     |   |   |
| <i>Journeyman</i>                    |                                     | ( %)  | ( %)                                      |
| <i>Apprentices</i>                   |                                     | ( %)  | ( %)                                      |
| <b>SKILLED TRADES:<br/>(Specify)</b> |                                     |   |   |
| <i>Journeyman</i>                    |                                     | ( %)  | ( %)                                      |
| <i>Apprentices</i>                   |                                     | ( %)  | ( %)                                      |
| <i>Trainees</i>                      |                                     | ( %)  | ( %)                                      |
| <b>LABORERS:<br/>(Specify type)</b>  |                                     |   |   |
|                                      |                                     | ( %)  | ( %)                                      |
|                                      |                                     | ( %)  | ( %)                                      |
|                                      |                                     | ( %)  | ( %)                                      |
|                                      |                                     | ( %)  | ( %)                                      |
|                                      |                                     | ( %)  | ( %)                                      |

NAME and ADDRESS of Target Area Residents:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME and ADDRESS of Apprentices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

I. General

- A. In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a minimum wage requirement is mandatory for all Department of Public Works' Service Contracts. The ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a service contract, as defined in II B herein, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 per hour. Currently, Section 310-13 requires that **on March 1, 2016 and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage. **No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.**
- B. The Contractor agrees to prepare and submit whichever is requested, be it either or both of the following documents: A sworn report (DPW-6) every 3 months or an affidavit (Form J) within 10 days following the Contractor's completion of the contract/or yearly for any contract extension. Contractor will procure and submit like documentation from every subcontractor employed by the contractor to the Department of Public works regarding every person employed on or under this contract or subcontract. Said documentation shall certify that each and every employee has been paid in full the amount of not less than **\$10.69** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:
1. Withhold payments on the contract.
  2. Terminate, suspend, or cancel the contract in whole or in part.

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

3. After due process, consider debarment of the contractor from bidding for a one-year period after the first violation and for a three-year period after the second.
4. Any other remedy available to the City at law or in equity.

**II. Definitions**

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

**III Service Contract Utilization Requirements**

- A. For every service contract as defined in II B above, the minimum hourly wage specified in I B above shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.
- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.

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

C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.

D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair, and the Director of Equal Opportunities Disadvantaged Business Enterprise to be held within five (5) days of receipt of the appeal. The Committee shall have the authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final.

**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 § 66.0903 (9), Wisconsin Statutes, and Wisconsin Administrative Code section §DWD 290.14 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 are \_\_\_\_\_. 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 **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

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

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

\_\_\_\_\_  
(Notary Signature)

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Contractor Signature)

My commission Expires: \_\_\_\_\_

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 <u>All</u> Worker Hours |
|--------------------------|---|------------------|-----------------------------------|------------------|----------------------------------|
| <b>Prime Contractor:</b> |   |                  |                                   |                  |                                  |
|                          |   |                  |                                   |                  |                                  |
| <b>Subcontractors:</b>   |   |                  |                                   |                  |                                  |
|                          |   |                  |                                   |                  |                                  |
|                          |   |                  |                                   |                  |                                  |
|                          |   |                  |                                   |                  |                                  |
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|                          |   |                  |                                   |                  |                                  |
|                          |   |                  |                                   |                  |                                  |
|                          |   |                  |                                   |                  |                                  |
|                          |   |                  |                                   |                  |                                  |
| <b>GRAND TOTAL</b>       |   |                  |                                   |                  |                                  |

**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:

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 § 66.0903 (9), Wisconsin Statutes, and Wisconsin Administrative Code section § DWD 290.13 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.

2. 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 (Name of Prime Contractor)  
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 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 are \_\_\_\_\_  
\_\_\_\_\_. 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 **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

5. 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.

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

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

\_\_\_\_\_  
(Notary Signature)

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Contractor Signature)

My commission Expires: \_\_\_\_\_

**CITY OF MILWAUKEE  
PRIME CONTRACTOR AFFIDAVIT OF COMPLIANCE  
WITH WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

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 \_\_\_\_\_,  
(Circle one) (City, Village, Township) (State),  
and make this affidavit pursuant to the provisions of Chapter 310-13 of the Milwaukee Code of Ordinances.
2. I have recently performed work or completed the work required under the terms of the contract dated \_\_\_\_\_, with the City of Milwaukee, Department of Public Works and make this affidavit in order to obtain partial/final payment.
3. I have fully complied with the wage and hour requirements for every employee as set forth in the above-referenced contract and paid overtime rate (1-1/2 times) for any work over forty (40) hours per week. There has not been, nor is to be, any rebate or refund of any part of said wages paid to the employee.
4. I have received similar evidence of compliance with the contract wage rates from each of my (if any) subcontractors who worked on this project.
5. I have full and accurate records which clearly show the name, trade or occupation, and home address of every worker that I employed in connection with the work on this project, as well as the hours worked and actual wages and fringe benefits paid to such workers. These records will be kept at \_\_\_\_\_ in the custody of \_\_\_\_\_, whose address and telephone number are \_\_\_\_\_. 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 **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

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

Subscribed and sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Contractor Signature)

My commission Expires: \_\_\_\_\_

**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 ....37.....  
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)

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