

**BID SPECIFICATIONS
FOR
PROVISION OF
TRANSFER STATIONS AND SELF-HELP CENTERS OPERATION
WITH ASSOCIATED HAULING AND DISPOSAL SERVICES
FOR THE
CITY OF MILWAUKEE
OFFICIAL NOTICE NO. 165**

Issued by:

City of Milwaukee
Department of Public Works

February 2004
(December 2003 Bid Specifications Updated to Include Addenda 1 Through 3)

Responses Due *No Later Than* 10:30 A.M. Central Standard Time
January 22, 2004

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LIST OF ATTACHMENTS

Attachment

- 1 Lincoln Avenue Transfer Station and Industrial Road Transfer Station Site Plans
- 2 Self-Help Center Site Plans
- 3 Waste Quantities
- 4 Lobbying Provisions
- 5 (Not Applicable)
- 6 Site Lease
- 7 Wage Provisions and Minimum Wage Ordinance

Addendum No. 2 Attachments

- A2-1 Pre-bid Conference Minutes and Sign-up Sheet for Transfer Stations
- A2-2 Designation of Confidential and Proprietary Information
- A2-3 Form DPW 11 (2 pages)
- A2-4 Form DPW 12 (2 pages)
- A2-5 Living Wage Rate
- A2-6 Prevailing Wage Rate
- A2-7 Scale and Software Information
- A2-8 Operation Plan – Transfer Stations
- A2-9 2003 Tonnage for Industrial Road and Lincoln Avenue Sites
- A2-10 City Ordinance No. 79-5.5 Removal of Contents of Waste Containers
- A2-11 Lincoln Avenue and Industrial Road Facility Permits
- A2-12 Responses to Bidders Written Questions

**SECTION 1.0
GENERAL INFORMATION**

1.0.1 Official Notice No. 165

Refer to Official Notice No. 165 provided herewith regarding project description and related information.

**CITY OF MILWAUKEE
SPECIFIC OFFICIAL NOTICE NO. 165**

Separate sealed Bids will be received in Room 507, Municipal Building no later than Thursday, January 22, 2004, at 10:30 a.m. (Central Standard time), at which time Bids will be publicly opened and read for "**BID SPECIFICATIONS FOR PROVISION OF TRANSFER STATIONS AND SELF-HELP CENTERS OPERATION, WITH ASSOCIATED HAULING AND DISPOSAL SERVICES FOR THE CITY OF MILWAUKEE.**" The term of the Contract will be from contract execution until June 30, 2011, with the City of Milwaukee's (City) sole option to renew for up to three (3) one-year periods.

The project refers to the City's transfer stations at Lincoln Avenue and at Industrial Road. There is also a self-help center located at each of these sites. The proposed bid pertains to the operation of these facilities, with associated hauling and disposal services for the City of Milwaukee.

Site Visit: A site visit and pre-bid conference are scheduled for Tuesday, January 6, 2004, for Bidders to tour the facilities and to ask questions regarding the Bid Specifications. The site visit at the Lincoln Avenue Self-Help Center will begin at 9:00 a.m., at 3879 W. Lincoln Avenue; and the site visit at Industrial Road Self-Help Center will begin at 2:00 p.m., at 6660 North Industrial Road. The pre-bid conference will be held at the Industrial Road transfer facilities in the conference room after the site visit.

A Bid security, in the form of a Bid Bond, a certified check, or cashier's check, in the amount of 10 percent of the Bid Price is to accompany the Bid. Corporate surety is required on Bid Bonds. All applicable statutory and City charter provisions and ordinances are incorporated into this Contract.

The Emerging Business Enterprise (EBE) requirement for this contract is 21 percent of the annual dollar value of the Operating Costs as defined in the Bid Specification.

A minimum of 25 percent of the workers hours performed on this contract must be performed by unemployed residents of the CDBG area as defined in Sec. 309-41, Milwaukee Code of Ordinances.

The Commissioner of Public Works reserves the right to reject any and all bids. The City will bear no responsibility for costs incurred by respondents in preparation of the Bids.

The Bid Specification will be available to the prospective bidders upon payment of a \$10.00 non-refundable fee in room 507, 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 by 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://www.mpw.net/Pages/bids.html>

Signed:


MARIANO A. SCHIFALACQUA
Commissioner of Public Works

PUBLISH SIX (6) TIMES INSERTION WITHOUT FAIL Monday, December 22, 2003.

1.1 REASON FOR THIS REQUEST PROCUREMENT

The City owns two transfer stations (“Transfer Stations”) that receive, compact, and reload Solid Waste collected by City forces or brought by residents to self-help centers (“Self-Help Centers”) also located at the Transfer Stations (collectively, the Transfer Stations and the Self-Help Centers shall be known as the “Facilities”). Operation of the Transfer Stations is currently provided pursuant to a contract with Waste Management, Inc. (“Waste Management”), while the City DPW Operations Division staffs the entrance gate and Waste Management operates the Self-Help Centers. This request for Bids is being issued to provide for the continued operation of the two Transfer Stations and Self-Help Centers, as well as hauling and disposal of Solid Waste to a permitted Disposal Facility.

The Transfer Stations and Self-Help Centers that are being retained for the Contract are located at Industrial Road and Lincoln Avenue.

1.2 DEFINITIONS

Words, phrases, or other expressions used in these Bid Specifications and in the Contract Documents shall have meanings as follows:

Apparent Low Bidder = the Bidder whose Bid, upon preliminary review at the opening of the Bids, would result in the lowest cost to the City.

Bid = response to a Bid Invitation, including the Qualifications Statement and Technical Description submitted by a Bidder.

Bid Deadline = the date and time at which all bids are due. Bids after this deadline will not be accepted by the City.

Bidder(s) = the interested party (or parties) who submit Bids or are prospective Bidders. The Bidder(s) may be a single entity or a joint venture.

Bid Security = bid bond as specified in Bid Specification.

Bid Specification or Specification = the Bid Specification, as amended and revised.

Brush = woody, vegetative material such as twigs, tree limbs, small trees, shrubbery, and prunings less than 6 inches in diameter.

Capital Costs = an expenditure for fixed assets including, but not limited to, architectural and engineering services, site improvements, building construction, and equipment.

Catch Basin Cleanings = material which is periodically cleaned out of City catch basins.

CDBG = Community Development Block Grant program. Additional information for the City is available through the City’s website at the following world wide web address: www.ci.mil.wi.us/citygov/da/admin/districts.htm.

City = the City of Milwaukee, Wisconsin.

Clean Fill = Construction/Demolition Debris such as dirt, rocks, brick and concrete which, according to DNR regulations, can be deposited on land without need for cover material.

Commissioner = the Commissioner of Public Works, or his designee.

Composting = the managed, accelerated decomposition of organic waste materials for use as a soil amendment.

Construction/Demolition Debris = waste material arising from construction and/or demolition activities, which material may be taken to the Transfer Station(s)/Self-Help Center(s) by residents or by City collection forces, including but not limited to: vacant lot cleanup wastes, asphalt, shingles, dirt, bricks, rocks, concrete, wood, siding, sheetrock, and similar materials.

Contract (or Contract Documents) = are all to be considered as synonymous and shall mean the Contract between City and the Contractor and all attachments in the form of exhibits or addenda that are or may be attached thereto.

Contract Execution Date = the date written in the first paragraph of the Contract.

Contract Year = July 1 to June 30.

Contractor = the entity named and designated in the Contract; i.e., the selected Bidder(s) who has entered into a Contract substantially identical in form and content to the Contract. Contractor shall be interpreted as Contractors if the City awards Contracts to multiple vendors.

CPI = Milwaukee Consumer Price Index - Urban Wage Earner Index.

Curbside and Drop-off Collected Recyclables = recyclables currently collected or collected in the future by, or on behalf of, the City. These materials include aluminum beverage containers, steel and bi-metallic cans, newspaper, household mixed paper, magazines, corrugated paper or other container board, office paper, plastic containers, foam polystyrene packaging, oil filters, computers, electronics, white goods, antifreeze, lead acid batteries, tires, yard waste leaves and grass, Brush, and glass containers. This list may be expanded to comply with State landfill disposal bans.

Day or Days = a calendar day or days of 24 hours each (unless herein otherwise expressly defined).

Department = the City of Milwaukee Department of Public Works.

Disposal Facility = a permitted facility provided by the Contractor and used for the treatment or final disposal of Solid Waste. Example Disposal Facilities include, but are not limited to, Landfills, waste-to-energy facilities, and mixed waste composting facilities. Mixed waste processing facilities which only recover Recyclables from Solid Waste and subsequently ship the remaining waste to other Disposal Facilities will not be considered Disposal Facilities.

DNR = the Department of Natural Resources of the State of Wisconsin and its various bureaus and specialized management sections.

EBE = Emerging Business Enterprise. EBE information including a list of qualified firms by vendor name or by industry is available through the City's website at the following:
www.ci.mil.wi.us/citygov/dao/sp/ebep/ebep.htm

Industrial Road Transfer Station = the City-owned Transfer Station located at 6710 North Industrial Road.

Landfill = a location used for the land disposal of Solid Waste in accordance with all applicable local, State, and Federal rules and regulations.

Lincoln Avenue Transfer Station = the City-owned Transfer Station located at 3921 West Lincoln Avenue.

Logs = trees and stumps over 6 inches in diameter.

MRF = the existing Materials Recovery Facility located at 1313 West Mount Vernon Avenue.

MRF Contractor = Contractor who is responsible for operation of the MRF.

Notice to Proceed = the written notice from the Commissioner to the Contractor indicating that conditions precedent to commencement of services have been satisfied.

Operating Costs = all non-Capital Costs, measured on an annual basis, associated with operation and maintenance of the Transfer Stations and Self-Help Centers. These costs do not include the cost to the Contractor for disposal of Solid Waste at a licensed facility or depreciation on equipment.

Operating Hours = normal hours of operation of the Transfer Station(s) and Self-Help Center(s) as delineated in the Bid Specification.

Permit = an approved plan of operation, operating license, or other formal approval process as required by the State in which the facility is located.

Processing = necessary handling, separation, or transformation of Solid Waste, including, but not limited to, the compaction and reloading of Solid Waste at a Transfer Station, following removal of any Non-compactable and Unacceptable Waste.

Processing Facility = a facility that engages in the Processing of Solid Waste.

Qualifications Statements = information submitted by Bidder(s) according to the requirements of the Request for Qualifications and Bid Specification.

Recyclables = Materials in the waste stream that can be remanufactured into useful products.

Recycling = recovery of resources from Solid Waste and returning them to productive use through reprocessing or remanufacture.

Rejects = Solid Waste materials not included under the definition of Curbside and Drop-off Collected Recyclables and inadvertently set out for collection, or dropped off, by residents and material which the MRF Contractor demonstrates, to the satisfaction of the City to be unusable because of its nature or condition at the time of delivery to the MRF. Rejects shall be paid for by the MRF contractor.

Required Daily Capacity = the daily tonnage of Solid Waste the Contractor is required to be capable of receiving and Processing at the Transfer Station(s).

Residue = the unusable material, excepting Rejects, generated in the Processing of Recyclables at the MRF or elsewhere and which requires disposal in a Disposal Facility.

Selected Bidder(s) = Bidder(s) who are selected by this procurement process to provide the requested facilities and services.

Self-Help Center = a specific site that the Contractor will operate and maintain where City residents and property owners can drop off Solid Waste, Recyclables, and Special Waste for disposal or recycling.

Service Area = that portion of the City designated by the Commissioner for delivery of Solid Waste by City forces to the Transfer Station(s).

Solid Waste = all wastes collected by City forces or brought to Self-Help Centers, including Residue and Rejects from Recyclables Processing, but excluding abandoned motor vehicles, Catch Basin Debris, sewage treatment residues, liquid or industrial wastes, recyclables, and Unacceptable Waste.

State = the State of Wisconsin and/or the state in which the Disposal Facility is located.

Subcontractor = a corporation, partnership, or individual having a direct contract with the Contractor for performing any Work or services in connection with the Contract.

Tipping Fee = cost per ton paid to the City under the Contract.

Ton = a short Ton of 2,000 pounds.

TPD = Tons per Day received at a Transfer Station(s) or Self-Help Center(s).

TPY = Tons per year received at a Transfer Station(s) or Self-Help Center(s).

Transfer Station = one of the City-owned Transfer Stations.

Unacceptable Waste = any explosives, biomedical waste, radioactive waste, or hazardous waste. The definition of what constitutes hazardous waste shall be determined according to Wisconsin NR 600 (Note: Wisconsin NR 605.05 exempts household hazardous wastes from regulation as hazardous waste).

Variable Costs = all non-fixed costs, measured on an annual basis, associated with operation and maintenance of the Transfer Stations and Self-Help Centers and hauling and disposal of solid waste.

Vector Control = management of all pest nuisances, including, but not limited to, birds, rodents, insects, raccoons, etc., as specified in Chapters 78 and 80 of the Milwaukee Code of Ordinances.

Waste Oil = used motor oil from automotive oil changing.

White Goods = appliances such as air conditioners, clothes washers and dryers, dishwashers, freezers, microwaves and other ovens, refrigerators, stoves, and water heaters.

Woody Debris = material such as Logs, the wooden constituents of Construction/Demolition Debris, and wooden furniture.

Work = the operation, management, supervision, hauling, marketing and other labor and services in connection with the full scope of services described in the Request for Qualifications.

Yard Waste = vegetative waste material such as tree trimmings, including branches up to 6-inch diameter, garden wastes, shrub prunings, grass clippings, Brush, and leaves.

1.3 SERVICES BEING REQUESTED (SCOPE OF WORK)

The Department is seeking Bids from one or more private-sector service providers who can provide the following services:

- Operation and maintenance of the Transfer Stations and the Self-Help Centers, according to the specifications herein, defined in Section 1.4.
- Hauling to and disposal of all Solid Waste delivered to the Transfer Stations at a Landfill or other permitted Disposal Facility satisfactory to the Commissioner.
- Acceptance of reject and residue delivered to the Transfer Station(s) from the MRF.
- Acceptance and disposal of Solid Waste, delivered to the Self-Help Centers to facilities satisfactory to the Commissioner, as specified in Table 1-3.

The Transfer Stations and the Self-Help Centers are, and will continue to be, owned by the City.

The Contract to be executed between the City and the Contractor will contain provisions governing site lease, operation and maintenance of the Transfer Stations and the Self-Help Centers, as well as the other services described herein. The Contractor will staff the facilities, train personnel, and execute all contracts necessary for operation of the Transfer Stations and the Self-Help Centers. The Contractor shall operate the Transfer Stations and the Self-Help Centers, after acceptance by the Commissioner, commencing on July 1, 2004, and until June 30, 2011.

The City will have the sole option of extending the Contract up to 3 additional 1-year periods. This option shall be exercised in writing and delivered to the Contractor. **The City shall notify the Contractor of contract cancellation at least 6 months before the contract end date. If the City does not provide said notification, the contract will be extended.**

The Emerging Business Enterprise (EBE) (formerly DBE) requirement for the Contract will be 21 percent of the annual dollar value of the Operating Costs as defined in the Bid Specification.

A minimum of 25 percent of the workers hours performed on this contract must be performed by unemployed residents of the CDBG area as defined in Sec. 309-41, Milwaukee Code of Ordinances.

1.3.1 Acceptance of Solid Waste from Other Areas of the City and from Other Entities

The Contractor shall not refuse to accept Solid Waste at the Transfer Stations from other entities delivering Solid Waste under the auspices of the City, provided: (i) the City notifies the Contractor in advance of such deliveries; (ii) such deliveries are in substantially the same composition, quality, and format of City Solid Waste; (iii) such deliveries are delivered within Operating Hours; and (iv) such deliveries do not cause the Transfer Stations to exceed their Required Daily Capacity.

The Contractor may not accept Solid Waste from haulers other than City forces or other entities under contract to the City except with the express permission of and upon terms and conditions to be determined by the Commissioner and approved by the Milwaukee Common Council. If the vendor wishes to haul non-City solid waste through the transfer station, a price for this must be negotiated with the Commissioner. Acceptance of non-City solid waste without approval may be cause for the City to terminate the Contract and seek monetary compensation. In no event shall the City be liable to pay any acceptance or disposal fees for non-City Solid Waste.

1.3.2 City's Right to Divert Additional Recyclables

The City reserves the right to divert additional recyclables from the solid waste stream as recycling markets develop for these materials. The City shall provide the Contractor with a minimum 30-day written notice of diversion of the recyclable materials.

1.4 BASIS OF BID

The City is soliciting Bids for both of the Facilities.

The Department has established Daily Capacities of Solid Waste, that the successful Bidder must be capable of Processing at each Transfer Station (Table 1-1). Similar Tonnages have been established for the Self-Help Centers (Table 1-2). These quantities represent the estimated peak day waste flows expected to be received at the subject facilities. Moreover, they are based on past conditions and the best possible projections the Department could develop. The City does not warrant that this information accurately reflects current or future conditions.

TABLE 1-1

**REQUIRED DAILY TONNAGES OF SOLID WASTE TO BE PROCESSED AT
CITY-OWNED TRANSFER STATIONS**

Facility	Daily Capacity (TPD)
Lincoln Avenue	1,500
Industrial Road	700

The peak day tonnage is historically received at the Transfer Stations during the week following the Memorial Day holiday.

TABLE 1-2

**REQUIRED TONNAGES OF SOLID WASTE TO BE PROCESSED AT
CITY-OWNED SELF-HELP CENTERS**

Facility	Daily Capacity (TPD)
Lincoln Avenue	250
Industrial Road	150

The peak day for the Self-Help Centers often occurs is a Saturday.

TABLE 1-3

**REQUIRED TONNAGES OF SOLID WASTE TO BE DISPOSED OF
AT CONTRACTOR'S DISPOSAL FACILITIES FOR 10-YEAR PERIOD**

Facility	Required 10-Year Capacity (Tons)
Lincoln Avenue Transfer Station ¹	3,900,000
Industrial Road Transfer Station ¹	1,820,000
Lincoln Avenue and Industrial Road Self-Help Centers ²	600,000
Lincoln and Industrial Transfer Stations and Self-Help Centers	6,320,000
NOTES:	
¹ Based on 5 days per week, 52 weeks per year, at peak daily capacity.	
² Estimated 60,000 tons per year for both self-help centers combined.	

Self-Help Centers Operation

The Self-Help Centers are currently operated at the two City transfer site locations. These full-service operations provide an opportunity for residents and property owners to drop off a wide variety of materials, ranging from yard wastes to concrete and dirt. In 2002, over 57,100 tons of material were collected at the City's Self-Help Centers.

Table 1-4 provides information regarding Solid Waste collected at the Self-Help Centers.

TABLE 1-4

SOLID WASTE COLLECTED AT SELF-HELP CENTERS

		2002 Tons Collected
**	Yard Wastes Leaves and Grass	1,750
**	Brush	3,388
**	Other Wastes	46,838
**	Tires	819
***	Concrete/Clean Fill	500, 20-yard roll-off containers
***	White goods	3,911
***	Waste Oil	308
***	Antifreeze	18
***	Drop-off Recyclables	Minimal
***	Lead Acid Batteries	44
***	Computers and Electronics	38
***	Oil Filters	23 – 55-gallon drums
	Total	57,114*

* Total tonnage excludes concrete/Clean Fill, drop-off recyclables, and oil filters.

** Contractor is responsible for acceptance in appropriate containers and proper disposal.

*** Items the City will retain disposal responsibility and provide containers.

Concrete/Clean Fill

The City currently retains disposal responsibility and provides containers for concrete and Clean Fill. The City's Hartung Landfill which receives these materials is expected to reach capacity within the next 4 to 5 years and possibly sooner. The City and the Contractor reserve the right to negotiate the fees and services at that time regarding the Contractor receiving and properly disposing of these materials.

Catch Basin Debris

The City has in the past used United Water, Inc. and Waste Management, Inc. to dewater and dispose of Catch Basin Debris. The Catch Basin Debris is mixed with solidifying material until the material is dry enough to be landfilled. The past quantities of Catch Basin Debris are as follows:

Year	Catch Basin Debris
2001	3,515 tons
2002	4,141 tons

The Contractor will be responsible for providing containers, solidifying the Catch Basin Debris so it is suitable for landfilling, and disposing of it according to the state regulations. This item will be bid as an alternate.

Delivery of Solid Waste

Whenever a Transfer Station cannot accept delivery of Solid Waste for any reason, the City reserves the right to deliver Solid Waste to an alternate facility of the City's choosing. Such delivery will continue only until such time as the Contractor's non-operative Transfer Station can again accept Solid Waste. If the unavailability of a Transfer Station is determined to be caused by failure of the Contractor's equipment or other reason attributable to the Contractor, the Contractor shall be responsible for any and all excess costs associated with the City delivering Solid Waste to an alternate facility.

1.4.1 Contract Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price schedule.
- B. The contract price will be deemed to include for all unit price Work an amount equal to the sum of the unit price for each separately identified item of unit price Work times the estimated quantity of each item as indicated in the Contract and Bid Form. The estimated quantities of items of unit price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price Work performed by CONTRACTOR will be determined based on the waste quantities received at the facilities.
- C. The basis for the contract award will be the lowest total contract price when calculated over the seven-year life of the contract. The lowest total contract price will be determined by taking the unit price for each bid item multiplied by the estimated annual tonnage for that bid item times the seven-year life of the contract. Additionally, the variable contract cost will be adjusted by a fixed CPI of 2 percent compounded annually. The fixed 2 percent CPI is assumed only for the purpose of calculating the lowest total contract price.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- E. A Bid which does not contain a unit price which is both adequate and reasonable for each item named in the Bid may be considered irregular and subject to rejection.
- F. OWNER shall have the right to reject any supplemental unit prices for additions to or deductions from the Work as given in the Bid if the prices are considered excessive or unreasonable, or to accept any unit prices which may be considered fair and reasonable.
- G. Alternate Bid Items

The Bidder shall provide a price for each alternate Bid item. The price for each alternate will be added or deducted from the contract price if the City selects an alternate. City shall have the right to accept alternates in any order or combination or to not accept any, unless specifically otherwise provided. Acceptance of alternates will not be used to determine Successful Bidder.

1.4.2 Description of Unit Price Bid Items

The following describes the unit price Bid items:

Bid Item No. 1: Solid Waste

Operate the City-owned transfer stations and self-help centers, process, haul, and dispose of 300,000 tons per year of solid waste in accordance with the Bid Specifications. Provide a unit cost on a per-ton basis, and a total cost based on the estimated annual quantity.

Bid Item No. 2: Yard Waste

Process the yard waste from the self-help centers and from the City Departments, haul and compost. Yard waste is defined in the Bid Specification. Provide a unit cost on a per-ton basis, and a total cost based on the estimated annual quantity.

Bid Price:

The Bid price, also referred to as the contract price, is the summation of Bid items extended over the seven-year life of the contract. The Bid price excludes the alternate items.

1.4.3 Description of Alternates

The following describes the unit price alternate Bid items.

Alternate A-1 - Tires:

Process, haul, and recycle 800 tons of tires per year. Provide a unit cost on a per ton of tires basis, and a total cost based on the estimated annual quantity.

Alternate A-2 - Clean Fill, Concrete, and Rock:

Process, haul, and dispose or recycle 13,500 tons per year of clean fill, concrete, and rock. Provide a unit cost on a per-ton basis, and a total cost based on the estimated annual quantity.

Alternate A-3 - Catch Basin Debris:

Solidify 4,200 tons per year of catch basin debris so it is suitable for landfilling, process, haul, and dispose. Bidder is responsible for providing location and process for solidification to meet DNR requirements to landfill the materials, plus hauling and disposal. Provide a unit cost on a per-ton basis, and a total cost based on the estimated annual quantity.

Alternate A-4 - Logs

Process, haul, and recycle/reuse logs. Logs are defined in the Bid Specifications. Provide a unit cost on a per-ton basis, and a total cost based on the estimated annual quantity.

1.5 BASIS OF AWARD

The Commissioner will award the Contract to the competent, reliable, responsible, and responsive qualified Bidder submitting the lowest cost Bid. Upon opening Bids and determining the Apparent Low Bidder, the Department will review responsiveness to the qualifications requirements and compliance with the specifications and submittal requirements. In its Bid submittal, the Apparent Low Bidder will be required to demonstrate that it is responsible, reliable, and capable of performing the Work to be done as requested in this Bid Specification, and that it possesses the necessary financial resources to perform the Work in a proper and satisfactory manner. The information contained in the Bids shall be detailed, clear, and fully responsive to every material requirement of this Bid Specification, whether specifically listed or generally mandated. The contents and order to which the Bid shall adhere are described in this Bid Specification.

The contract price as discussed in Section 1.4 of the Bid Specification will serve as the Basis of Award.

In the event the Apparent Low Bidder is determined to be non-responsive or unqualified to perform the Work, its Bid will be rejected. The Commissioner will determine the next lowest Bidder. This process shall be repeated until the responsive, competent, reliable, and qualified Bidder is identified. The Commissioner's determination regarding whether a Bid irregularity is minor and non-material shall be final. Correction of mistakes, errors, or omissions in a Bid which are major and material can only be made pursuant to Sec. 66.0901(5), Wisconsin Statutes.

1.6 BONDS AND INSURANCE

After the Contract has been awarded, the Apparent Low Bidder will be required to submit a copy of the required certificates of insurance as described in Section 4 and to obtain a Performance and Payment Bond for the amount of the Bid Price in the same form as Form DPW-127 (Section 6.0).

The Performance and Payment Bond shall be obtained within 10 days after the Contract has been awarded and shall be renewed for each successive Contract Year. The Contractor is required to present evidence of performance and payment bond renewal annually at least 90 days prior to the end of the Contract Year. These 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. Failure to obtain a satisfactory Performance and Payment Bond or certificates of insurance shall cause the Apparent Low Bidder to be disqualified and will result in the Bidder forfeiting the Bid bond. The City reserves the right to recover any actual damages sustained. Failure to furnish and maintain said bonds shall be considered a material breach and may be considered grounds for immediate termination. The City reserves the right to review the actual policies of insurance.

1.7 MINIMUM QUALIFICATIONS FOR BIDDER

It is the intent of the Department to award the Contract to a responsible Bidder who has the necessary expertise and experience in providing services comparable to those being requested. A Bidder is required to possess the technical knowledge, managerial expertise, and financial resources necessary to carry out the services being requested in this Bid Specification.

A Bidder shall abide by the submitted information in the Qualifications Statement. The Qualifications Statement as stipulated in the RFQ addressed the items noted below.

The Qualifications Statements submitted by the Bidders will be reviewed. The review will include determining if the Bidder(s) has met the minimum technical, financial, and management qualifications criteria set forth in this Section. The Qualifications Statement must address the following items:

- **Minimum Technical and Management Qualifications:** The Bidder(s) shall demonstrate their or its experience and qualifications relative to the services being requested by providing a reference Transfer Station(s) that the Bidder currently operates that has a minimum capacity of 250 tons per day and an operational history of at least 5 years. In the case of joint proposal, at least one of the joint proposers must individually meet the minimum technical and management qualifications criteria. Additionally, the Bidder or its parent company must provide satisfactory evidence that it controls through ownership, long-term lease or contract, and can provide uninterrupted access to, a Disposal Facility or Facilities for Solid Waste and is capable of disposing of tonnages specified in Table 1-3, for 10 years. The City, however, makes no guarantee as to the actual tonnages to be delivered during the term of this contract. If the Bidder's parent company's access to a disposal facility is provided as evidence of meeting these minimum qualifications, a parent guarantee relating to the use of that facility must be submitted in substantially the same form as provided in Section 6.

The Apparent Low Bidder(s) shall give satisfactory evidence that the Bidder(s) is licensed to do business in the State and the City prior to Contract award.

- **Minimum Financial Qualifications Criteria:** In order to demonstrate that the Bidder(s) has the financial resources for this project, the Bidder(s) shall meet the following minimum criteria:
 - Unrestricted retained earnings of at least \$10 million. This requirement may be satisfied via a parent company holding at least 51 percent ownership in the Contractor provided that the parent guarantees performance of the contract; and
 - Average net income after taxes over the last **three (3)** years of at least \$4 million.
 - The above two items shall be demonstrated through the submission, with the Qualifications Statement, of 3 years of certified, audited financial statements, with opinion and footnotes.

In the case of joint proposal, at least one of the joint proposers must individually meet the minimum financial qualifications criteria. Joint venture agreements must be submitted as part of the Qualifications Statement to demonstrate sufficient compliance with minimum qualifications, and to ensure that adequate financial resources are committed to this project, to meet the Commissioner's satisfaction. Wholly- or partially-owned subsidiaries must independently meet the minimum financial qualifications criteria. Evidence of a parent company guarantee, if the parent company demonstrates that it meets the minimum financial qualifications criteria, will be accepted in lieu of the Bidder's qualifications, if such a guarantee is submitted in substantially the same form as provided in Section 6.

- **Minimum Compliance History Qualifications Criteria:** The Bidder(s) shall be in compliance with all Solid Waste management permits issued in the State of Wisconsin. In addition, the Disposal Facility or Facilities that the Bidder intends to utilize to perform the Work shall be in compliance with all required Solid Waste management and other necessary permits. The Bidder(s) shall indemnify the City from future State or EPA actions against these disposal sites.

- **Equipment Requirements:** Bidder(s) will be responsible for providing the necessary equipment to operate and maintain the facility. Existing equipment, such as the compactors, can be used by the Contractor. Bidder(s) to provide documentation of sufficient line of credit to accomplish meeting the equipment requirements of the project, or documentation that the Bidder(s) already owns the equipment.
- **Transportation Requirements:** Bidder(s) will be responsible for providing all vehicles to transport solid waste from the Transfer Station to the disposal facilities. Bidder(s) to provide documentation of sufficient line of credit to accomplish meeting the transportation requirements of the project or documentation that the Bidder(s) already owns the vehicles.
- **Employment Requirements:** The Bidder(s) shall provide a statement that the requirements for EBE and hiring of unemployed residents in the CDBG as stipulated in Section 1.3 of this Bid Specification are understood by the Bidder(s) and the Bidder(s) agrees to abide by these requirements.

If the Bidder has already submitted a Qualifications Statement within the last 6 months to the City, the Bidder will not be required to resubmit this information with the Bid. If there are any significant changes to the Bidder's Qualifications Statement as a result of this Bid Specification, provide these changes as an Attachment to the Bid and note these changes accordingly.

1.8 PROCUREMENT SCHEDULE

The projected procurement schedule will be as follows:

<u>Date</u>	<u>Activity</u>
December 22, 2003	Issue Bid Specifications
January 6, 2004	Site Visits and Pre-Bid Conference for Lincoln Avenue and Industrial Road Facilities
January 8, 2004	Deadline for Bidder(s) Written Comments to Commissioner
January 15, 2004	Issue addenda to Bid Specifications if necessary
January 22, 2004	Submit and Open Bids
Within 40 Days	Recommend Award
July 1, 2004	Contract Starts

1.9 SITE VISITS AND PRE-BID CONFERENCE

A site visit is scheduled for January 6, 2004, for Bidders to tour the facilities. The site visit at the Lincoln Avenue Self-Help Center will begin at 9:00 a.m., and the site visit at Industrial Road Self-Help Center will begin at 2:00 p.m., Central Standard Time.

A pre-bid conference will be held in the conference room at the Industrial Road Facilities in conjunction with the site visits. The requirements of the Bid Specifications will be reviewed at this meeting. Attendance is strongly recommended for all Bidders. Bidders will also have the opportunity to ask questions at the conference. Minutes will be kept.

Additional site visits may be scheduled through the Department. Requests must be submitted in writing. Essential information which the respondent has not been able to obtain either through the Bid Specifications or through site visits may be requested of the Commissioner by the date shown on the procurement schedule for the receipt of Bidder(s) comments, and will, if appropriate, be provided to all parties who received the procurement documents by the date shown on the procurement schedule for the issuance of addenda to the Bid Specifications.

1.10 COMMENTARY ON THE PROCUREMENT DOCUMENTS

A Bidder may provide comment on any of the requirements of the Bid Specifications or the Contract, and offer any additions, deletions, or modifications to the proposed services described herein that it believes will enhance the utility and cost-effectiveness of the project. All such comments and alternatives offered by a Bidder shall be clearly described and validated to the satisfaction of the City. The City will consider and accept or reject all such comments and alternatives on an item-by-item basis. **To be considered, all such comments or alternatives must be in writing and shall be submitted by the deadline shown in the procurement schedule.** Any additions, deletions, or modifications to the Bid Specifications shall be incorporated only through written addenda mailed or delivered by the Department to all parties who have received bidding documents. Oral interpretations, clarifications, or changes shall be without legal effect.

1.11 RESTRICTION ON COMMUNICATIONS WITH CITY EMPLOYEES AND THE CITY'S CONSULTANTS

This Bid Specification is issued by the City of Milwaukee, Department of Public Works, Commissioner's Office and the DPW-Operations Division which is the sole point of contact for the City during the selection process.

Section 79-51 of the Milwaukee Code of Ordinances regulates lobbying activities relative to the City's Solid Waste Processing Contract (Attachment 4). All Bidders must abide by the provisions of this ordinance. Prospective Bidders shall only communicate with the Department staff in writing to the Commissioner, or during the site visit(s), or as provided by existing Work Agreement(s). A Bidder should not rely on, nor shall the City be bound by, any oral representation made to the Bidder during the bidding process. Any comments accepted will take the form of a written addendum.

Interested parties should not contact elected City officials, non-elected City staff, or the City's consultants retained for this project concerning the Bid Specification until the Contract has been awarded by the City.

1.12 NATURE OF THE CONTRACT TO BE ENTERED INTO

The Contract will contain and incorporate terms and conditions for the provision of the Facilities and the Work requested. Bidder shall read all Bid documents in their entirety. **If any part of a Bid is contingent upon a Contract modification or modifications, then that Bid may be considered non-responsive, and it may be rejected.**

1.13 BASIS OF PAYMENT

The City shall pay to the Contractor, and the Contractor shall accept as full and complete compensation and payment, the unit prices as set forth in the Contractor's Bid, subject to the adjustments provided. The unit prices will be adjusted in the first month of the new Contract Year's billing. The City shall make a CPI cost adjustment. Cost adjustment based on the annual variable cost, as stated in the Bid Proposal, will be allowed beginning July 1, 2005, and subsequent years for services provided beginning July 1 of each contract year.

Invoices are due to the City by the tenth day of each month for the Solid Waste delivered by the City during the preceding month. The City will pay proper invoices pursuant to the City's Prompt Payment Policy.

The City's "Prompt Payment Policy" is as follows: (i) the City will strive to make timely payment on all invoices; (ii) payment to the Contractor will be deemed timely if the payment is mailed, delivered, or transferred within sixty (60) days after receipt of a properly completed invoice or receipt and acceptance of the

Work under the Contract, whichever is later, unless the City disputes the amount of the invoice; and (iii) if the City does not make payment by the sixtieth (60th) day, the City shall pay simple interest beginning with the thirty-first (31st) day at the rate of one percent (1%) per month (unless the City disputes the amount of the invoice).

1.14 RENEGOTIATION OF CONTRACT

In recognition of uncertainties due to possible technological developments, changing governmental regulations, and other unforeseen happenings, the unit price and other terms of the contractual relations between the parties may be subject to good faith renegotiation at the request of either the City or the Contractor.

1.15 UNDERSTANDING OF THE CONDITIONS REGARDING SUBMITTAL

Upon submittal of a Bid in response to this Bid Specification, the Bidder acknowledge and consent to the following conditions relative to the submittal:

- All costs incurred in connection with submitting a Bid and in providing any requested information will be borne by the Bidder.
- Materially incomplete or inadequate Bid will be rejected as non-responsive.
- The City, acting through the Commissioner where appropriate, reserves the right to reject any Bid that fails in a material manner to satisfy the mandatory submittal requirements.
- The Commissioner and/or the City reserves the right in accordance with applicable law to reject all Bids.
- The Bidder shall be solely responsible for familiarizing itself with the Scope of Work, all terms and conditions, and the materials and sites to be furnished by the City.
- The Commissioner reserves the right, without prior notice, to supplement, amend, or otherwise modify the Bid Specification at least 72 hours prior to due date and time.
- All responses become the property of the Commissioner and will not be returned, consistent with law.
- The Commissioner may conduct investigations with respect to the qualifications of each Bidder.
- The Commissioner may designate another public body, agency, consultant, or authority to act at any time during the term of the Contract on behalf of the Commissioner for contract administration or management, auditing, and technical, financial or legal review and consultation.
- All activities related to the operation and maintenance of the Facilities and the provision of any of the requested services will be subject at all times to all applicable Federal, State, and local environmental regulations and/or requirements, including applicable provisions of the Americans with Disabilities Act of 1990. Future amendments to laws, ordinances or regulations shall not serve as justification for termination of the Contract.
- Any and all Bids not received by the date and time shown on the Procurement Schedule shall be rejected.

SECTION 2
SOLID WASTE TRANSFER STATIONS
SPECIFICATIONS FOR OPERATIONS

The City is requesting that the Contractor operate and maintain the Transfer Stations and the Self-Help Centers. The successful Bidder shall be capable of receiving all Solid Waste delivered by the DPW Operations Division and other City agencies and authorized entities to these facilities, compacting (or where necessary, reloading it), hauling and disposing in accordance with all applicable local, State, and Federal environmental laws, regulations, and ordinances.

The City may modify the existing Transfer Stations from their current condition and configuration during the term of the Contract. All necessary capital improvements for the Transfer Station buildings, site (e.g., paving, fencing, etc.), and scalehouses will be performed by the City. The Contractor is responsible for maintenance to the Transfer Station buildings, site, and scalehouses. The Contractor is also responsible for providing all stationary and mobile equipment required for operation of the Transfer Stations, including front-end loaders, transfer trailers, tractors (road and jockey), roll-off trucks, compactors, scales, and utility vehicles. The Contractor will be able to use the existing scales and compactors.

2.1 TRANSFER STATIONS PERFORMANCE REQUIREMENTS

The Transfer Stations shall be operated in accordance with the following specifications:

- Each Transfer Station must receive and unload all collection vehicles from the DPW Operations Division, other City agencies, and other entities delivering collected Solid Waste, based on one 8-hour shift per day, 5 days per week, 52 weeks per year (260 operating days per year). The number of collection vehicles per day (average day and peak day), that are expected at each Transfer Station are listed in Table 2-1. Most vehicles typically make one or two daily trips to Transfer Station. The Contractor shall consider the peak day collection vehicle traffic when preparing its operating plan. The Contractor must also maintain sufficient flexibility in its operating plan to efficiently adjust to a decreasing collection vehicle load, due to expansion of the DPW Operations Division Curbside Recyclables Collection Program and accompanying increases in waste stream diversion, in a manner that is cost-effective for the City.

TABLE 2-1
EXPECTED CITY COLLECTION VEHICLE TRAFFIC
AT THE TRANSFER STATIONS

Site	Number of Vehicles (average day)	Number of Vehicles (peak day)
Lincoln Avenue	180	240
Industrial Road	90	150

- The Contractor shall compact or process, haul, and dispose of all Solid Waste delivered by the DPW Operations Division and other City agencies.
- City vehicles shall be given unloading priority and other users scheduled around City vehicle deliveries by the Contractor.

- The Contractor shall unload each City collection vehicle within 5 or less minutes after initial weighing.
- Fugitive debris, dust, and odor emissions shall be minimized by the Contractor. Operations must comply with all applicable Federal, state, local health codes, ordinances, and environmental protection regulations regarding fugitive emissions. Provide daily broom sweeping of the Facilities to control dust and debris. Contractor shall be responsible for facility perimeter cleanup at both sites, and the area between the self-help center and transfer station at the Lincoln Avenue facility.
- Vector Control shall be provided by the Contractor which may include subcontracting with a pest control company if necessary. Contractor shall comply with all codes and to the satisfaction of the Commissioner.
- Adequate fire control above and beyond the City's installed sprinkler system, including hand-held fire extinguishers in all mobile equipment and placed throughout the buildings, shall be provided by the Contractor in compliance with all applicable codes and to the satisfaction of the Commissioner.
- Process water and stormwater shall be managed by the Contractor to prevent the off-site migration of stormwater and/or process water runoff and on-site percolation of runoff into the soil. This includes cleaning, maintenance, and disposal of grit and debris from catch basin grates in the transfer station building, and paved traffic areas outside the building.
- The Contractor shall schedule the departure of transfer vehicles from the Transfer Stations during off-peak traffic and facility usage hours, and, to the extent practicable, route these vehicles to avoid residential areas. Transfer during peak traffic hours shall be an exception to normal practice. Within the constraints imposed by Federal, state, or local regulations governing storage of Solid Waste, the Commissioner reserves the right to limit shipping if transport of materials unreasonably disturbs the peace and quiet of persons residing in the vicinity of the Facilities. Wisconsin Department of Transportation's weight limitations shall be approved by permit, by the Commissioner.

2.2 CONDITIONS RELATING TO OPERATIONS

2.2.1 Responsibility for Solid Waste

Responsibility for all Solid Waste delivered by the City to the Transfer Stations shall vest in the Contractor at such time that it is discharged from the delivering vehicle into the receiving space of the Facility. Disposal will be performed in conformance with all applicable local, state, and federal laws and regulations.

2.2.2 City Representatives

The Commissioner or his representative shall have the right to inspect during Operating Hours all buildings and equipment, operating procedures, materials and records relative to the Contract including, but not limited, scale records, maintenance records, disposal facility weight tickets, and records pertaining to employee training programs. The Commissioner or his representative shall have full access to all parts of the Transfer Stations and shall receive the full cooperation of the Contractor for this purpose.

2.2.3 Inspections

The City will conduct periodic inspections of the Transfer Stations to ensure compliance. City representatives will note any deficiencies and damages beyond normal wear-and-tear, at which time the Contractor shall provide for examination all operation and maintenance records for the past year of operations. The City will

subsequently notify the Contractor of all deficiencies and damages discovered, which the Contractor shall be responsible for correcting immediately.

At the commencement and conclusion of the term of the Contract, the City and the Contractor shall conduct a joint inspection of the Facilities, and shall employ a professional engineer registered in the State to prepare a report describing the condition of the site, facilities, and equipment. The costs of these engineering services shall be the responsibility of the City.

2.2.4 Restoration of Premises

Upon termination of the Contract by the City or after the expiration of the term of the Contract (or any extension), all improvements of whatsoever nature to the transfer station sites shall become the property of the City. Subject to the above, the Contractor, before vacating the Facilities shall restore the sites and all structures and City equipment to their condition as they existed at the beginning of the Contract with only due allowance for reasonable wear and tear from reasonable use. All encumbrances or liens, if any, against such sites shall be removed or fully satisfied by the Contractor.

2.2.5 Improvements

In the event the Contractor elects to install improvements of the Transfer Stations to facilitate the handling of materials or other operational procedures, the Contractor will be totally responsible for the redesign of the system and/or installation of new or modified equipment, with all costs to be paid for by the Contractor with approval of the Commissioner, which approval shall not be unreasonably withheld. In all cases, the Contractor is to provide the Commissioner with reasonable advance notice of any proposed changes. Changes shall be scheduled by the Contractor to avoid interruption on the operation of the Facility. Any redesign or installation of equipment shall not interfere with the ability of the Transfer Stations to meet all requirements of the Bid Specification and shall not result in any increased operating cost to the City, nor shall any such redesign or equipment interfere with the Contractor's ability to restore the premises, if applicable, at the end of the term of the Contract. The City shall own all improvements, whether installed by the City, the Contractor, or other party at the conclusion of the term of the Contract.

2.3 OPERATION AND MAINTENANCE REQUIREMENTS

The Contractor will be responsible for the operation and maintenance of the Facilities, including any necessary capital process equipment repair or replacement, such that it is available to adequately process all Solid Waste delivered to it by the Department and other City agencies, for the duration of the period covered by the Contract. The capital process equipment refers to the compactor(s), scale, and related equipment to operate the facility. A copy of the operation plan for the transfer station facilities is provided as an attachment to Addendum No. 2. The operation plan for the transfer stations reflects the operation during the mid-1990s. Over the course of time, the operation has been refined to be more efficient and cost-effective. The Bidder should use this operations plan as a guide and use the Bidder's expertise to customize as appropriate.

2.3.1 Planning and Scheduling

The Contractor must receive deliveries made by City collection vehicles at the Transfer Station(s) between 7:00 a.m. and 5:00 p.m., 5 days per week (Monday through Friday), 52 weeks per year, with the exception of legal holidays recognized by the City and observed by the Department's collection crews. The Contractor may also be required to receive waste at the Facility between 7:00 a.m. and 4:00 p.m. on the Saturday following weeks that contain a Department-observed holiday. In addition, the Commissioner may require the Contractor to allow for late weighing and dumping on the tipping floor in order to accommodate peak Solid Waste generation periods (holidays, emergency conditions, etc.), at which time the Contractor will be notified 2 hours

in advance and will provide additional tipping time as requested by the Commissioner. The Contractor shall allow for self-weighing and dumping in appropriate areas during off-hours, e.g. roll-off trucks typically servicing weekend boxes and the broom program.

The Contractor will provide the Department with an annual operating schedule, which will identify anticipated periods of planned shutdown for the facility. When a period of planned shutdown occurs, no matter how short in duration, the Contractor will be responsible for:

- Identifying alternate facilities for Processing and disposal of all Solid Waste collected by the City during the period that each Transfer Station is not operational.
- Absorbing any and all excess costs, including additional City travel costs, associated with delivering, Processing, transporting, and disposing Solid Waste to, from, and between the alternate facilities. In this case, under no circumstances, may the Contractor recover a fee greater than its Bid submitted in response to this procurement.

2.3.2 Vehicle Receiving and Weighing

The Contractor must receive all City collection vehicles delivering Solid Waste. Solid Waste collected via curbside and back-door pickup will be delivered primarily in rear-loading, semi-automated compactor trucks. Solid Waste collected from special events will generally be delivered in 20 yd³ roll-off trucks. Brush will generally be delivered in log loaders, roll-offs, or packers.

All vehicles shall be double-weighed with the driver in the truck. The number of tons of Solid Waste upon which payment is made shall be determined by weighing each delivery truck on State certified scales located at, or adjacent to, the Transfer Station(s) both at the time of delivery and after tipping the load. Both the City and the Contractor shall have the right at any time to require the weighing or reweighing of any vehicle.

Unloading of all vehicles must be conducted under roof and protected from inclement weather, with the exception of brush loads at Industrial Road which may be unloaded into the yard waste corral.

The scheduled times for City trucks to dump at Lincoln Avenue and Industrial Road facilities are as follows:

Industrial Road:

A.M. (Load #1) 31 Refuse Packers - Winter (approximately 2-minute scaling interval)
(**27 Refuse Packers-Summer)

First truck in = 10:49 a.m.

Last truck in = 11:42 a.m.

P.M. (Load #2) 31 Refuse Packers (approximately 2-minute scaling interval)

First truck in = 2:49 p.m.

Last truck in = 3:42 p.m.

The number of garbage routes and special service trucks are as follows:

67 garbage routes - summer

78 garbage routes - winter - December through March

22 special service trucks - summer

15 special service trucks - winter

This number can be augmented by additional trucks due to public need.

2.3.3 Rejection of Unacceptable Waste

Prior to the Contract Start-Up Date, the Contractor will be required to develop procedures for safe handling, disposal, and reporting of Unacceptable Waste that may be delivered from identified or unidentified sources. If the City, or any person on behalf of the City, delivers Unacceptable Waste to the Transfer Station(s) and Self-Help Center(s), the Department shall be notified within 2 hours of such delivery. The Unacceptable Waste will be promptly reloaded by the Contractor, re-weighed, and the cost deducted from the City's monthly invoice, and removed by the City or its designees; or the City, at its option, may direct the Contractor to dispose of such Unacceptable Waste in compliance with all Federal, State, and local statutes, codes, and regulations. Any and all costs incurred by the Contractor with respect to the proper removal and disposal of Unacceptable Waste shall be paid by the City and reflected as an adjustment to monthly invoice.

2.3.4 Waste Storage and Handling

Any loading, compacting, and reloading operations must be performed within the confines of the Transfer Station(s) building. Solid Waste shall not be stored for more than 24 hours between the time it is received and the time at which it is shipped to a Disposal Facility, except where the Transfer Station(s) operating permit restricts maximum storage to a shorter interval than 24 hours (in which case, the specified maximum storage interval shall be obeyed).

2.3.5 Salvage

The Contractor must obtain approval from the Commissioner prior to initiating any salvage operations at the Transfer Station(s). Should the Commissioner permit salvage operations to occur at the facility, it may require the Contractor to remit to the City a portion of revenues received from resale of recovered materials.

2.3.6 Facility, Site, and Equipment Maintenance

The Contractor shall maintain the Transfer Station(s) (all on-site buildings, roadways, fencing and grates, scales, and scale house, stationary and mobile equipment) in good working order, such that it is consistently available to process all Solid Waste delivered by the City. Preventive maintenance measures shall be planned, scheduled, and controlled so as not to interfere with regular and necessary plant operations. Overall cleanliness and orderliness of both facility and grounds shall be maintained. At a minimum, this shall include:

- Regular policing for removal of litter. If the Contractor fails to keep the site(s) free of litter, the City may, upon 24 hours notice to the Contractor, clean up the litter. The City shall deduct all costs of such cleanup from payments due the Contractor.
- Open transfer trailers must be tarped.
- Provide vector control for insects, birds, rodents, or other animal infestations on an ongoing basis.
- Control and neutralization of any odors that may be generated from or during waste processing activities.
- Regular catch basin and sewer cleaning to maintain serviceability and maintain health and safety.

The Contractor will develop a maintenance plan and schedule, including, but not limited to, painting (exterior and interior), roof inspection and repair, and landscape care which must be approved by the Department. The Contractor shall also be responsible for maintaining complete accessibility of all roadways on the site during all open hours and shall plow and clear all roads as necessary to maintain them in a safe, passable condition.

All manufacturer's specifications for equipment maintenance will be followed. Prior to the facility start-up date, the Contractor will develop maintenance protocols and procedures, which may be periodically revised and updated during the Contract term. At a minimum, a reporting system must be provided that is capable of logging all preventive maintenance activities and confirming that planned Work has been performed. The maintenance log will also record all corrective maintenance actions, including cause of failure and necessary actions taken.

All maintenance procedures shall comply fully with applicable OSHA standards, including 29 CFR 1910.147 the "Lock-Out, Tag-Out" standard. The Commissioner will have the right to inspect the Transfer Station(s) at any time during Operating Hours to verify compliance with any and all provisions of this subsection. The City shall be notified 48 hours in advance of any planned maintenance which will have an impact upon the operation of the facility.

2.3.7 Worker Safety

The Contractor shall institute measures necessary to ensure that a safe working environment is provided for all employees working at the Facility and comply with all OSHA requirements. All employees involved in direct plant operations shall be sufficiently trained in the Facility's safety procedures, which should include, but are not limited to, hazard recognition, lock-out/tag-out, safe vehicle operation, and duties and procedures to follow in the event of a fire, natural disaster, or other contingency. All workers shall be issued adequate personal protective equipment to perform their daily assignments safely. This may include, but is not limited to, hardhats, work gloves of appropriate material and construction, safety glasses, safety shoes or protective eye goggles, and earplugs or other approved hearing protection.

The Commissioner will have the right to inspect the Transfer Station(s) at any time during Operating Hours to verify compliance with the provisions of this subsection.

2.3.8 Disposal Facilities

Each and every facility used to dispose of Solid Waste in conjunction with the performance of the Work under the Contract must possess a current, valid solid waste disposal facility permit issued by the state in which it is located. This permit must be renewed or modified as necessary during the Contract period to ensure that the facility is available to receive and dispose of Solid Waste processed at the Transfer Stations. A copy of this permit was required to be provided for all facilities with the Bid and at any time thereafter if requested by the Commissioner. If the Bidder has submitted this information to the City within the last 6 months, the Bidder does not have to resubmit this information with the Bid. If there are any significant changes to the Bidder's Qualifications Statement as a result of this Bid Specification, provide these changes as an Attachment to the Bid and note these changes accordingly.

The Bidder must demonstrate that the proposed Disposal Facility or combination of facilities to be used provides sufficient capacity to receive the applicable Required Tonnages of Solid Waste, as presented in Table 1-3. For all of the proposed disposal facilities that are Landfills, the Bidder must provide satisfactory evidence in a form satisfactory to the Commissioner, that capacity for the Required Tonnage exists for the term of the Contract. For disposal facilities that are not Landfills, the Bidder must provide satisfactory evidence that the facility has sufficient capacity to process, treat, or dispose of the Required Tonnage for the term of the contract.

The Bidder must also provide information concerning the percentage of annual capacity already reserved for the Disposal Facility under other long-term contracts and the percentage of capacity normally reserved for spot market and short-term contract deliveries.

Satisfactory evidence shall take the form of a signed letter from the Disposal Facility manager, accompanied by:

- (For Landfills) a certification of remaining uncommitted capacity signed by a Professional Engineer with current registration in the state in which the facility is located; or
- (For other types of Disposal Facilities) documentation of rated capacity and permitted capacity of the facility, records of total tonnage processed in previous years of operation, or other evidence satisfactory to the Commissioner. Records of tonnage received, e.g., scale weight records, will not be acceptable unless accompanying evidence documenting the quantities of Solid Waste bypassed from the facility are also provided.

The following requirements shall also apply for Landfills the Contractor uses for performance of this Work:

- Any Landfill located in Wisconsin must satisfy all relevant provisions of Wisconsin Administrative Code, Department of Natural Resources, Chapters NR 500 through NR 600, and any and all regulations that may supersede them. Particular emphasis shall be placed on compliance with Chapters 502, 504, and 506. If a proposed Landfill has been granted exemptions to any provisions of these regulations as part of a conditional operating permit by DNR, use of said facility shall be subject to the approval of the Commissioner.
- Any Landfill located in Illinois must satisfy all relevant provisions of 35 Illinois Administrative Code, Sections 811 through 814, and any and all regulations that may supersede them. If a proposed Landfill has been granted exemptions to any provisions of these regulations as part of a conditional operating permit by the Illinois Environmental Protection Agency, use of said facility shall be subject to the approval of the Commissioner.
- Any Landfill not located in either Wisconsin or Illinois shall satisfy all relevant provisions of 40 CFR 258 (Subtitle D of the Resource Conservation and Recovery Act), or else be subject to the approval of the Commissioner.

2.3.9 Rolling Stock

The Contractor will maintain all rolling stock (roll-off vehicles and containers, transfer trailers, tractors) in good working order for long-distance hauling of Solid Waste to disposal facilities. The Contractor shall prepare a schedule for preventive maintenance and replacement of all rolling stock used for fulfilling the requirements of the Contract. This schedule shall be based on the best available data (manufacturer's or otherwise) regarding performance and useful life of the equipment. This schedule will be revised and resubmitted to the City no less than annually.

It will be the Contractor's responsibility to ensure that all rolling stock used in performance of this Work is properly inspected and certified, and that it satisfies all Federal DOT and Wisconsin DOT regulations. If the Contractor's proposed Disposal Facility or Facilities is located in a state other than Wisconsin, all of the Contractor's rolling stock must be in compliance with state transportation regulations in any state in which the vehicles must operate to reach the Disposal Facility. The Contractor will be solely responsible for any fines or penalties resulting from overloading of transfer vehicles; the City will not provide reimbursement for such expenses.

2.3.10 Permits

The City will be responsible for maintaining the approved Plan of Operation permit for its Transfer Stations. The Contractor will be responsible for securing and keeping current all other necessary permits and licenses from the Wisconsin DNR and relevant local agencies for Transfer Station(s) operations. Failure to comply with any of the terms of the permits granted may be grounds for termination of the Contract and all associated provisions thereto.

- The contractor shall contact the Commissioner of Public Works for acceptable routes for the transfer of material. Wisconsin Department of Transportation overweight permits are honored as long as they do not adversely impact on City-maintained structures.

2.3.11 Unauthorized Removal of Contents of Waste Containers

Contractor shall abide by City Ordinance No. 79-5.5 regarding the unauthorized removal of contents of waste containers. A copy of this ordinance is provided in Addendum No. 2. The Contractor shall not scavenge through the materials beyond the process associated with the transfer station and self-help center operation.

2.4 DATA RECORDING AND REPORTING

The Contractor shall provide at the Commissioner's request legible copies of all weigh tickets (electronic format is suitable) generated for loads of Solid Waste delivered to disposal or processing facilities. The Contractor shall also provide a monthly report summarizing which disposal and processing facilities were utilized and the quantities of materials delivered to each. The City shall have the right to audit all weight tickets. The scale management systems shall be utilized to automatically record and report all weighing activities.

2.5 CITY'S RIGHT TO TAKE OVER EQUIPMENT AND FACILITIES TO CONTINUE SERVICE

Any document (including a lease to or by the Contractor; a financing contract; an acquisition over time; a mortgage or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in any of the property used in the performance of the Contract shall:

- Allow the surety on the Contractor's Performance and Payment Bond to take over the Contractor's obligations and to continue the use of the property in service for performance of the Contract during its remaining life.
- Allow, in the event the Contractor is in default and the surety on the Contractor's performance bond fails to assume or continue performance within 48 hours after notice to do so, the City to take over all or a portion of the Transfer Stations and use same to provide services, and to use the disposal facilities on the condition that the City pays to the party in control of the disposal facilities a market fee in an amount not greater than the amount charged to the Contractor for the same use. The City shall also be allowed to take over and use any equipment necessary to provide services on the condition that the City pays to the Contractor's lessor or financial institution rent for the equipment actually used in an amount not greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement.
- Exempt the City from liability during its usage of such equipment or property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments; nor make satisfaction thereof a condition of the City's interim usage.

- Forbid any foreclosure, trustees' sale, or other dispossession of the Contractor's interest without giving both the City and surety on the Contractor's performance bond 60 days prior notice, and then make any termination of the Contractor's possessory interest pursuant to such document or the enforcement thereof subject to the requirements of this section.

In the event of default, the Contractor shall allow the City to use such equipment or property in order to continue services until the termination date of the Contract. To assure compliance with this section, the Contractor shall submit to DPW for review and approval:

- All contracts, leases, or other documents encumbering or limiting the Contractor's interest in such property.
- All contracts, leases, or other documents for acquisition or lease of replacement or substitute equipment or facilities for such property.
- Any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement.

No Contract shall be awarded without the Commissioner's prior approval of the documents identified above, and no transactions identified in this subsection shall take effect without the Commissioner's approval. The Commissioner's approval shall not be unreasonably withheld.

2.5.1 Operation by the City

In the event the Contractor fails to perform or defaults in the performance of any conditions of the Contract and such default or failure to perform causes disruption or termination of the disposal facilities services which the Contractor has undertaken to perform or provide in accordance with the provisions of the Contract; or if any of the conditions exist for which the Commissioner has a right to terminate the Contract, the City may take and the Contractor shall grant possession and control of all work and right of occupancy and use of the Transfer Stations, and the City may operate the Transfer Stations or cause it to be operated in whatever manner it deems best to accomplish the City's objectives in entering into the Contract. The Transfer Stations, associated equipment, and Disposal Facilities utilized by the Contractor are essential to the continued operation by the City of its solid waste disposal system and the health and welfare of the residents of the City. The City shall be allowed to continue to dispose of waste at the landfill being used by the Contractor under this Contract.

Upon default by the Contractor, the Contractor shall be considered to have assigned to the extent permissible by law to the City all right, title, and interest which Contractor may have in and to such Transfer Stations, Disposal Facilities, and associated equipment by virtue of ownership, assignment, leasehold interest, or contractual rights; and the Contractor shall surrender and the City may occupy and utilize each of the foregoing for the period of time during which the Contractor is in default of performance. In the event of default, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City by reason of the City's taking possession and continuing operation as herein before provided.

The enumeration of remedies herein shall not be deemed exclusive and the City shall have available any and all other remedies available under law and equity.

SECTION 3
SELF-HELP CENTERS
SPECIFICATIONS FOR OPERATIONS

The Contractor will be responsible for operating and maintaining the Self-Help Center located adjacent to each Transfer Station. Furthermore, the Contractor will be responsible for transporting Self-Help Center Solid Waste to the Transfer Station(s) or appropriate recycling or Disposal Facilities and making all necessary arrangements for sale or disposal.

3.1 OPERATION AND MAINTENANCE REQUIREMENTS

The Contractor shall satisfy the following specific requirements for operation of the Self-Help Centers:

- Receive and store all Solid Waste and Recyclables delivered by City residents and property owners during Operating Hours, in accordance with all applicable local, State, and Federal environmental laws, regulations, and ordinances. The Contractor will provide all necessary containers including a minimum of 25 roll-off boxes at Industrial Road and 56 roll-off boxes at Lincoln Avenue.
- Transport full containers to the Transfer Station or disposal location, as appropriate. Full containers removed from the site shall be promptly replaced with empty containers, of equivalent capacity and design. Disposal or recycling of all materials collected shall be performed in complete conformance with applicable local, State, and Federal environmental laws, regulations, and ordinances.
- Provide, during all Operating Hours, a minimum of four roving attendants at Lincoln Avenue and three roving attendants at Industrial Road (more at peak times and Saturdays) who will direct and assist residents and others delivering materials to the facility. The City will provide a gate attendant. The Contractor's attendant(s) shall assist the gate attendant in controlling access to the Centers.
- Maintain the grounds free of litter and blowing debris at all times.
- Prevent odors from migrating off-site.
- Maintain all mobile equipment used for hauling, as well as the on-site guard house, pavement, and fencing, in good repair and working order at all times, to the satisfaction of the Commissioner.
- Upon clearance by the City gatekeeper, provide immediate unloading access for citizens.
- Maximum unloading height of 4 feet for containers; with exception of grass containers which shall have a maximum unloading height of 2.5 feet.
- Provide assistance to elderly and/or handicapped as requested or apparent.
- Secure the Centers during off-hours.
- Maintain the Centers to be free from snow and ice to keep the Centers in a safe and operating condition.

Design layout, including the number of roll-off containers required, for the Self-Help Centers is included in Attachment 2.

3.1.1 Operating Hours

The summer Operating Hours for the Centers shall be:

- Monday through Friday 7:00 a.m. to 7:00 p.m.
- Saturday 7:00 a.m. to 3:00 p.m.
- Sunday 8:00 a.m. to Noon

This schedule will be in effect from the last Sunday in March through the last Sunday in November.

The winter Operating Hours for the Centers shall be:

- Monday through Saturday 7:00 a.m. to 3:00 p.m.

This schedule will be in effect from the first Monday in December through the first Monday in April. Self-Help Centers Operating Hours are subject to change at the sole discretion of the Commissioner.

3.1.2 Public Access

Only City resident's or property owner's passenger vehicles and trucks with cargo capacity of less than 1/2-ton will be allowed to use the Centers.

3.1.3 Revenues and Disposal Fees

The Contractor will be responsible for disposal of all Solid Waste delivered to the Centers as specified in Table 1-4, and will be responsible for any costs associated with its handling, transportation, and disposal.

- Other salvageable materials, e.g., white goods, lead-acid batteries, anti-freeze, electronics drop-off recyclables and waste oil will be marketed by the City, who will be entitled to retain 100 percent of any revenues generated. Drop-off recyclables will be transported, by the City, to the City's existing MRF or an alternate processing center approved by the Commissioner.
- Currently, Clean Fill and concrete will be hauled by the City. As noted in Section 1.4, the City reserves the right to negotiate services and fees regarding the Contractor providing containers and properly disposing of the concrete and Clean Fill after Hartung Landfill stops accepting waste. Site life at Hartung Landfill is about 4 to 5 years or less.
- The Contractor can purchase anti-icing materials from the City. The Contractor is responsible for applying the anti-icing materials to control ice on pavements.
- As noted in Section 1.4, the Contractor will be responsible for providing containers and properly disposing of Catch Basin Debris, if the City chooses to include this material as part of the Contract.
- There is no fuel available for Contractor's use at the transfer stations.

3.1.4 Vehicle Weighing

All solid waste delivered to the Transfer Stations will be in City collection vehicles. The Contractor will be required to provide certified motor truck scales to weigh all City collection vehicles delivering solid waste to the Transfer Stations, and all vehicles hauling solid waste from the Transfer Stations. The Contractor will be responsible for obtaining two weights for each collection vehicle: a gross weight and a tare weight, time of

day, and a VIN from each collection vehicle, every time the collection vehicle delivers solid waste to the Transfer Station.

The Contractor will also be responsible for obtaining gross and tare weights for vehicles transporting solid waste to a landfill for disposal. The Contractor shall maintain records of the tonnage delivered and accepted by the Contractor for each day, week, and month. Weigh tickets shall be retained for a period of at least 2 years.

3.1.5 Waste Oil

The City shall provide waste oil storage at all times. Waste oil containers shall be located in accordance with State regulations. The City shall provide disposal through its waste oil purchase order, which is available through the City's purchasing division.

3.1.6 White Goods

White goods brought to the Self-Help Centers shall be accepted and disposed of in accordance with the City's white goods agreement. The City will provide two containers for white goods. A storage area will be dedicated for white goods with refrigerants in accordance with City's agreement.

3.1.7 Tires

Tires brought into the Self-Help Centers shall be accepted and disposed of in accordance with the City's tire contract.

The Contractor must accept all sizes and compositions of tires from vehicles less than or equal to 16 inches in size at the Centers. Unacceptable tires include bus, construction equipment, oversized pickups, etc.

3.1.8 Drop-Off Recyclables

The following recyclables will be received at the Centers in and serviced by the City.

- Commingled glass, aluminum, steel, bimetallic, and rigid plastic containers. The City will specify which resins of plastic containers shall be accepted.
- Recyclable paper, including cardboard, newspaper, magazines, and mixed office grades.
- Electronics.
- Any other items declared recyclable in the future by the State of Wisconsin.

The City will supply appropriate containers and transport materials to the MRF.

3.1.9 Lead-Acid Batteries

The City will provide a sufficient quantity of pallets for storage of lead-acid batteries and is responsible for their proper disposal.

3.1.10 Other Solid Waste

The Contractor shall equip the Centers with containers for receiving solid waste as specified by the City's Self-Help site plan. Boxes shall be emptied as frequently as necessary to eliminate waiting to dump after clearance by the gatekeeper.

3.1.11 Compostable Residential Yard Waste

The Contractor shall provide roll-off containers for compostable residential yard waste with a special section to facilitate loading, comparable to City's grass boxes. The containers shall be no more than half-full at any time.

Any container containing quantities of grass clippings sufficient to produce objectionable odors shall be removed daily, regardless of fullness. Compostable residential yard waste shall be processed off-site through composting or other means acceptable to the Commissioner.

3.1.12 Concrete, Rock, and Similar Clean Fill Material

The City shall provide at least two 20 yd³ roll-off containers for dirt, concrete, and similar clean fill material. Two containers shall be no more than half-full at any time. This material will be transported by the City to a City clean fill site for disposal. Refer to Section 1.4 regarding the Hartung Landfill, its expected life, and related matters.

3.1.13 Security

Provide adequate security to ensure the current public practice of dropping off materials at the gate when the facility is closed is eliminated.

SECTION 4 SUBMITTAL REQUIREMENTS

The Bids submitted in response to this Bid Specification shall be delivered to:

Mariano A. Schifalacqua
Department of Public Works
841 North Broadway, Room 507
Milwaukee, Wisconsin 53202

All Bids are due no later than 10:30 a.m., Central Standard Time, on January 22, 2004. Six copies, in addition to one original copy, must be submitted. Bids shall be legibly written or printed. The original copy must contain all executed Bid Forms specified in Section 6 (including the original, executed Bid Bond Form DPW-126).

If the Bidder has submitted a Statement of Qualification to the City within the last 6 months, the Bidder does not have to resubmit this information with the Bid.

The Bid shall be organized into two parts, as follows:

- Part I - Required Bid Forms and Cost Forms
- Part II - Technical Proposal

The instructions contained herein must be closely followed for the Bid to be responsive to this Bid Specification. **If any of the submittal requirements are omitted or any exceptions to the technical requirements or contractual terms and conditions are taken, then the Bid may be deemed non-responsive.** The Commissioner reserves the right to reject the Bid if it is not in compliance with the required format.

The following requirements are also applicable to this Bid process:

- **Confidentiality:** If the Bidder(s) chooses to include material of a confidential nature, then the Commissioner will keep such material confidential to the extent permitted by law. The Bidder(s) shall follow the instructions contained in, and submit the form "Designation of Confidential and Proprietary Information" contained in Section 6.
- **Preparation Costs:** The documents prepared in response to this Bid shall be prepared at the sole expense of the Bidder(s), with the understanding that there may be no claims whatsoever for reimbursement from the City or any of its consultants for the expense of their preparation. All costs incurred during the selection process will likewise be solely at the Bidder(s)' expense.
- **Minimum Requirements:** The information contained in the Bid shall be detailed, clear, and fully responsive to every requirement of this Bid Specification, whether specifically listed or generally mandated. The contents and order to which the Bid shall adhere are described in this section.

The following sections contain a detailed outline for the Bid. The outline shall be followed and all information shall be provided. Additional information that the Bidder(s) believes should be included may be inserted at the end of the appropriate part.

4.1 PART I - REQUIRED BID FORMS

Part I shall be index-tabbed with the following subsection headings presented in the order listed below. The following forms shall be completed in full, signed, submitted at/on the aforementioned date and time:

- Bid Proposal Form.
- Non-Collusion Affidavit.
- Disclosure of Ownership.
- Parental Guarantee - Disposal Facility (if applicable).
- Parental Guarantee - Financial Qualifications (if applicable).
- EBE Form A.
- Bid Bond Form DPW-126 and Affidavit.
- Designation of Confidential and Proprietary Information (if applicable).
- DPW, City of Milwaukee, Residents Preference Program Provisions.
- Form I - Employee Affidavit - Residence Preference Program.
- Form F - Proposed Resident/Apprentice Utilization Form.

Refer to the pre-bid conference minutes, included in Addendum 2, for a complete listing of forms and related information to be included with the bid. This listing is summarized as follows:

Part I – Required Bid Forms (Section 4.1)

The forms provided in the Bid Specification were discussed. Questions were raised as to which forms were required to be submitted with the Bid. The following summarizes the key points:

- Bid Proposal Form: Complete and include with Bid.
- Sworn Statement of Bidder: Pages 6-5 and 6-6 are duplicate forms. The two pages after Page 6-5 are standard City forms that are to be included with the Bid Proposal Form and are to be completed by the Bidder. The second page indicates two locations to be signed and includes the Sworn Statement. Therefore, when these two pages are completed, pages 6-5 and 6-6 are unnecessary duplicates. An Addendum will address this matter.
- Bid Bond Form and Affidavit: Complete and include with the Bid.
- Non-Collusion Affidavit: Complete and include with the Bid.
- Disclosure of Ownership: This form applies if the Bidder has an affiliated construction company that has violated Prevailing Wage Rates. Complete and include with Bid. If the form does not apply, so note on the form, and submit with the Bid.
- Designation of Confidential and Proprietary Information: Complete and include with the Bid. The Addendum will contain a revised form.
- Parental Guarantee - Disposal Facility: Complete, or note “not applicable,” and include with the Bid.
- Parental Guarantee - Financial Qualifications: Complete or note “not applicable,” and include with the Bid.

- EBE Form A: The apparent low bidder shall submit to the City EBE Form A within 3 working days after the City notifies the bidder. Therefore, it is not necessary to include with the Bid. This form is identified as "Form A" in the upper right hand corner of the form. Disregard the reference to it as "Form D" in the lower right hand corner.
- Form D - EBE Monthly Report: This form does not need to be submitted with the Bid.
- Form E - EBE Subcontractor Payment Certification: This form does not need to be submitted with the Bid.
- Form F - Proposed Resident/Apprentice Utilization Form: This form does not need to be submitted with the Bid.
- Form I - Employee Affidavit Residence Preference Program: This form does not need to be submitted with the Bid.

A copy of these forms is contained in Section 6.

Following notification by the Commissioner, the Apparent Low Bidder shall submit EBE Form A within 3 working days.

Bids submitted by joint venture shall be signed by each member of the venture or by an authorized agent of each member. The names of all persons signing should also be typed or printed below the signature. Upon request by the Commissioner, evidence of the authority of the person signing shall be furnished.

The Bid Proposal Form shall be accompanied by a Bid security, in the form of a Bid Bond, certified check, or cashier's check, in the amount of 10 percent of the Bid Price. A Bid which is not accompanied by this required security shall be rejected. If a Bid Bond is used, the surety must be licensed to do business in the State of Wisconsin and a copy of a Power of Attorney shall be attached to the Bid Bond Form.

The Bid Security of any unsuccessful Bidder(s) will be returned upon execution of the Contract by the successful Bidder, but in no case later than 90 days after opening of Bids. The Bid Security of the Bidder to whom a Contract is awarded will be returned when the Bidder executes a Contract and files a satisfactory Performance and Payment Bond and satisfactory insurance certificates, which shall be submitted within 10 working days after the award of the Contract.

4.2 PART II - TECHNICAL PROPOSAL

Part II shall be index-tabbed with the following subsection headings presented in the order listed in Table 4-1.

Table 4-1
Contents of Part II

II-1 Technical and Management Qualifications

- Description of Reference Facility or Facilities
- Project Organization
- Lawsuits and EPA Actions
- Solid Waste Management Experience
- Contractual and Joint Venture Arrangement (if applicable)

II-2 Financial Qualifications

- Form 10-K
- Certified Annual Financial Report with footnotes for each of the last 3 years
- Company History
- Subsidiary Disclosure (if applicable)
- Partnership or Joint Venture Disclosure (if applicable)
- Parental Company Guarantees

II-3 Other Qualifications Information

II-4 Equipment Statement

II-5 Transportation Statement

II-6 Disposal and Off-Site Processing Facilities Location Map

II-7 Description of Proposed Disposal Facilities

II-8 Employment Requirements

II-9 Other Technical Information

4.2.1 Technical and Management Qualifications Submittal Requirements

The Bidder(s) shall provide the following information regarding its technical and management qualifications, in the following order:

- Reference Facilities: *At a minimum*, two reference facilities shall be specified: one transfer station, and one disposal facility, of the same type that will be used for performance of this Contract. Bidder(s) shall provide the following information for *each* of their reference facilities:
 - Facility name and location.
 - Facility service area.
 - A short description of the facility, the quantity of Solid Waste accepted, type of equipment utilized for compaction and hauling, and operational and regulatory compliance history. At least one

transfer station must have a minimum processing capacity of 250 TPD, and been operating for at least 5 years.

- The Bidder(s)' relationship to the facility, i.e., owner, operator, or contract for service for this procurement (if contracted, a copy of the contract must be supplied).
- Name, address, corporate affiliation, and telephone number of person responsible for facility operations who can schedule appointments to view the facility and come to the Commissioner to answer questions about the facility (this person may be an employee of the Bidder(s)).
- Name, address, and telephone number of reference person(s) for the facility (this individual should be a representative of the municipality or corporation served by the facility, *not* an employee of the Bidder(s).)

Reference facilities may be either currently under the Bidder(s)' ownership or operational control, or under contract to provide services. If the reference facility and the facility being proposed to perform the Work under this Contract are one and the same, and if the Bidder(s) does not own but rather has a contractual relationship with this facility, the Bidder(s) must then supply evidence (in the form of a completely executed contract) that the facility will be available to the Bidder(s) for the purposes specified in this Bid, for the life of the Contract.

- **Project Organization:** The Bidder(s) is required to submit a project organization plan for this project. The plan should describe the Bidder(s)' proposed organizational structure for all aspects of the services requested in the Request for Qualifications. The organization chart shall display the firms involved (their interrelationships and responsibilities) and key management personnel, by name and firm. Resumes of all key personnel to be assigned to this project must be provided.
- **Lawsuits:** List all pending lawsuits, EPA/DNR judgments, and any recent judgments or settlements involving work in the Solid Waste field that firms participating in the project have been or are involved within the last 3 years. Describe the nature of the involvement.
- **Solid Waste Management Experience:** Provide detailed information concerning the Bidder(s)' involvement in the construction, management, operation, and maintenance of transfer stations, landfills, and other solid waste management facilities. Provide a list of such facilities the Bidder(s) has constructed and operated, together with a list of any violations of hazardous waste and solid waste regulations for each facility within the past 3 years. Provide this same information for every member of a joint venture or partnership which submits a response to this Bid Specification.
- **Contractual and Joint Venture Arrangement:** Provide a description of any contractual arrangement, written or otherwise, with any person or firm, any affiliation or association, any joint venture or partnership or any other involvement of Bidder(s) with any other person or firm that has a bearing on the Bidder(s)' submittal. Provide in connection therewith the following:
 - A thorough explanation in complete detail. The Bidder(s) shall clearly specify the contractual arrangement anticipated between the firms participating in this submittal. Specifically, state whether the agreements between the parties would make them joint or severally liable. Note that for a joint venture, all members must commit to joint and several liability on all obligations of the Contract.
 - A complete identification of all principals and officers of any of the entities, firms, arrangement, association, joint ventures, partnerships, or involvements as described above.

- If any of the individuals, firms, or entities identified in the foregoing questions have ever, during the past 20 years, been known by, or have operated under, or have transacted business under any other names, State the names and addresses by which they were known. Provide complete identification of all principals holding 10 percent or more of net equity and other officers of all firms or entities so named herein.
- A complete list of all criminal charges brought against any of those entities, firms, or persons that have been involved in any way with Bidder(s) as identified in the foregoing answers and the disposition of all such criminal charges. For joint ventures, this information must be supplied for all participating corporations, partnerships, or other entities.
- Parental Guarantee - Disposal Facilities: Complete form, if applicable, in Section 6.

4.2.2 Financial Qualifications Submittal Requirements

The following information shall be provided for all companies, subsidiaries, and/or parent companies making up the project team. Information shall be submitted in accordance with generally accepted accounting principles:

- 10-K: A copy of the most recent Form 10-K filed with the United States Securities and Exchange Commission (SEC) and all 10-Q's filed since the last 10-K, if applicable. Additionally, all vendors must submit the following certified audited financial statements, including a full set of footnotes:
 - Certified audited financial statements: For the past 3 fiscal years, including, at a minimum, income statements, balance sheets, and statements of changes in financial position or cash flows. If less than 4 years of financial statements are available, this information should be provided to the fullest extent possible.
- Annual Report: Provide a copy of the Bidder(s)' most recent annual report.
- Company History: Full information shall be provided concerning any material changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions within the past 3 years, including comparable information for related companies and principals of companies, and any actual and pending litigation in which the company is involved. Include all 8-K's filed since the last 10-K.
- Subsidiary Disclosure: Identify if the proposed Contractor is a subsidiary, and, if so, if its performance of the required Contract terms, conditions, and guarantees will be guaranteed by the parent corporation. If the company intends to use a subsidiary or other entity to perform any of the company's financial obligations under the service agreement, this fact shall be disclosed. Written evidence shall be submitted to demonstrate that the subsidiary or other entity fulfills all of the minimum financial qualification criteria set forth in this Bid Specification.
- Partnership or Joint Venture Disclosure: If the Bid is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:
 - Which entity will be guaranteeing Contract performance.
 - Which entity will operate and maintain the Transfer Stations.

- Which entity will operate and maintain the transfer hauling equipment.
- Which entity will operate and maintain the Landfill.
- Date the joint venture or partnership was executed. Submit copies of all joint venture agreements.
- Parental company guarantees - Financial Qualifications: Complete Parental Guarantee form, if applicable, in Section 6.

4.2.3 Other Qualifications Information

The Bidder(s) may provide any other information which it believes assists in demonstrating its ability to perform the Work described in this Bid Specification.

4.2.4 Disposal and Off-Site Processing Facilities Location Map

The Bidder shall provide a map showing the location of the Disposal and off-site Processing Facilities to be used for the performance of this Contract. Revised maps shall be provided when new sites are utilized.

4.2.5 Equipment Statement

Bidder shall comply with Section 1.7 regarding equipment of this Bid Specification.

4.2.6 Transportation Statement

Bidder shall comply with Section 1.7 regarding Transportation of this Bid Specification.

4.2.7 Description of Disposal Facilities

The Bidder shall provide complete identification of the Disposal Facilities at which Bidder proposes to dispose of the Solid Waste received at the Transfer Stations and Self-Help Centers. For landfills, this identification will include, at a minimum, the following information in the order listed below:

- Street address.
- Name(s), address(es) and telephone number(s) of owner and of operator.
- Total size (in acres).
- A site layout showing active fill area, closed/capped areas, leachate collection systems, on-site buildings, distances from fill areas to perimeter boundaries, depth of fill, and future expansion plans that are under review by regulatory agencies.
- A cross-section of the low-permeability liner in the area in which Solid Waste will be deposited. Materials of construction and layer dimensions shall be included.
- Remaining landfill capacity available, in cubic yards of airspace for Solid Waste (excluding cover material) based upon existing plan of operation approval.
- Current filling rate in cubic yards of waste per day and per year, of in-place Solid Waste, excluding cover material and excluding future projections of settling/compaction.

- Estimated closure date, and the assumptions used in deriving this date, based upon award of this contract.
- Copies of all required operating permits
- A description of the environmental compliance history of the landfill.

For other Disposal Facilities, this shall include:

- Street address.
- Name(s), address(es), and telephone number(s) of owner and of operator.
- Site size (in acres) and facility size (in square feet).
- A thorough description of the processes, systems, and technologies employed to receive Solid Waste, process and/or treat it, and dispose it. If the facility generate residual wastes which are disposed off-site, a discussion of off-site disposal methods and facilities used shall be provided.
- Copies of all required operating permits.
- A description of the environmental compliance history of the facility.
- A detailed by-pass history of the facility.

Facility for Processing Brush and Other Woody Debris

- Type of processing equipment that will be used.
- Ultimate destination and use of processed Brush and other Woody Debris.
- Name(s), address(es) and telephone number(s) of owner and of operator.

Facility for Processing Leaves and Yard Waste, (including Street Sweepings)

- Type of processing (e.g. size reduction, screening).
- Land area available for composting (if applicable).
- Type of equipment that will be used for Processing.
- Ultimate destination and use of processed leaves and Yard Waste.
- Name(s), address(es) and telephone number(s) of owner and of operator.
- Copies of all required operating permits.
- A description of the environmental compliance history of the Processing Facility.
- Information regarding capacity, current use, and projected City loading rate.

4.2.8 Employment Requirements

The Bidder(s) shall provide a statement that the requirements for EBE and hiring of unemployed residents in the CDBG as stipulated in Section 1.3 of this Bid Specification are understood by the Bidder(s) and the Bidder(s) agrees to abide by these requirements.

4.2.9 Bidder's Significant Changes from Bidder's Statement of Qualifications

Bidder's qualifications and related information were submitted in the Bidder's Statement of Qualifications. If the Bidder needs to make a significant change to the information submitted in the Statement of Qualifications, the Bidder shall provide this information with the Bid package in an appendix and note the changes.

4.2.10 Operating Plan

The Apparent Low Bidder shall submit an Operating Plan for City review, input, and approval within 10 days after the Bid date. This information shall consist of a detailed description of the proposed operations to be employed at the Transfer Stations and Self-Help Centers in order to comply with the specifications. The description shall include the following:

- Anticipated traffic flow management procedures for City collection vehicles, including collection vehicle maneuvering, tipping, and weighing procedures.
- Anticipated traffic flow management procedures for residents bringing materials to the Self-Help Centers, including vehicle maneuvering and unloading procedures as well as procedures to maintain safety on the site at all times.
- Methods that will be used to transport materials deposited at the Self-Help Centers to the Transfer Stations or directly to disposal or other off-site processing locations.
- Procedures and preliminary schedule for maintaining compactors, scales, and mobile equipment.
- Discussion of mobile equipment repair and replacement policies and protocols.
- Operating hours.
- Staffing (number of employees, job classifications, and job descriptions).
- Dust, litter, vector, odor control, and snow and ice control procedures.
- Provide adequate security to ensure the current public practice of dropping off materials at the gate when the facility is closed is eliminated.

SECTION 5 GENERAL REQUIREMENTS

5.1 CONTRACTING OFFICER

The contracting officer shall be the Commissioner of Public Works of the City of Milwaukee hereinafter referred to as Commissioner.

5.2 QUALIFICATIONS OF BIDDER(S)

Qualifications for the project shall be demonstrated by each Bidder(s) as requested by the Commissioner of Public Works and the Contract documents. Such Bidder shall submit within 5 days of such request additional written evidence and documentation as required by the Commissioner.

5.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- (a) Before submitting a Bid, each Bidder(s) shall:
 - (1) Examine the Contract documents thoroughly.
 - (2) Visit the site to become familiar with local conditions that may in any manner affect performance of the work.
 - (3) Become familiar with Federal, State, and local laws, ordinances, rules, and regulations affecting performance of work.
 - (4) Carefully correlate observations with the requirements of the Contract documents.
- (b) Before submitting a Bid, each Bidder(s) shall, at own expense, make such surveys and investigations as may be deemed necessary to determine a Bid price for performance of the work within the terms of the Contract documents.
- (c) The submission of a Bid shall constitute a prima facie representation by the Bidder(s) that the Bidder(s) has complied with every requirement of this Section 5.3.

5.4 BID PROPOSAL

- (a) The Bid Proposal is included in Section 6. Additional copies of the Bid documents may be obtained through the Contract Administration Office, Room 507, Municipal Building.
- (b) Bid Proposal shall be completed in ink or typewritten. The Bid price of each item on the form must be stated in words and numerals, in case of a conflict, words shall take precedence.
- (c) Bids submitted by an individual shall be signed by the Bidder(s) or by an authorized agent.
- (d) Bids by corporation shall be executed in the corporate name by the president or vice president (or other authorized corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- (e) Bids by partnerships shall be executed in the partnership name and signed by a partner, the partner's title must appear under the signature, and the official address of the partnership must be shown below the signature.
- (f) Bids which are signed by an attorney-in-fact for individuals, firms, partnerships, or joint ventures shall have attached thereto a power of attorney evidencing authority to sign the Bid.
- (g) All names shall be typed or printed below the signature.
- (h) The Bid shall contain an acknowledgement of receipt of all Addenda, if any, the numbers of which shall be filled in on the Bid form.
- (i) Any Bid received which does not respond to the items as requested on the Bid proposal form shall be considered as a non-responsive Bid, and may not be considered for award. This includes any alterations, modifications, or conditions to the proposal or alternate Bids which are not specifically requested on the Bid proposal form.
- (j) The Contractor shall include in the Contract price all applicable Federal, State, and local taxes in the proposal submitted.

5.5 PARTICIPATION REQUIREMENTS

5.5.1 Emerging Business Enterprise Program

Chapter 360 of the Milwaukee Code of Ordinances established an Emerging Business Enterprise Program (EBE) which is implemented through establishment of percentages of public works contractors to be allocated to City certified disadvantaged businesses. These percentages are established by the Department and are stated in the Official Notice. Forms required by the established EBE provisions must be submitted by Bidder(s) as part of the bidding process.

Failure to comply with these requirements may result in rejection of the Bid. The EBE provisions will be made a part of all departmental bid solicitations and are included in this bid package.

5.5.2 Residents Preference Program

Chapter 309 of the Milwaukee Code of Ordinances establishes a Residents Preference Program. The ordinance requires that at least 25 percent of all labor hours on public works' contracts be worked by certified residents of a target area within the City. More information about the program, along with a map of the target area, can be found in the attached document titled "Residents Preference Program Provisions".

The Residents Preference requirement for this contract is 25 percent. The requirement applies to all labor hours that go into the contract's Operating Costs. Prior to commencing any work on the contract, the winning Bidder must submit a list of all certified resident employees who will be working on the contract. See the attached "Residents Preference Program Provisions" for further information about certification of workers.

The 25 percent requirement applies over the life of the contract. It is understood that at the beginning of the contract, the winning Bidder may already have many employees on its payroll that do not meet the residency criteria. However, it is expected that the winning Bidder will make every effort to hire certified resident workers over the term of the contract so that the overall work hours performed meet or exceed the 25 percent requirement. To determine whether the contractor is making sufficient progress in meeting the requirement, an annual performance review will be conducted January. By January 15 of each year, the contractor will be

required to submit year-end resident employment data for the preceding year. Failure to make satisfactory progress in meeting the residency requirement may result in payments being withheld, contracts canceled, debarment from bidding on future DPW contracts, or any other remedy available to the City at law or in equity.

5.5.3 Affirmative Action

The Contractor is strongly encouraged to strive to implement, consistent with law, the principles of equal employment opportunity through an effective affirmative action program which should have as its objective the increased utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment, where these groups have been previously under-utilized and under-represented.

5.6 SUBMISSION OF BIDS

Bids shall be submitted at the place and no later than the date and time indicated in the Official Notice and Invitation to Bid. The Bid and the Bid security shall be placed in an opaque, sealed envelope marked with the official notice number, date of opening Bids, name and address of Bidder(s), and the type and location of work. Such envelope shall be addressed and delivered to the Office of the Commissioner, Contract Administration Office, Room 507, Municipal Building, before time specified in the Official Notice and Invitation to Bid for opening Bids. Bids received later than the date and time indicated will not be considered, and the unopened envelope will be returned.

5.7 MODIFICATION AND WITHDRAWAL OF BIDS

Bidder(s) 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(s) shall not be entitled to bid on the Contract unless it is re-advertised and relet.

After Bid opening, a Bidder(s) may only withdraw or correct a Bid if the Bidder(s) meets the requirements of §66.29(5), State Statutes.

5.8 OPENING OF BIDS

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

5.9 ADEQUACY OF BIDS

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

5.10 REJECTION OF BIDS

- (a) In addition to non-responsiveness, 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, in accordance with applicable provisions of the City Charter, further reserves the right to seek the rejection of the Bid of any Bidder(s) who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the Work Bid. The Commissioner reserves the right to reject all Bids. The Commissioner further reserves the right to reject any and all Bids if there is evidence of collusion among Bidder(s).

5.11 SUBCONTRACTORS

The apparent low Bidder shall within 3 days after the day of the Bid opening submit to the Commissioner a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment, proposed for those portions of the work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, or organization if requested by Commissioner. If the Commissioner, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, the Commissioner may, before giving the notice of award, request the Apparent Low Bidder to submit an acceptable substitute without any increase in Bid price. If the Apparent Low Bidder declines to make any such substitution, such Bidder will not thereby sacrifice the Bid security.

5.12 STARTING WORK BEFORE NOTIFICATION

No work shall be started under the Contract, and no materials or equipment shall be brought upon the site of the work prior to the date named in the written Notice to Proceed with the work.

5.13 EQUAL EMPLOYMENT OPPORTUNITY

The City encourages the fair consideration of minorities and women in all aspects of the performance of this Contract.

5.14 DISCRIMINATION IN EMPLOYMENT

In accord with Section 109-15, Milwaukee Code and Federal guidelines, it shall be unlawful for any private employer performing work within the City involving any public works of the City to willfully refuse to employ or to discharge any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, handicap, national origin, physical condition, developmental disability, or ancestry; to discriminate for the same reason in regard to tenure, terms, or conditions of employment; to deny promotion or increase in compensation solely for these reasons; to publish offer of employment based on such discrimination; to adopt or enforce any rule or employment policy which discriminates between employees on account of race, color, religion, sex, sexual orientation, age, handicap, national origin, physical condition, developmental disability, or ancestry; to seek such information as to employee as a condition of employment; to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, sex, sexual orientation, age, handicap, national origin, physical condition, developmental disability, religion, or ancestry.

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may, in turn, be made.

5.15 AMERICANS WITH DISABILITIES ACT

Contractor (vendor, consultant, lessee, etc.) agrees that Contractor will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq.

5.16 OSHA/WISHA

All work shall be done in accordance with the safety requirements set up by Wisconsin Administrative Code Rules of the Department of Industry, Labor, and Human Relations and OSHA.

5.17 EMPLOYMENT OF LABOR

5.17.1 Hours of Labor and Overtime Pay

- a. In accordance with Section 309-21, Milwaukee Code of Ordinances, the service of all employees who are now or may hereafter be employed by any contractor or subcontractor of the City of Milwaukee upon any of the public works of this City is hereby limited to days other than Saturdays, Sundays, and legal holidays recognized by the City and restricted to 40 hours per week, of which no more than 10 hours shall occur in any 1 calendar day; and except as the Commissioner may approve to conform with occupational practices or as specifications may require, it shall be unlawful for any officer of the City government or any such Contractor or subcontractor, whose duty it shall be to employ, direct, or control the services of such employees, to require or permit any such laborer or mechanic to work on Saturdays, Sundays, and legal holidays or more than 40 hours per week and 10 hours in any calendar day, except in cases where, in the opinion of the Commissioner, an emergency exists.
- b. In such instances where overtime work has been permitted and employees are required to work more than 10 hours per day or 40 hours per week or at times other than the normal work day or work week, they shall be paid by the contractor in accordance with the prevailing overtime wage rates. When, and only when, an emergency has been declared to exist and the Commissioner, after the signing of a contract, has ordered in writing that work on a project be carried on in excess of 10 hours per day or 40 hours per week, it shall be the duty of the City to reimburse the contractor over and above the price agreed upon for the performance of such work in the amount of the premium paid for overtime work or work performed at times other than the normal work day or work week in accordance with the prevailing overtime wage rates plus any premium paid for necessary materials because of delivery during times other than the normal work day or work week.

5.17.2 Minimum Wage Rate

- a. All employees of any contractor or subcontractor shall be paid no less than the wage rates and fringe benefits approved by the Common Council for these trades or occupations. The attached wage provisions (Attachment 7) are subject to change and must be complied with, as they are from time to time, amended by the Common Council.
- b. Fringe benefits must be paid as follows: welfare - within 6 weeks of the date work was performed; vacation and pension - within 31 days of the date work was performed.

5.17.3 Unclassified Employees

- a. In case it becomes necessary for the Contractor or subcontractor to employ on the work covered by the contract documents any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers) for whom no minimum wage rate is herein specified, the Contractor shall immediately notify the Commissioner who shall promptly thereafter furnish the Contractor with the minimum wage rate for such person.
- b. Apprentices are considered unclassified employees and their rates are not furnished in the minimum wage scale. Contractors/subcontractors employing apprentices are required to furnish a copy of the signature page of their indenture papers and a copy of their rate sheet with the paid rate highlighted. The Commissioner shall determine whether or not a person so employed was properly paid or if any underpayment exists.

5.17.4 Minimum Wage - Time Reports

The Contractor hereby agrees to make a sworn report or affidavit within 10 days following the contractor's completion of a contract, or every 3 months, whichever occurs first, and shall procure and submit a like sworn report or affidavit from every subcontractor employed in the work, to the Commissioner, listing every employee employed on or under this Contract or subcontract, and shall include for the specified period, but not be limited to, the employee's name, address, type of work performed, total hours worked, hourly rate, gross earnings, and employer's contribution to vacation, welfare, and pension trust funds. Said reports or affidavits from the Contractor or subcontractor shall include a statement that each and every employee has been paid in full the amount prescribed by the Common Council and that there has not been, nor is to be, any rebate or refund of any part of said wages by employee to employer.

The Commissioner or other officers are hereby ordered not to pass any estimate for payment on any contract in which the Contractor or subcontractor has failed to comply with all the provisions of the foregoing sections, and no estimate shall be processed for payment until the Commissioner is satisfied that the provisions of the foregoing specifications have been fully complied with.

5.17.5 Enforcement of "Hours and Wages" Provisions

Every person, firm, or corporation who shall violate the provisions of §309-21, 309-25, 309-27, and 309-31 Milwaukee Code, shall upon conviction thereof, be punished by a fine not to exceed \$25 and in default of payment thereof by imprisonment in the House of Correction of Milwaukee County for a period not to exceed 90 days. The employment of each person contrary to the provisions of said sections shall be deemed a separate and distinct violation of the provisions thereof for each day so employed.

5.17.6 Wage and Hours Limitation

The provisions of Sections 309-21 to 309-37 inclusive of the Milwaukee Code shall apply as modified herein, and the Contractor or any subcontractor is not to pay less than the minimum wage scale adopted by the Common Council of the City of Milwaukee pursuant to said provisions.

5.17.7 Days of Work and Shift Regulations

No work shall be performed under the Contract on Saturdays, Sundays, or legal holidays, except with the approval of the Commissioner or as required by the Specifications.

The Commissioner reserves the right to name the number of shifts per day, the hours per shift, and the starting time of each shift.

5.17.8 Wage and Hours Disputes

Whenever a dispute arises between the Contractor or Surety and the City as to the determination whether there is compliance with the provisions of the contract documents as to the hours of labor, wages, character, and classification of workers employed, the determination of the Commissioner shall be final, and in case of violations of said provisions, the Commissioner may declare the Contractor in default and order the Surety to perform or relet upon advertisement, the remaining portion of the Contract as provided by Section 66.29(8), Wisconsin Statutes, 1943.

5.17.9 Disqualification of Contractor

As provided by Section 309-33, Milwaukee Code, whenever any Contractor or subcontractor engaged in any public work of the City has been found by the Commissioner, officer, or employee of the City or by a court of competent jurisdiction to have infringed any of the provisions of the minimum wage ordinance or any ordinance or any resolution or scale of wages adopted pursuant thereto, in that event any such Contractor or subcontractor shall not be deemed to be a competent and reliable Bidder in the sense of Section 7-14 of the Milwaukee City Charter, 1984 compilation, and such Contractor or subcontractor shall not be allowed to compete in securing future contracts with the City by such individual, partner, agent, or by any corporation of which such individual is a member, for a period of 2 years. A second violation by such individual, partner, agent, or by any corporation of which such individual is a member, shall disqualify such individual, partner, agent, or corporation from competing or doing any future City work for a period of 3 years.

5.18 NECESSARY NOTICES AND PERMITS

5.18.1 Notice to Proceed with Work

The Commissioner shall notify the Contractor of the date to commence work covered by the Contract. Upon receipt of such notice, the Contractor shall comply with all notice requirements set forth below and in the specifications.

5.19 LEGAL RELATIONS

5.19.1 Laws and Regulations

The Contractor, the Contractor's agents, and employees, shall at all times observe and comply with all Federal laws, rules and regulations, statutes, codes, rules and regulations of the State of Wisconsin, and all applicable charter provisions, codes, regulations, and ordinances of the City of Milwaukee, all amendments thereto, and all the provisions of the Contract documents, which in any manner affect the conduct of the work and all such orders or decrees as exist at the present and which may be enacted later of bodies or tribunals having jurisdiction or authority over the work. The Contractor shall protect and save harmless the City, its officers, and representatives, against any claim or liability arising from the violation of any such law, ordinance, code, rule, regulation, or order.

5.19.2 Assignment and Subletting

The Contractor shall not subsequently assign this Contract or any interest therein, nor subcontract the work or any part thereof, without written consent of the Commissioner having first been obtained. If the Contractor submits subsequent written request to the Commissioner for substitution(s) of listed Subcontractor(s), the Contractor shall give the Commissioner written assurance that the Contractor will save the City harmless from any damages which may arise from litigation between the original Subcontractor(s) and the Contractor as a result of such substitution(s). The decision of the Commissioner shall be final in determining consent for said substitution(s). It is incumbent upon the Contractor to notify the Surety of such consent granted by the Commissioner for said substitution(s).

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

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

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

5.19.3 Patents and Trade Secrets

The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless and defend said City from liability of any nature or kind, including cost and expenses for or on account of any patented or unpatented invention process article or appliance manufactured or used in the performance of the Contract.

5.19.4 Liens and Taxes

All current taxes, license fees, or permit fees, imposed on the City and/or Contractor related to the performance of the Work by the Wisconsin Department of Natural Resources, Federal, State, and/or local governments, in effect on date of execution of Contract, are the sole responsibility of the Contractor. The groundwater fee, well compensation fee, environmental repair fee, solid waste siting board fee, recycling fee, licensing fee surcharge, and tipping fee surcharge apply to this Contract and are the sole responsibility of the Contractor. Increases in these fees exceeding an accumulative annual CPI adjustment will be subject to Section 1.14 of the Bid Specification. The environmental fees noted in this paragraph are assessed against waste disposed at Wisconsin landfills. Any and all liens or claims of damages which may be chargeable to the Contractor are the sole responsibility of the Contractor.

5.19.5 Amendments

Any amendments to this Contract shall have no effect unless in writing signed by both parties.

5.19.6 Protection Against Liability

Contractor covenants and agrees that Contractor shall save and indemnify and keep harmless the City against all claims, demands, damages, liability, judgments, costs, attorney fees, losses, and expenses, of any nature or kind whatsoever which may in any way come against the City in consequence of the granting of the Contract, or arising out of the performance or lack of performance of work hereunder except that which may be attributable to the carelessness or neglect of the City or the agents, employees, or workers of the City in any respect whatever. 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, 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.

The Contractors and Subcontractors shall be responsible for and shall save the City harmless from, and defend the City against all liability for damages occasioned by the digging up, use, or occupancy of the street, alley, highway, public grounds, and private grounds, 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 construction of the work.

If a disposal facility is built on property not owned by the City, the indemnification and save harmless clause in the preceding paragraph will apply to all losses, damages, demands, suits, judgments attorney fees, and other expenses of any kind caused by bodily injury or property damage which occur at the site or which result from operation therefrom. Damage to City vehicles which are parked at a disposal facility site not owned by the City will be the responsibility of the Contractor except losses resulting from the negligence of the City.

5.19.7 Indemnity

The Contractor and the City acknowledge that the Facilities have been used to receive, compact and reload Solid Waste and thus may be already contaminated by various substances. Because of the nature of the Work to be performed at the Facilities, there exists the possibility of further contamination of the Facilities by oil, gasoline, acids, anti-freeze, lead and other substances contained in or otherwise associated with the processing of Solid Waste.

The Contractor shall be responsible for and shall save the City harmless from, and defend the City against all liability for damages of any kind which in any way arises out of or by reason of, or are claimed to arise out of or by reason of, in whole or in part, the future contamination of the Facilities, only if such liability resulted from the negligent or intentional acts of the Contractor. In all other respects related to the alleged present or future contamination of the Facilities, the City agrees to indemnify and hold harmless the Contractor, its agents, insurers, and/or employees from and against all actions, claims, demands, damages, losses, liabilities, costs and expenses, which in any way arise out of or by reason of, or are claimed to arise out of or by reason of, the present or future contamination of the Facilities.

Nothing in this section 5.19.7 shall be construed to modify the Contractor's obligation to hold the City harmless from, and defend the City against, all liability for damages occasioned by the performance of the Work performed by the Contractor under the Contract which arises in any way from the negligence or intentional acts of the Contractor, its agents and employees, insofar as that liability does not relate to the contamination of the Facilities.

5.19.8 Insurance

All Contractors and Subcontractors shall, for the life of the Contract, provide the types and amounts of insurance referenced below. The insurance companies, policy forms, and amounts of insurance must be acceptable to the City. Any failure on the part of the Contractor(s) and Subcontractor(s) to maintain the required types and amounts of insurance will not affect the indemnity language in the agreement.

All Contractors and Subcontractors shall furnish to the City, prior to award of a Contract, a certificate(s) which verify that the required types and amounts of coverage are in effect. Satisfactory certificates shall be filed with the City before work at any Transfer Station or Self-Help Center site can begin. No work shall be performed by the Contractor or Subcontractor(s) after the certificate expires or is cancelled.

All certificates of insurance are to confirm that 30 days written notice will be provided to the City before a policy is changed or cancelled.

All Contractors and Subcontractors must continue to maintain the required Pollution Legal Liability and Environmental Impairment Liability coverage for a minimum of 4 years after the final termination date of this Contract. In addition, the insurer must maintain the original retroactive date for the insurance coverage throughout the life of the contract and for the 4-year period following termination, referenced above. The Contractor shall absorb all expenses for extending the discovery period.

The Contractor(s) shall provide:

A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Workers Compensation		Statutory
Employers Liability		
Liability injury by accident	each accident	\$100,000
Bodily injury by disease	each employee policy limit	\$100,000 \$500,000

To Include:

Other states coverage
United States Longshoremen and Harbor Workers
Compensation Act Endorsement (if transport of
waste of any type includes delivery to sites
where material is stored adjacent to navigable
bodies of water or must be loaded on vessels,
scows, barges, etc.).

B. GENERAL LIABILITY

Limits of Liability

Bodily injury/property damage	each occurrence	\$1,000,000
	general aggregate	\$1,000,000
	products/completed operations aggregate	\$1,000,000

To Include:

Occurrence coverage
Commercial general liability insuring agreement
Coverage for the following hazards:
Premises/operations
Products/completed operations
Independent contractors
Contractual liability for risks
assumed in this agreement
General aggregate limit to apply to each site

C. AUTOMOBILE LIABILITY

Limit of Liability

Bodily injury/property damage	each accident	\$1,000,000
-------------------------------	---------------	-------------

To Include:

Coverage for the operation of any owned, non-owned, or hired motor vehicle
Contractual liability for risks assumed in this Agreement
Definition of "Insured Contract" in the business auto insuring agreement is to be modified to delete the following phrase: "...except in connection with work for a municipality..."

Pollution Liability - Broadened Coverage for Coverage Autos Endorsement
MCS - 90 Endorsement

D. UMBRELLA

Limits of Liability

Bodily injury/personal injury/ advertising injury/property damage	each occurrence	\$10,000,000
	general aggregate	\$10,000,000
	products/completed operations aggregate	\$10,000,000

To Include:

Occurrence form will apply over the primary employers liability, general liability, and automobile liability limits.

E. POLLUTION LEGAL LIABILITY AND ENVIRONMENTAL IMPAIRMENT LIABILITY (EIL)

Limits of Liability

Bodily injury/property damage	each loss	\$10,000,000
	aggregate	\$10,000,000

To Include:

Insuring agreement which will protect against sudden and gradual occurrences at:
City of Milwaukee owned transfer stations
and self-help center sites

Landfills
Other permitted disposal facilities
Deletion of contractual exclusion from the insuring agreement
Explanation of terms with regard to the time period and cost for extended discovery period.
Defense costs shall be outside the policy limit.

NOTE: The City of Milwaukee is to be an additional named insured on the Contractor's General Liability, Automobile, Umbrella, and Pollution/Environmental Impairment Liability policies.

5.19.9 Unforeseen Delay

If the City is prohibited or enjoined from proceeding with the work or from authorizing its prosecution, either before or after its commencement, by reason of any litigation or otherwise, the Contractor shall not be entitled to any damages by reasons of the delays thereby caused. The time of completion may be extended for such time, as in the judgment of the Commissioner, shall be equal to the aggregate delay.

5.19.10 Right of City to Terminate Contract for Convenience and/or Cause

During the term of this Contract the City may, upon 1 year's written notice to the Contractor, terminate the Contract for convenience and without cause. If the City terminates for convenience, the Commissioner may either: 1) require the Contractor to remove any machinery, or equipment installed by the Contractor on City property for the performance of this Contract, or 2) pay the Contractor at the mutually agreed fair market value for such machinery and equipment, and the Contractor shall convey such machinery and equipment to the City.

If the work to be done under this Contract is abandoned by the Contractor; or if this Contract is assigned without the written approval of the City; or if at any time the City determines that the performance of the work under this Contract is being unnecessary delayed; or the Contractor is violating any of the material conditions of this Contract, or the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if at any time the Contractor does not have adequate disposal sites or facilities or is no longer capable of performing the work required under this Contract; or the City has reasonable cause to be insecure by reason of the Contractor's failure to comply with any orders of the Commissioner provided for in this Contract; then, in the event any of the foregoing occurs, the City may serve written notice upon the Contractor and upon its surety of the City's intention to terminate this Contract. Time shall be deemed of the essence as to any act or thing to be done by the Contractor to correct conditions as set forth in this provision. Unless within 5 days after the serving of such notice, satisfactory arrangement is made for continuance, the Contractor shall be deemed in default and the Contract shall automatically be terminated and the City may then take over and prosecute the work to completion by Contract or otherwise. If at fault, the Contractor and its surety shall be liable to the City for all damages as well as excess cost sustained by the City by reason of such prosecution and completion by the City. The City may take possession of and utilize the Lincoln Avenue and Industrial Road Transfer Stations and Self-Help Centers in completing the work all buildings, receiving areas, loading, compaction and hauling equipment, supplies, and facilities necessary to perform the work. It is agreed that in the event the Contractor shall be adjudged bankrupt, a receiver appointed or a general assignment for the benefit of creditors is made or it is proven insolvent or fails in business that this Contract shall not be an asset of the Contractor. A memorandum of this provision shall be recorded by the Contractor on any privately owned site used by the Contractor for the performance of the work specified in the Contract.

5.19.11 Subordination of Third-Party Rights

Contractor must ensure that any and all financing agreements, creditors' interest, leasehold interest, liens, encumbrances, mortgages, or other forms of security interest attaching to the site or sites used by the Contractor for the performance of work under this Agreement, are subordinate to all rights and remedies of the City under the Agreement. Contractor must submit for the review and approval of the Commissioner and the City Comptroller, any and all financing agreements, creditors' interest, leasehold interest, liens, encumbrances, mortgages, or other forms of security interest attaching to the site or sites used by the Contractor for the performance of the work under the Agreement. The purpose of the review and approval by the Commissioner and the City Comptroller is to ensure that any and all such financing agreements, creditors' interest, leasehold interest, liens, encumbrances, mortgages, or other forms of security interest attaching to the site or sites used by the Contractor for the performance of work under the Agreement, are subordinate to all rights and remedies of the City under the Agreement.

5.19.12 Waivers

The City shall not be deemed to have waived any part, provision, language, covenant, condition, or requirement of the Contract or the specifications unless such waiver is in writing and signed by the Commissioner. Any partial waiver shall not be deemed to be in any manner the waiver of any other part, provision, language, covenant, condition, or requirement, and where any waiver is made, either partially or otherwise, of any provision, condition, or requirement, it shall be strictly construed and deemed to be a waiver of no more than that which is clearly expressed in writing. Any ambiguity shall be resolved in favor of the City.

5.19.13 Remedies

The remedies afforded to the City under the terms of this Contract shall not be deemed to be exclusive but shall be cumulative, and the City shall have and reserves any and all other remedies provided by law or equity, and the City may elect the manner in which it shall proceed.

5.19.14 Injunctive Relief

It is agreed by and between the City and the Contractor that the work and services of the Contractor involve the health and safety of the residents of the City of Milwaukee; that in the event of an anticipatory breach or a breach of this Contract, the City shall be and the Contractor consents that the City is entitled to injunctive relief, enjoining and restraining the Contractor from doing any act or mandating that such act or acts be done by the Contractor to carry out the terms of the Contract. The application by the City for an injunction or mandate to any court shall not be a waiver by the City of any other right of the City provided for in this Contract, and shall not be deemed a waiver of any other or further breaches of condition or failure to perform; that the exercise of such right or rights by the City shall not prejudice in any manner the rights of the City to enforce or secure any other rights or to seek damages for breach of the Contract.

5.19.15 Notices

The Contractor shall maintain a headquarters office within the corporate limits of the City of Milwaukee for the purpose of carrying out the work and terms of the Contract. During the performance of this Contract, the Contractor's office in the City of Milwaukee shall be the headquarters of a representative authorized to receive instructions or other communications or articles. Any communication given to the said representative or delivered at the Contractor's office in his absence shall be deemed to have been delivered to the Contractor.

Notices provided for herein shall be sufficient if hand-delivered or mailed by certified mail (postage prepaid) for the Contractor, at the addresses listed in this Contract, or to such other respective addresses as the parties may, from time to time, designate to each other in writing.

5.19.16 Legal Address

The address of the Contractor for the purpose of receiving notices, letters, and any other communications is the address listed on the Contract.

The address of the City is:

Mariano A. Schifalacqua, Commissioner
Department of Public Works
841 North Broadway, Room 516
Milwaukee, Wisconsin 53202
(414) 286-3300

which is hereby designated as the place to which notices, letters, and any other communications to the City may be mailed or delivered.

Either party may change such address by an instrument in writing delivered to the other party. For Wisconsin tax purposes, it shall be presumed and it is agreed by the parties that all work created or generated under this Contract shall be deemed to have originated and to be primarily transacted in the City of Milwaukee.

5.19.17 Independent Contractor

The relation of the Contractor to the City shall be that of an independent contractor.

5.19.18 Relations with Other Contractors

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City and workers who may be employed by the City on any collateral work in proximity of the work to be done under this Contract and shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers.

5.19.19 Methods of Operation

The Contractor shall inform the Commissioner in advance concerning plans for carrying on each part of the work.

If at any time the Contractor's facilities or equipment or its methods of executing the work appear to the Commissioner to be inadequate to ensure the required reliability, safety, quality, or rate of progress of the work, the Commissioner may order the Contractor to increase or improve its facilities or methods and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Commissioner to issue such orders shall relieve the Contractor from its obligation to secure the degree of reliability, safety, quality of work, and rate of progress required by this Contract. The Contractor alone shall be responsible for the reliability, safety, adequacy, and efficiency of its operations, facilities, equipment, and methods.

Time shall be of the essence as to the compliance with any order of the Commissioner which affects the health, safety, and welfare of the inhabitants and taxpayers of the City. Such orders shall be complied with by the

Contractor as a condition precedent to any court action by the Contractor for the purpose of questioning such order, and the Contractor shall comply and continue to comply with such order until and unless a court orders or adjudges otherwise. Such orders of the Commissioner shall be in writing; but where time does not permit, such orders of the Commissioner shall be in writing; but where time does not permit, such orders of the Commissioner may be made orally and promptly confirmed in writing. Approval by the Commissioner of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility thereof; and such approval shall not be considered as an assumption of any risk or liability by the City or any officer, agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so approved.

5.19.20 Inspection

At any time, the Commissioner or his duly authorized representative may inspect the work performed for compliance with the Contract documents. The Contractor shall furnish all reasonable assistance required for the proper inspection of the work. Such inspection shall not relieve the Contractor from any obligation to perform the work strictly in accordance with the Contract documents.

Inspectors and other authorized representatives of the City shall not be intimidated or obstructed and shall be free at all times to perform their duties. Any intimidation or obstruction by the Contractor or its employees, after a warning notice by the Commissioner, shall be sufficient reason if the City so decides, to terminate the Contract.

5.19.21 Superintendence of Work

Continuous superintendence of all aspects of the work shall be provided by the Contractor through competent representatives. Upon the Contract Execution Date, the Contractor shall designate to the Commissioner in writing a representative in charge who shall be fully authorized to act for the Contractor and to receive whatever orders may be given for the proper prosecution of the work or notices in connection therewith. Subsequent changes in the designated representative shall be promptly reported to the Commissioner in writing.

The Contractor shall furnish and maintain all necessary safety equipment to provide adequate protection of persons and property.

5.19.22 Emergency Protection

Whichever, in the opinion of the Commissioner, the Contractor has not taken sufficient precaution for the safety and well-being of the public or the protection of structures or property, and whenever, in the opinion of the Commissioner, an emergency exists and immediate action is considered necessary, then the City with or without notice to the Contractor may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be done by the Contractor, and if the same is not paid on presentation of invoices, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage which may occur from his acts or omissions.

5.19.23 Force Majeure

Except for the following acts which destroy the Contractor's ability to perform:

- a) an Act of God.

- b) state of declared war, insurrection, civil commotion, or military or usurped power.
- c) any conditions, including subsurface conditions, strikes, vandalism, and criminal mischief, which are clearly beyond the control of the Contractor provided, however, that the Contractor shall exhaust every reasonable possible remedy to correct the condition and promptly report to the City in writing the circumstances which justify nonperformance.

the Contractor shall not be excused nor relieved from any act or responsibility of performance under the terms of the Contract.

In the event that a single Transfer Station should become inoperable for any of the above enumerated reasons, the City reserves the right to haul solid waste to the City's other Transfer Station and the Contractor shall be required to process all materials received at the applicable Tipping Fee until the inoperable Transfer Station is back in service.

The right of the City to damages sustained by reason of inability to perform and all other rights of the City shall not be prejudiced or affected except under the exceptions of a) through c) above.

In the event the Contractor's ability to perform is destroyed due to the acts set forth under the exceptions a) through c) above:

- (i) City shall have the right to take over performance of the Contract.
- (ii) The Contractor shall continue to perform and comply with all portions of this Contract with which it is possible for the Contractor to perform and comply; and the Contractor may be required to pay to and reimburse the City for excess cost incurred by the City in connection with or which arise from such nonperformance.

In the event the Facilities (or any improvements now or hereafter located thereon) are damaged by fire or other casualty, the same shall be repaired as quickly as is practicable by the Contractor. In the event of such damage, the Contractor shall undertake to repair the Facilities, and shall pursue the necessary work with all reasonable dispatch, in a manner consistent with sound construction methods, but the Contractor shall not be liable for any delays or interruptions as may be occasioned by strikes, casualties, inability to obtain critical materials, governmental regulations, or by any other causes or events beyond the control of the Contractor.

5.19.24 Collusive Agreements - Prohibited

Each Bidder(s) submitting a Bid for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form provided to the effect that the Bidder(s) has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted and also include therein compliance with Section 3.29, Milwaukee City Charter, such forms of affidavit being on file in the Office of the Commissioner.

Before executing any subcontract, the successful Bidder(s) shall submit the name of any proposed Subcontractor for prior approval and a non-collusive affidavit substantially in the form provided.

5.19.25 Time for Completion

The time specified for the completion of the work is of the essence of this Contract, and the Contractor shall not be entitled to claim performance of this Contract unless the work is satisfactorily completed in every respect within the time herein specified.

5.19.26 Law

This Contract shall be governed by the laws of the State of Wisconsin and jurisdiction over any dispute shall be in Wisconsin.

5.19.27 Assignment of Payments

All monies payable under the Contract, or any part thereof, will be paid to the Contractor in accordance with the provisions of this section, and no assignment or order executed by the Contractor directing payment of any portion or all of such funds to any other person or persons will be recognized by the City unless such assignment or order is given and shall have attached thereto, by endorsement or otherwise, the consent of the surety, and any designated assignee. No such assignment or order shall be binding on the City.

5.19.28 Audit

The Contractor shall provide to Commissioner and City Comptroller pertinent financial data relative to performance under this Contract.

The Contractor shall install and maintain, separately, complete records and accounts of all revenues and expenses relating to work performed under this Contract, and any associated waste reclamation operations. Said records and accounts shall be kept in accordance with generally accepted accounting principles and conform as far as possible to the requirements of the City Comptroller and the Commissioner and shall at all reasonable times be open to inspection by the City Comptroller or his designee.

A certified audit shall be made annually of such books and accounts by an independent firm of certified public accountants acceptable to the City Comptroller. Not later than 4 months after the close of each calendar year, a report of such audit shall be furnished to the Commissioner and the City Comptroller.

Such audit shall be prepared in accordance with generally accepted auditing standards and the report shall contain:

- (1) Complete financial statements presenting fairly the financial position and the results of operations under this Contract including balance sheets, income statements, and statement of cash flows.
- (2) The auditors' unqualified opinions on such financial statements.
- (3) Complete footnote disclosure as required by the American Institute of Certified Public Accounts.
- (4) The auditor's comments regarding the manner in which the Contractor has carried out the requirements of the Contract, effectiveness of internal controls, and the auditor's recommendation for any changes or improvements.
- (5) A list of the insurance policies in force at the end of the calendar year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.
- (6) The quantity of solid waste received during the calendar year by categories as established by the Commissioner.

- (7) The auditor's comments as to Contractor compliance with the provisions of Section 5.17, Employment of Labor, and Section 7, Disadvantaged Business Enterprise Provisions and Residents Preference Program Provisions.

All expenses incurred in the making of audits required in this section shall be paid by the Contractor. The Contractor further agrees to furnish a copy of each such audit report to the Commissioner and the City Comptroller and said City officers shall have the right to discuss with said auditors the contents of the audit and to obtain such additional information as it or they may reasonably require.

5.19.29 Conflict of Interest

- a. **Interest in Contract.** No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
- b. **Interest of Other Public Officials.** No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- c. **Interest of Contractor and Employees.** The Contractor covenants that no person described in Section 5.21.27, A and B above, who presently exercises any functions or responsibilities in connection with the Contract has an personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any conflicting interest shall be employed. An interest on the part of the Contractor or his employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.
- d. Any entity that has acted as an agent of the City in the formation of this bid will not be eligible to be party to this contract for a period of one year.

SECTION 6.0

BID FORMS

**SECTION 6
BID FORMS**

INVITATION TO BID

Commissioner of Public Works
Phone: 414-278-3311

CITY OF MILWAUKEE
Department of Public Works
Room 516 - Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202-3684

Official Notice No. 165
Project(s) _____

Sealed Bids for the work, material, labor, and services hereinafter described will be received at the Office of the Commissioner of Public Works, Room 507, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than Thursday, January 22, 2004, at 10:30 a.m. local time.

I M P O R T A N T

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 and Official Notice No. 165.

Your Bid must meet all the requirements of the Bid Specifications 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. §12101, et seq.

The Bid must be signed as set forth in the General Requirements and must comply with all the provisions 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 time above specified will not be opened and read and will be deemed rejected.

BID PROPOSAL
DEPARTMENT OF PUBLIC WORKS
ROOM 516 - MUNICIPAL BUILDING
841 NORTH BROADWAY
MILWAUKEE, WISCONSIN 53202

BID PROPOSAL TO THE COMMISSIONER OF PUBLIC WORKS OF THE CITY OF MILWAUKEE, WISCONSIN

THE UNDERSIGNED BIDDER, Pursuant to Official Notice No. 165 and having examined the Bid Specifications including: General Information; Transfer Stations Operation Specifications; Self-Help Centers Operations Specifications; Submittal Requirements; General Requirements; Bid Forms; Emerging Business Enterprise Forms; Residency Forms; Contract Forms; and Attachments comprising Lincoln Avenue Transfer Station Design Plans, Self-Help Centers Site Plans, Lobbying Provisions, Waste Quantities, Site Lease, and all addenda thereto; and being familiar with the conditions to be met and fully understanding the extent and character of the work covered by this Bid proposal and all other factors and conditions affecting or which may be affected by the work,

HEREBY SUBMITS THE FOLLOWING BID PROPOSAL FOR PROVISION OF TRANSFER STATIONS AND SELF-HELP CENTERS OPERATION WITH ASSOCIATED HAULING AND DISPOSAL SERVICES FOR THE CITY OF MILWAUKEE FOR THE TERM OF THE CONTRACTS WHICH WILL BE FROM CONTRACT AWARD UNTIL JUNE 30, 2011, WITH THE CITY'S SOLE OPTION TO RENEW FOR UP TO THREE 1-YEAR PERIODS, AND FOR THE PRICES SET FORTH HEREIN.

The undersigned Bidder deposits herewith an approved licensed surety corporation Bid Bond, certified check, or cashier's check in the amount of 10 percent OF THE BID PRICE and hereby agrees that in the event the undersigned Bidder shall fail to execute in quadruplicate the Contract with approved licensed surety corporation bound thereto and return the same to the office of the Commissioner of Public Works within 10 calendar days after the date appearing upon the written notice of Bid acceptance by the Commissioner, or extension thereto as the Commissioner may deem reasonable, then such bond shall be prosecuted in the name of the City of Milwaukee, and judgment recovered thereon for the full amount of the penalty thereof as liquidated damages, in any court having jurisdiction of such actions, otherwise the Bid Bond shall be void.

**City of Milwaukee
Bid Proposal**

**Official Notice No. 165
Notice to Bidders**

For provision of Transfer Stations and Self-Help Centers, Hauling and Disposal Services for the City of Milwaukee. Bid prices will escalate per the provisions in Section 1.

Bidder shall complete the Work in accordance with the Bid Specifications for the following prices:

Unit Price Schedule

<u>No.</u>	<u>Estimated Quantity and Item</u>	<u>Unit Price</u>	<u>Total</u>
A.	300,000 tons/year, Operation of City-Owned Transfer Stations and Self-Help Centers, to process, haul, and dispose of solid waste	\$ _____	\$ _____ /year
B.	30,000 tons/year, Yard Waste to process, haul, and compost	\$ _____	\$ _____ /year

C. BID PRICE (Summation of Bid Items)

C = A + B = _____ /year

C = A + B = _____ (dollars-written in words)

Unit prices have been computed in accordance with Section 1.4 of the Bid Specification.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Bid Specification.

The Bid Price shall be written out in words and also entered in figures. In case of variation, the written price will prevail.

D. Variable Cost

Bidder shall provide the estimated percent of the Bid Price to be allocated to the variable cost as defined in Section 1 of the Bid Specification. The Annual Variable Cost will be computed based on the annual quantities received multiplied by the variable cost percentage of the tipping fee times the tipping fee unit prices for all materials processed under this contract.

Variable Cost as a percentage of the tipping fee _____ percent

E. Total Contract Price

E = \$ _____ 7-year total
(leave blank, to be calculated by the City)

(dollars-written in words)

Total contract price will be calculated by the City in evaluating the bids. Total contract price will be calculated according to Section 1.4.1 of the Bid Specifications.

After opening Bids, the Commissioner shall award the Contract to the competent, reliable, responsible, and responsive qualified Bidder submitting the lowest total Contract price.

F. Operating Cost

Bidder shall provide the estimated percent of the tipping fee to be allocated to the operating cost as defined in Section 1 of the Bid Specification. The Annual Operating Cost will be computed based on the annual quantities received multiplied by the operating cost percentage of the tipping fee unit prices for all materials processed under this contract.

Operating Cost as a percentage of the tipping fee _____ percent

Alternates

Include the following alternates as described in Section 1.4 of the Bid Specification.

Unit Price Schedule for Alternate Bid Items:

<u>No.</u>	<u>Estimated Quantity and Item</u>	<u>Unit Price</u>	<u>Total</u>
A-1	800 tons of tires/year to process, haul, and recycle	\$ _____	\$ _____
A-2	13,500 tons/year clean fill, concrete, and rock to process, haul, and dispose or recycle	\$ _____	\$ _____
A-3	4,200 tons/year catch basin debris to solidify suitable for landfilling, process, haul, and dispose	\$ _____	\$ _____
A-4	800 tons/year logs to process, haul, and recycle/reuse	\$ _____	\$ _____

All bid prices must be entered in words and in numerals. In case of variation, the words will prevail.

NOTE: In case of discrepancy between the total indicated in the proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices 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.

EMERGING BUSINESS ENTERPRISE, 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 Emerging Business Enterprise (EBE) Program, 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 EBE participation on this project is _____ % of the Annual Operating Costs.

The bidder's commitment for Resident Preference Program Participation on the project is _____ % of the workers' hours relative

The bidder's commitment for Apprenticeship Program participation on this project is: _____ to the Annual Operating Costs
Apprentice(s) from XX of the following trade(s) are to be employed.
Apprenticeship Program is not applicable to this contract.

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.

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.

If a Corporation answer the following:

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

Incorporated under laws of what state? _____

Telephone No. _____

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

Address _____

ZIP CODE _____



MUST BE SIGNED

Signed per _____
(Manual signature required)

Official Capacity _____

BID DATED _____

EBE Contractor Yes _____ No _____

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.29 (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)

(Address)

Subscribed and sworn to before me this

_____ day of _____, 20____

(Notary Signature)

Notary Public, _____ County

State of _____

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
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)

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

AFFIDAVIT

**STATE OF WISCONSIN }
MILWAUKEE COUNTY } SS**

.....

being first duly sworn, on oath deposes and says that he is
(Attorney-in-Fact or Agent)

of
(Surety)

surety on the within bid bond executed by

Affiant further deposes and says that no city official or city employee of the City of Milwaukee has any interest, directly or indirectly in, or is receiving any premium, commission, fee or other thing of value on account of, the sale or furnishing of said bid bond.

.....

Subscribed and sworn to before me this

..... day of 20

.....
Notary Public, Milwaukee County, Wisconsin

My commission expires

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)

Notary Public, _____ County

State of _____

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

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the City of Milwaukee's Request for Bid No. _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, the bidder asks that certain pages, as indicated below, of this bid be treated as confidential material and not released without the bidder's written approval. Therefore, I am providing the following information with the express understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Bidders are cautioned that the ENTIRE BID MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY.

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the bid response may mean that all information provided as part of the bid response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The City of Milwaukee as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The City of Milwaukee will notify any bidder if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for bid will be handled in accordance with applicable City of Milwaukee procurement regulations. A bidder responding to this bid should not include any proprietary information as part of its bid unless the bidder 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the City of Milwaukee, Department of Administration, Business Operations Division and 2) identifies the specific information when it occurs within the bid.

The City of Milwaukee's preference is for the bidder to segregate all information designated as confidential into one section of the Request for Bid and/or a separate document for easier removal to maintain its confidential status. The response to the bid should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the bid and all documentation become the property of the City of Milwaukee, Department of Administration, Business Operations Division.

Generally, bids are available for public review after the City of Milwaukee, Department of Administration, Business Operations Division has awarded a contract.

PARENTAL GUARANTEE - DISPOSAL FACILITIES

This is an agreement of guarantee by _____ ("guarantor"), to the City of Milwaukee, a municipal corporation ("City"), of performance of certain obligations contained in the contract for provision of Transfer Stations(s) and Self-Help Center(s) operation, with associated hauling and disposal services for the City of Milwaukee.

In consideration of the award of said contract to _____, guarantor guarantees, for the life of the contract, including extensions, a disposal facility or facilities for solid waste sufficient to meet the requirements of Section 1.7 of the bid specifications and all related contractual provisions, will be available to _____ for the purpose of performing said contract. This guarantee is binding on the guarantor's successor's and assigns.

(Signature)

(Date)

Note: (Additional signature blocks shall be provided by all joint ventures)

PARENTAL GUARANTEE - FINANCIAL QUALIFICATIONS

This is an agreement of guarantee by _____ ("guarantor"), to the City of Milwaukee, a municipal corporation ("City"), of performance of the contract for provision of Transfer Stations(s) and Self-Help Center(s) operation, with associated hauling and disposal services for the City of Milwaukee.

In consideration of the award of the above contract to _____, the guarantor guarantees to the City performance of said contract, according to its provisions, terms, and conditions. This guarantee is binding on the guarantor's successor's and assigns.

(Signature)

(Date)

Note: (Additional signature blocks shall be provided by all joint ventures)

SECTION 7.0

EBE FORMS/RESIDENCY FORMS

City Of Milwaukee

Department Of Public Works

Emerging Business Enterprise Provisions

I. General

- A. In accordance with Chapter 360 of the Milwaukee Code of Ordinances, Emerging Business Enterprise (EBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified EBEs be utilized for 18% of the total dollars annually expended through prime contracts or subcontracts. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize EBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum 21 % EBE participation of the Annual Operating Costs. The 21% EBE participation is to be achieved each year.
- B. The prime contractor shall prepare and submit accurate and timely EBE utilization forms and reports to the Department of Public Works. The reports shall include, but not be limited to, project participation (Form A), monthly utilization (Form D), and EBE 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 EBE utilization reports and EBE 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. "EMERGING BUSINESS ENTERPRISE" (EBE) means a small business concern that is owned, operated and controlled by one or more individuals who are at a 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. "INDIVIDUAL AT A DISADVANTAGE" means a person who is a citizen or lawful permanent resident of the United States and who has experienced and who continues to experience substantial difficulty in achieving business-related success as defined in subsection 5 of Chapter 360 of the Milwaukee Code of Ordinances.
- C. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
1. A sole proprietorship legitimately owned and operated and controlled by an individual as defined in subsection 12.
 2. A partnership or joint venture legitimately owned, operated and controlled by 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.

3. A corporation legitimately owned, operated and controlled by one or more individuals who are 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.

III. EBE Utilization Requirements

- Annual Operating Costs.
- A. Each prime contractor shall utilize EBE to a minimum of 21 % on this contract. Note that the prime contractors shall be required to attain EBE participation on their base bid excluding specified allowances, alternatives, and change orders. EBE commitments relative to contract award shall be based upon the approved EBE Participation Form (Form A).
- B. The determination of EBE utilization shall be based on the following criteria:
1. The firms identified as EBE by the prime contractor on the EBE Participation Form must be certified by the Emerging Business Enterprise Program prior to bid opening.
 2. The prime contractor shall be credited for the entire expenditure to EBE firms only if all of the identified scope of work is performed directly by the certified EBE firm.
 3. The prime contractor shall be credited for the entire expenditure to EBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the EBE goals may be expended for EBE suppliers that do not manufacture products they supply.
 4. The prime contractor shall count toward the EBE requirement only those payments to EBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an EBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an EBE 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 EBE, the full amount of the work performed by that third tier EBE can be counted toward EBE participation. However, if the third party subcontractor is not an EBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-EBE subcontractor. EBEs 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 EBE requirement. The Commissioner of Public Works will make the final determination and evaluation of whether the EBE is performing a commercially-useful function.
- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 360 and knows of and intends to comply with them. The completed EBE Participation Form (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the date of the bid opening.
1. Information on Form A shall include, but not be limited to:
 - a. The names, addresses, telephone numbers and contact person names for the certified EBE contractors that will participate on the project as subcontractors or suppliers;
 - b. A description of the scope of work to be performed by the EBE on this project; and
 - c. The EBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
 2. Listing an EBE on the Participation Form shall constitute a representation that the contractor has communicated directly with the EBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.

3. EBE participation is an element of bid responsiveness. Failure to meet the specified EBE 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 EBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
4. Only EBEs that have been certified by the Emerging Business Enterprise Program may be listed on the EBE Participation Form and counted towards the percentage requirements on this project. A listing of the currently City certified EBE firms is maintained at:

Emerging Business Enterprise Program Office
200 East Wells Street
City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752

- D. After execution of the contract, if for any reason an EBE cannot perform, the prime contractor shall contact the Commissioner of Public Works for approval to substitute another certified EBE 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-EBE firm may be substituted with the approval of the Commissioner of Public Works.
- E. If the prime contractor has a problem in meeting the EBE requirements or if any other problems relative to EBE(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 Emerging Business Enterprise Program 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 Emerging Business Enterprise Program. Following the opening of any bid involving a determination under applicable City ordinances for participation of Emerging Business Enterprises, 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 Emerging Business Enterprises 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 Emerging Business Enterprise Program 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.

**CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS
EBE PARTICIPATION FOR SUBCONTRACTORS/OR MATERIAL SUPPLIERS**

PRIME CONTRACTORS NAME: _____ OFFICIAL NOTICE NUMBER: _____
 DATE: _____ TOTAL BID AMOUNT: _____ TOTAL EBE AMOUNT: _____

Please list all proposed subcontractor(s)/or material supplier(s) for this project. Bidders obligation to solicit EBE participation. I/We propose to utilize the following subcontractor(s)/or material supplier(s):

EBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	SUBCONTRACTOR OR SUPPLIER	WORK PERFORMED/ MATERIAL SUPPLIED	% OF BID	AMOUNT	AUTHORIZED EBE(S) OWNER/ REPRESENTATIVE SIGNATURE OF ACKNOWLEDGEMENT
1. _____					

2. _____					

3. _____					

4. _____					

5. _____					

CONTRACTOR: _____ DATE: ____/____/____
 (SIGNATURE & TITLE REQUIRED)
 REVIEWED BY - _____ DATE: ____/____/____
 EBE ANALYST: _____ DATE: ____/____/____
 DEPARTMENT OF PUBLIC WORKS: _____ DATE: ____/____/____

OFFICE USE ONLY -
 PROJECT SUMMARY: _____
 (REV. 10/16/02) Form D

DIRECTIONS FOR EBE MONTHLY REPORT (FORM D)

1. List the month that the report is being submitted. **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 official Purchase Order or Contract Number, as represented on the contract or purchase order.
6. List the 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. Prime contractor's total dollar amount paid to each EBE firm(s), for the month being reported, for service performed and/or materials supplied.
11. List the EBE percentage on this project and the EBE dollar amount.
12. List the name of 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.

Ref: EBEPCentral/EBEForms/FormD.doc

City Of Milwaukee
Department Of Public Works
Emerging Business Enterprise (EBE)
Subcontractor Payment Certification

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

-SUBCONTRACTOR EXECUTES-

Section A - EBE Company Officer Completes For Payment That Has Been Received

Subcontractor Name _____

Official Notice No. _____ Project No. _____

DPW Contract No. _____

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

Dated _____ Signed _____

Printed Name & Title _____

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

***Section B - Prime Contractor and EBE Company Officers Complete If Full Payment Has Not Been Made to the
EBE Subcontractor and a balance remains to be paid.**

Prime Contractor _____

Subcontractor _____

Official Notice No. _____ Project No. _____

DPW Contract No. _____

I hereby certify that I will pay \$ _____ to _____
for subcontract work on the above project.

Dated _____ Signed _____

Acknowledged: Printed Name & Title _____
Prime Contractor

Signed _____

Printed Name & Title _____
EBE Subcontractor

PROPOSED RESIDENT/APPRENTICE UTILIZATION FORM

This is a preliminary statement of proposed workforce needs where known

Official Notice # _____ Project # _____ Contract # _____

Contractor _____

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

NAME and ADDRESS of Target Area Residents:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NAME and ADDRESS of Apprentices:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

City of Milwaukee

Department of Public Works

Residents Preference Program Provisions

I. General

- A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of Public Works. The ordinance requires that 25% of worker hours be performed by unemployed residents of the special impact area 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 25% on specific contracts. For this contract, bidders are required to show that a minimum 25 % of worker hours will be performed by unemployed residents of the special impact area.
- B. 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 names, addresses, race, gender, work classification, and hours worked of all employees utilized on the contract. The contractor, prior to commencing work, shall submit an affidavit (Form I) with proof of residency from employees utilized to meet the residency requirements stating that the employee is both unemployed and is a resident of the special impact area. 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.
- 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 special impact area within the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the special impact area. Mere ownership of 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. SPECIAL IMPACT AREA – That portion of the City of Milwaukee designated as such by the Federal Economic Development Administration which is identified by census tracts or maps maintained at the offices of the City Clerk and the Commissioner of Public Works. (map attached)
- C. UNEMPLOYED – a resident that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days. A resident will continue to qualify as unemployed for five (5) years from the date he or she first participates in a contract under Chapter 309.

III. Residency Utilization Requirements

- A. The contractor shall utilize unemployed residents of the special impact area in a minimum amount equal to the percentage of the worker hours stated in paragraph IA above. Worker hours, as specified herein, shall include work performed by persons filling apprenticeship and on-the-job training programs.
- B. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 309 and knows of and intends to comply with them.
- C. The contractor shall maintain personnel records listing the names, addresses, race and gender of its 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 special impact area. These records shall be maintained for three (3) years after the contractor has received final payment under the contract and shall be made available to the Commissioner of Public Works upon reasonable notice.
- D. Compliance with these 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 award to the next apparent low bidder.
- E. The City recognizes the following two organizations which can be contacted for access to trained or qualified workers from the impact area. Other organizations or sources of qualified residents can be used at the bidder's discretion.
 - 1. Esperanza Unida (EU), located at 1329 West National Avenue, Milwaukee, WI 53204. Telephone number 414-671-0251 Ext. 125, fax number 414-383-7392.
 - 2. Milwaukee Urban League, located at 2800 West Wright Street, Milwaukee, WI 53210. Telephone number 414-374-5850 Ext. 103, fax number 414-374-1995.
- F. A Community Development Block Grant area resident, if an apprentice, qualifies as eligible for five (5) years from the date the apprenticeship began. If a current resident worker becomes an apprentice, they could continue to have their hours counted for an additional five years.

- G. 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. See Insert "A"
- H. 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 Emerging 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.

Insert "A"

The resident preference program should be reached over the life of the Contract. There is no need to layoff people to meet the goal. Contractor progress on meeting the resident goal will be reviewed annually by the City. By year four of the Contract, the required resident participation level should be reached. Any shortfall in resident participation during the first three years (or any subsequent years) must be made up over the life of the Contract.

Contractor Name

DPW Contract No.

**Employee Affidavit
Residence Preference Program**

I certify to the City of Milwaukee that I have seen the map on the reverse side of this form and that I am a resident of the CDBG area residing at:

I further certify that this is the area where I maintain my permanent residence and is the location where I vote, pay personal income tax, obtain my driver's license, etc.

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

_____ Copy of my voter's certification form.

_____ Copy of my last year's Form 1040.

_____ Copy of my current Wisconsin Driver's License.

Finally, 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.

Printed Name

Sign Name

Social Security Number

Home Telephone Number

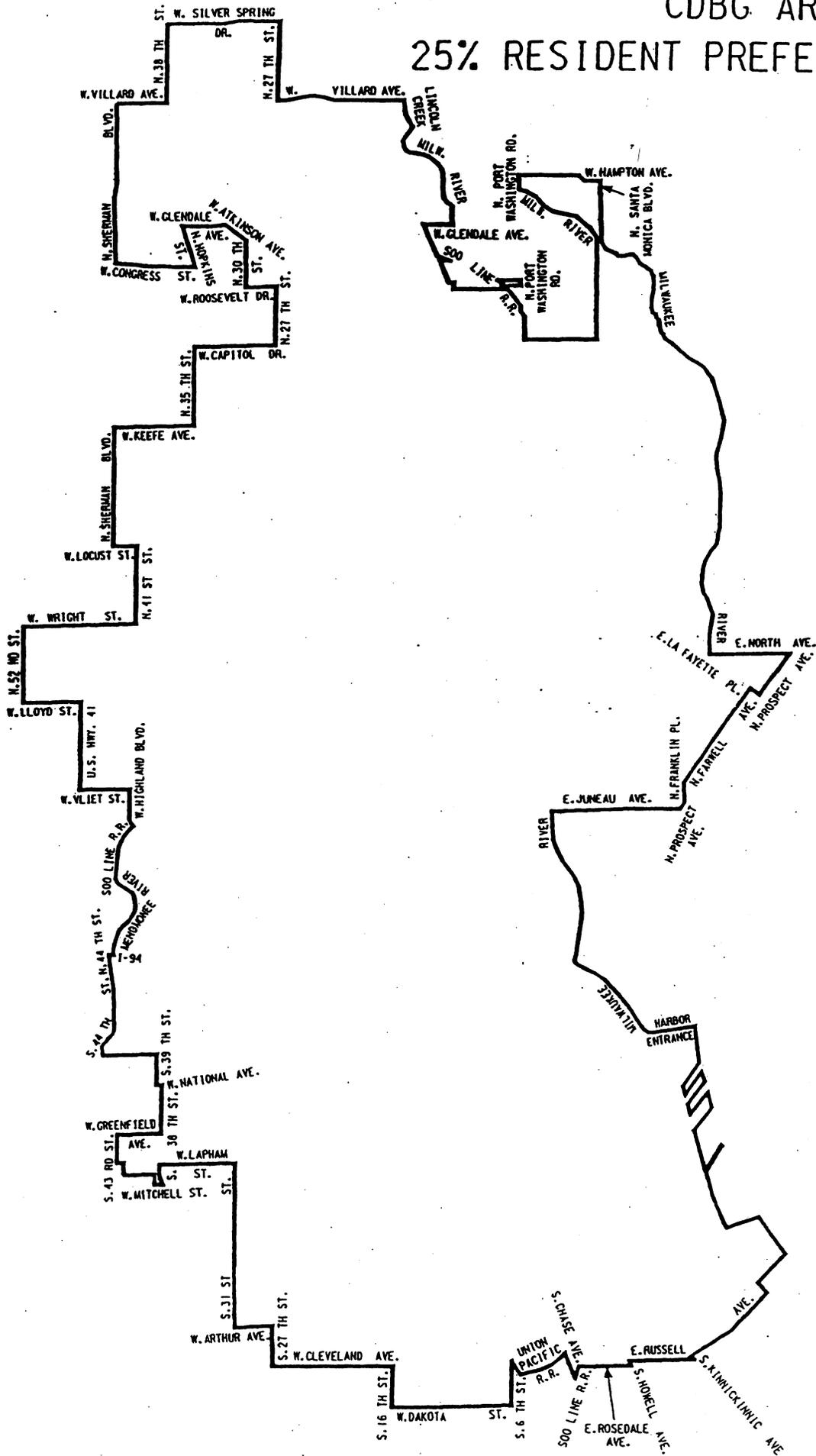
Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

Notary Public Milwaukee County

CDBG AREA 25% RESIDENT PREFERENCE PROGRAM



LAKE MICHIGAN

ATTACHMENT 1

**LINCOLN AVENUE TRANSFER STATION AND INDUSTRIAL ROAD TRANSFER STATION
SITE PLANS**

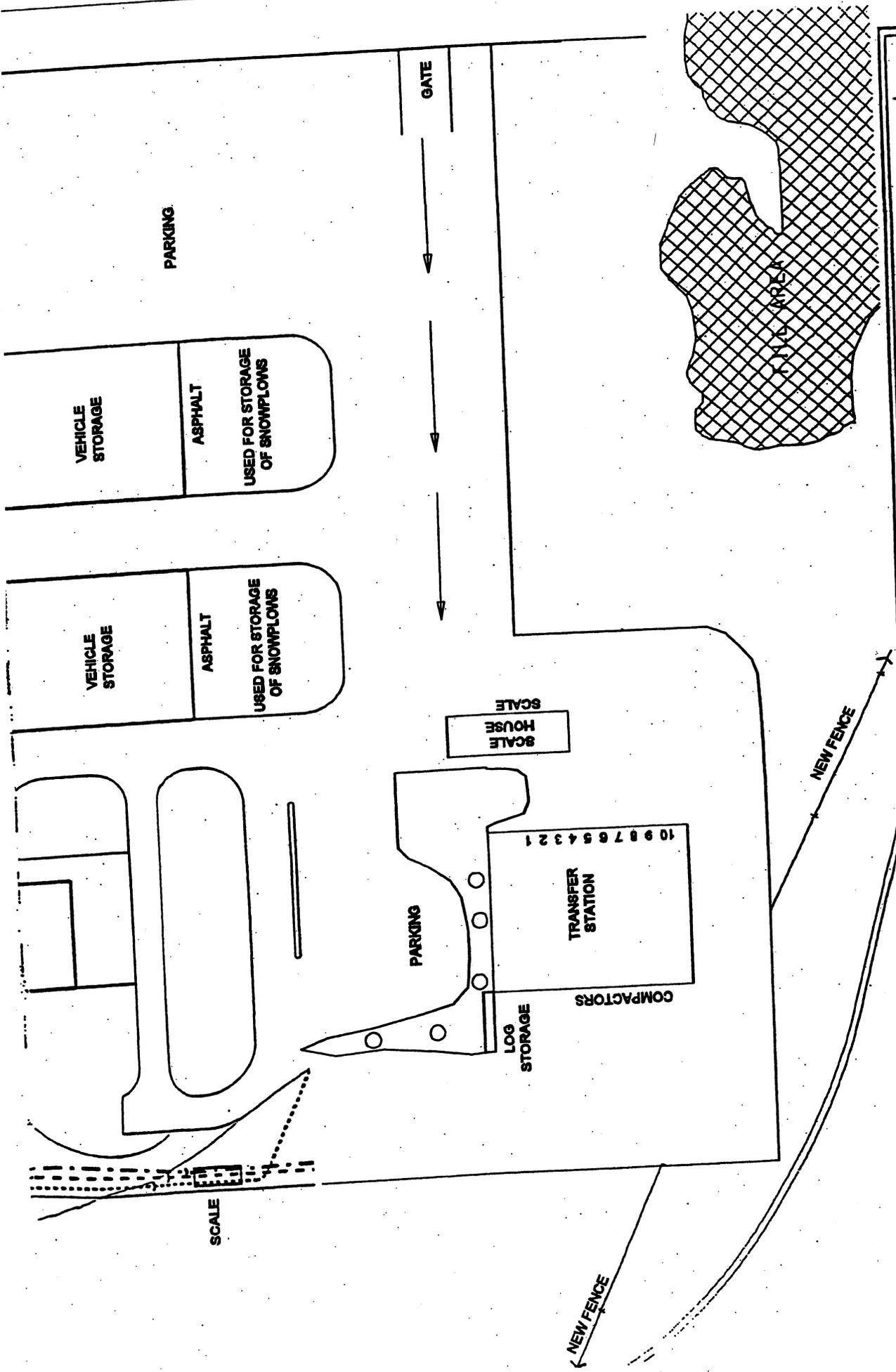


figure 2-2

LINCOLN AVENUE TRANSFER STATION PLAN



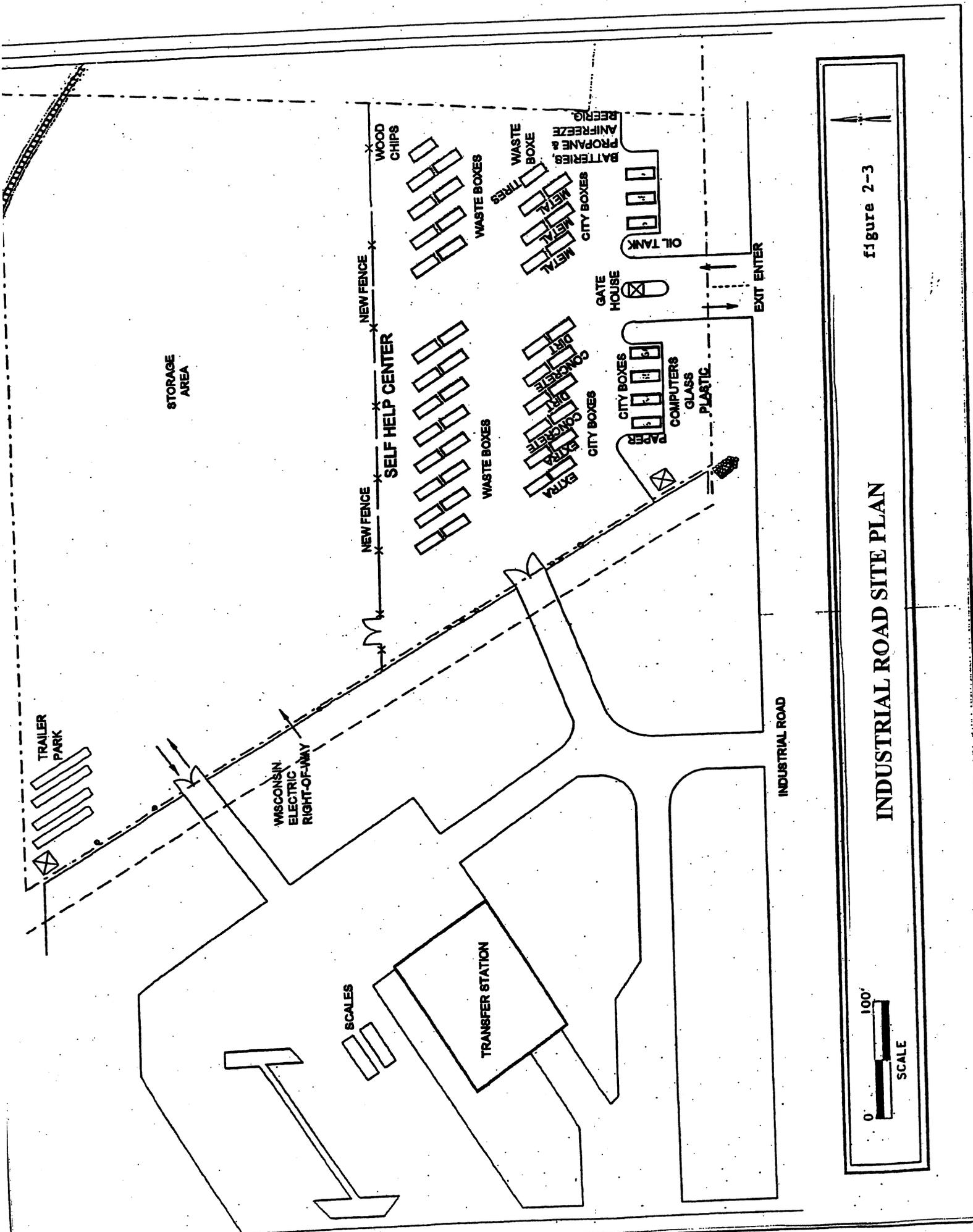


figure 2-3

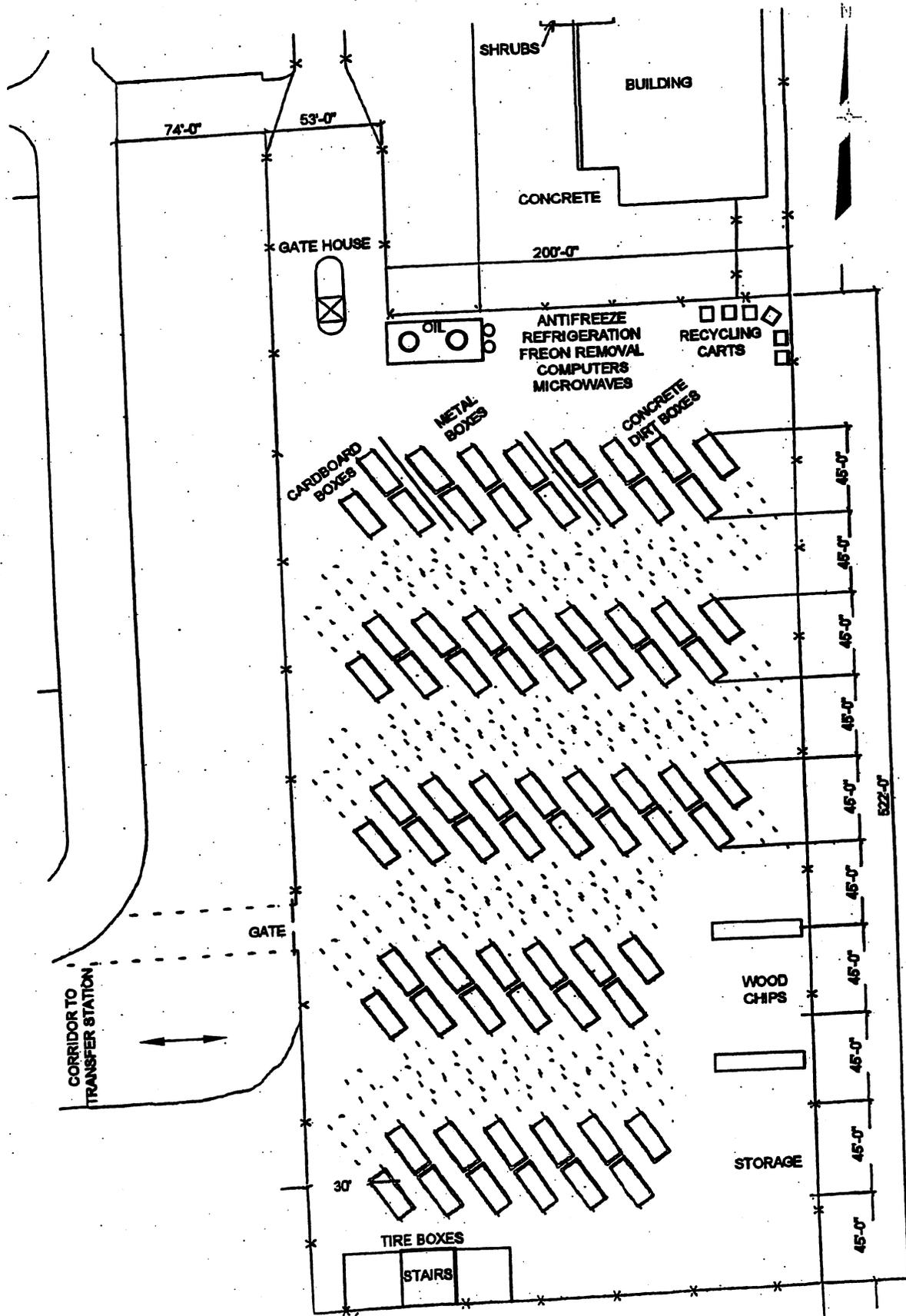
INDUSTRIAL ROAD SITE PLAN



ATTACHMENT 2

SELF-HELP CENTER SITE PLANS

Lincoln Ave. Self-help Center



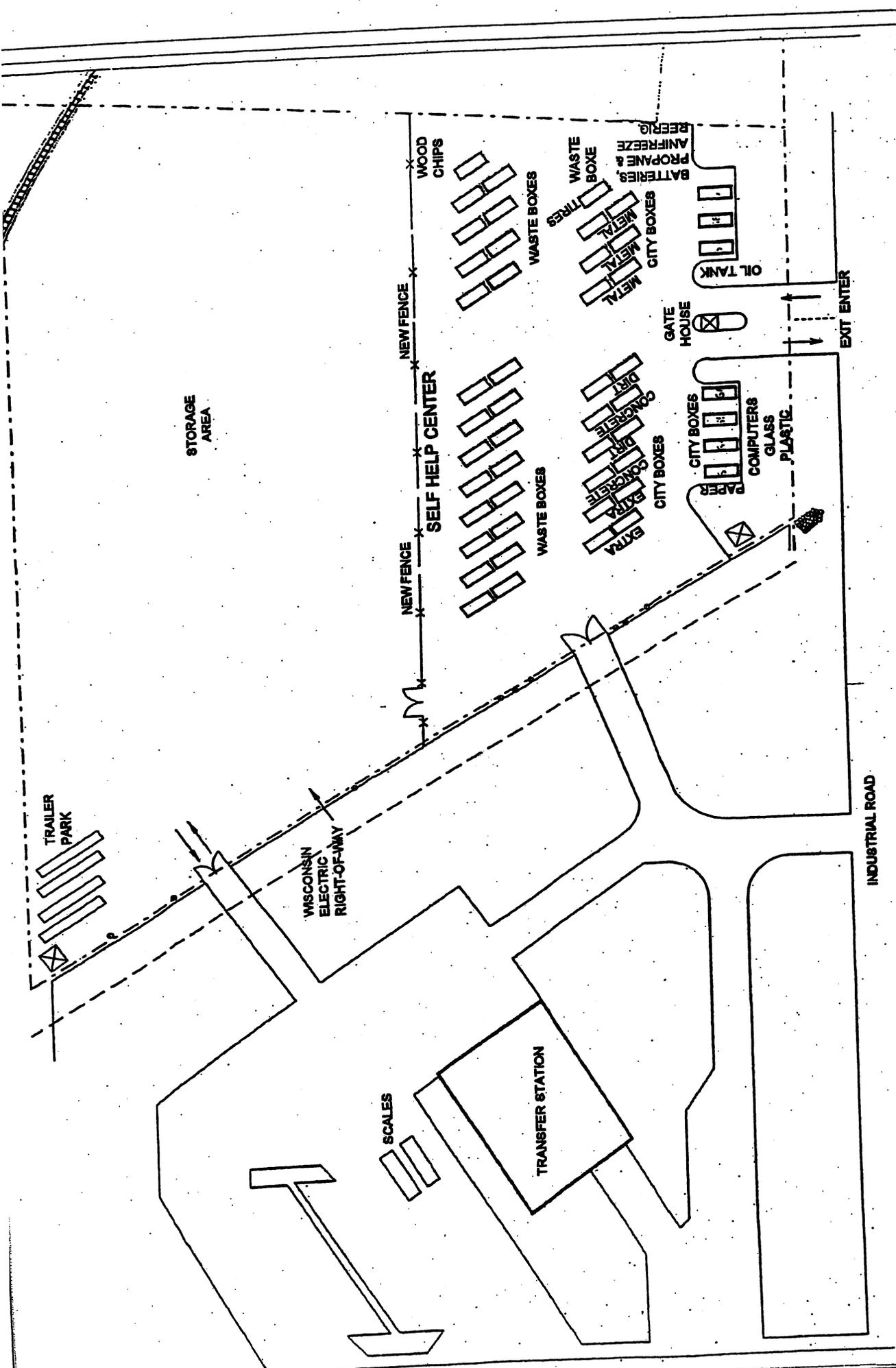


figure 2-3

INDUSTRIAL ROAD SITE PLAN



ATTACHMENT 3
WASTE QUANTITIES

2001 City Solid Waste Tonnage
City Of Milwaukee, Wisconsin

Month	Location	Other	Residential	Special Services	Contam. Recyc.	Brush	Leaves	Self-Help	Self-Help Grass	Self-Help Brush	Weekend Boxes	Sweep Boxes	Spec. Events	Skid Loader	River Skimmer	ICUP	Totals
Jan	LINC	29.26	10717.90	906.70	11.79	0.87	1510.23	1.01	11.87	17.36	13.59	0.00	0.00	1580.35			14769.98
	IND	74.49	5321.61	359.15	7.43	0.87	841.99	1.01	29.25	13.59	0.00	0.00	0.00	226.53			6862.17
	Total	103.75	16039.51	1265.85	19.22	1.74	2352.22	2.02	41.12	51.11	27.18	0.00	0.00	1806.88	0.00	0.00	21632.15
Feb	LINC	31.51	9072.83	541.48	5.11	2.03	1225.33	0.84	9.00	9.00	0.00	0.00	0.00	895.98			11787.20
	IND	79.47	4338.78	412.98	5.11	23.25	705.56	0.84	13.98	0.00	0.00	0.00	0.00	202.97			5777.09
	Total	110.98	13411.61	954.46	10.22	25.28	1930.89	1.68	22.98	13.98	0.00	0.00	0.00	1098.95	0.00	0.00	17564.29
Mar	LINC	111.75	11067.07	629.70	17.01	8.43	2041.57	8.05	61.85	1326.44	705.34	0.00	0.00	1085.35			16357.22
	IND	82.88	5347.80	550.20	14.56	34.56	1238.99	103.51	229.15	0.00	0.00	0.00	0.00	229.15			8308.05
	Total	194.63	16414.87	1179.90	31.57	42.99	3280.56	8.05	165.36	1326.44	705.34	0.00	0.00	1314.50	0.00	0.00	24665.27
April	LINC	88.37	11351.61	1063.68	11.47	175.37	2711.47	54.92	242.66	401.54	1067.02	842.28	0.00	842.28		359.84	18010.39
	IND	170.37	5482.64	796.37	9.62	106.25	1423.03	108.53	245.47	202.00	837.41	205.04	0.00	205.04		30.94	9586.73
	Total	258.74	16834.25	1860.05	21.09	281.62	4134.50	163.45	488.13	603.54	1904.43	1047.32	0.00	0.00	1047.32	0.00	390.78
May	LINC	139.16	12994.80	798.54	18.71	267.97	2955.35	223.01	328.80	496.56	709.65	430.06	0.00	430.06		12.22	10866.78
	IND	144.01	6505.90	566.10	4.88	228.16	1659.58	245.30	246.00	297.01	539.78	1115.19	0.00	1115.19		353.10	20047.74
	Total	283.17	19500.70	1364.64	23.59	496.13	4614.83	468.31	574.80	793.57	1249.43	1545.25	0.00	1545.25	0.00	365.32	30914.52
June	LINC	192.47	12708.93	652.98	17.86	524.51	3122.56	200.13	416.09	284.57	413.37	1261.00	0.00	1261.00		3.65	19776.22
	IND	221.58	6374.77	532.03	11.28	232.98	1703.26	193.41	304.39	246.07	363.58	366.68	0.00	366.68		1562.33	10550.03
	Total	414.05	19083.70	1185.01	29.14	757.49	4825.82	393.54	720.48	530.64	776.95	630.25	0.00	630.25	0.00	1562.33	30326.25
July	LINC	240.39	11997.64	609.86	3.75	457.38	3.08	2685.49	88.13	319.11	457.38	286.82	0.00	1588.14	8.84	0.00	18746.01
	IND	286.99	5960.08	589.79	11.06	287.87	1494.24	70.45	255.52	306.47	188.64	310.16	0.00	310.16		0.00	9761.07
	Total	527.38	17957.72	1199.65	14.81	745.05	4179.73	158.58	574.63	763.85	475.46	1898.30	0.00	1898.30	8.84	0.00	28507.08
Aug	LINC	422.35	13147.30	736.13	4.17	366.31	2762.72	138.89	294.65	307.54	325.48	1718.57	0.00	1718.57		0.00	20223.11
	IND	377.60	6412.14	548.77	11.34	244.03	1386.23	102.93	205.26	222.85	197.00	370.22	0.00	370.22		0.00	10098.37
	Total	799.95	19559.44	1284.90	15.51	609.34	4158.95	241.82	499.91	530.39	522.48	2088.79	0.00	2088.79	0.00	0.00	30311.48
Sep	LINC	476.37	11230.95	620.05	3.78	315.74	2552.81	134.44	223.77	378.12	274.68	1314.38	0.00	1314.38		0.00	17525.19
	IND	153.54	5582.32	412.40	3.33	322.84	1286.14	114.97	186.72	253.68	190.48	256.26	0.00	256.26		0.00	8762.67
	Total	629.91	16813.27	1032.45	7.11	638.58	3839.95	249.41	410.49	631.81	465.14	1570.64	0.00	1570.64	0.00	0.00	26287.86
Oct	LINC	354.21	12159.62	600.93	22.44	397.55	3498.20	2703.31	124.85	205.88	340.12	270.46	0.00	1581.55		0.00	22259.12
	IND	121.76	6034.04	408.10	8.86	320.38	2863.98	1295.82	99.88	115.76	300.29	270.46	0.00	1581.55		0.00	11499.87
	Total	475.97	18193.66	1009.03	31.30	717.93	6362.18	3999.13	224.73	321.64	670.41	540.92	0.00	3163.10		0.00	33757.99
Nov	LINC	292.47	11044.75	580.11	19.88	343.25	4620.91	2354.52	83.38	151.28	15.45	68.38	0.00	1335.14		0.00	20909.82
	IND	93.25	5576.61	417.04	1.70	205.93	3245.86	1263.76	78.88	97.89	1.44	73.32	0.00	201.14		0.00	11256.62
	Total	385.72	16621.36	997.15	21.58	549.18	7866.77	3618.28	162.26	249.17	16.89	74.79	0.00	1536.28	0.00	0.00	32166.44
Dec	LINC	152.37	9025.71	617.66	4.67	130.85	137.73	1774.49	24.49	45.09	235.55	244.93	0.00	652.20		0.00	13100.59
	IND	86.03	4603.84	296.21	2.45	128.52	8.96	1108.19	8.54	70.52	244.93	480.46	0.00	190.47		0.00	21454.00
	Total	238.40	13629.55	913.87	7.12	259.37	148.69	2882.68	33.03	115.61	0.00	480.46	0.00	1142.67	0.00	0.00	19847.59
Yearly Total:		4422.65	204059.74	14247.02	227.15	5121.60	14392.69	43817.74	2105.03	4163.25	4434.69	8318.29	0.00	18256.81	12.49	2316.43	323577.50

28147.94 297786.09 25791.41

2316.43 323577.50

12.49 2316.43 323577.50

0.00 18256.81

0.00 8318.29

4434.69 8318.29

2105.03 4163.25

43817.74 2105.03 4163.25

4422.65 204059.74 14247.02 227.15 5121.60 14392.69 43817.74 2105.03 4163.25 4434.69 8318.29 0.00 18256.81 12.49 2316.43 323577.50

Terminology:
 Other- General category for miscellaneous
 Residential- Single family and apartments
 Special Services- City pick up of bulky material
 Contam. Recyc.- Contaminated recycling material
 Brush- City curbside pickup of residential brush.
 Leaves- City pick up of residential leaves
 Self-Help- Citizen drop off at self-help centers
 Self-Help Grass- Citizen drop off of grass
 Self-Help Brush- Citizen drop off of brush
 Weekend boxes- Neighborhood boxes
 Sweep Boxes- Street Sweeping
 Spec. Events- Special Events
 River Skimmer- Debris from Milwaukee River District
 Skid Loader- Inner city clean up
 ICUP- Intensive Clean Up Program

2002 City Solid Waste Tonnage
City Of Milwaukee, Wisconsin

Month	Location	Other	Residential	Special Services	Contam. Recyc.	Brush	Leaves	Self-Help Grass	Self-Help Brush	Weekend Boxes	Sweep Boxes	Vacall	For Brush	For Litter	Skid Loader	ICUP	Totals	Recycling Tonnage	Landfill Total	Compost	
Jan	LINC	60.47	10908.43	733.22	25.48	77.60		1584.27	7.76	37.68					839.97		14252.88	14129.84	123.04	64.29	
	IND	104.06	5545.60	360.75	9.21	34.58		853.31	29.71	4.58	6.34	0.00	0.00	0.00	1011.47	0.00	21372.52	21185.19	187.33	86.21	
	Total	164.53	16452.03	1093.97	34.69	112.18		2437.58	7.76	67.39	4.58	6.34	0.00	0.00	1011.47	0.00	21372.52	20765.03	187.33	150.50	
Feb	LINC	31.27	9145.07	506.18	9.15	57.70		1310.01	2.15	19.83			6.53	3.52	968.06	26.89	12084.36	11998.15	86.21	97.78	
	IND	63.98	4578.31	275.09	5.45	39.94		1310.01	2.15	19.83			27.96	2.39	114.54	0.00	5890.20	5792.42	187.78	97.78	
	Total	95.25	13723.38	781.27	14.60	97.64		2620.02	4.30	39.66			34.49	5.91	229.00	26.89	17974.56	17790.57	187.99	195.56	
Mar	LINC	16.72	9047.86	465.97	7.90	69.22		1806.59	9.35	42.54			25.89	11.28	923.09	1.22	12999.02	12852.02	147.00	174.86	
	IND	56.00	4421.54	260.74	4.21	27.95		964.68	49.68	340.16			97.23	4.38	151.86	0.00	6378.43	6203.57	174.86	321.86	
	Total	72.72	13469.40	726.71	12.11	97.17		2771.27	9.35	92.22	0.00	911.55	0.00	123.12	15.66	1074.95	1.22	19377.45	19107.22	321.86	321.86
April	LINC	65.49	11987.99	1106.42	28.75	141.56		2916.65	70.90	184.62	419.48	823.32	39.13	0.11	883.39	208.78	18876.59	18440.38	436.21	379.71	
	IND	54.82	5771.75	600.09	10.93	103.51		1474.88	41.90	217.15	140.76	523.56	17.15	6.01	356.69	22.47	9341.67	2448.39	27402.34	815.92	724.24
	Total	120.31	17759.74	1706.51	39.68	245.07		4391.53	112.80	401.77	560.24	1348.88	0.00	58.28	6.12	1240.08	231.25	28218.26	2448.39	27402.34	815.92
May	LINC	55.72	12380.35	1059.71	14.85	252.03		3139.39	187.08	228.14	292.45	418.42	58.99	1.01	1031.14	119.28	19234.56	2381.28	27405.84	1395.82	671.58
	IND	44.15	5902.00	464.70	5.28	236.93		1552.83	182.38	137.32	409.54	0.00	64.06	8.71	370.99	0.00	9567.10	8895.52	671.58	17931.47	
	Total	99.87	18282.35	1524.41	20.13	488.96		4692.22	369.46	414.35	429.77	828.96	0.00	123.05	9.72	1402.13	119.28	28801.66	2381.28	27405.84	1395.82
June	LINC	22.83	11944.77	870.32	26.51	283.49	1.49	3151.45	160.12	216.47	247.52	338.51	252.34	0.00	390.53	0.00	18845.38	2183.06	27040.97	807.33	1721.24
	IND	56.33	5944.11	519.87	8.03	291.09		1595.88	229.74	254.94	217.66	408.22	31.56	8.87	350.53	0.00	9916.83	2183.06	27040.97	807.33	1721.24
	Total	79.16	17888.88	1390.19	34.54	574.58		4747.33	389.86	471.41	465.18	746.73	0.00	283.90	8.87	1672.86	7.23	28762.21	2183.06	27040.97	807.33
July	LINC	72.08	12264.41	993.79	20.01	398.18	5.93	3122.44	96.25	202.79	172.25	175.72	4.77	10.10	6.15	1846.70	0.00	19192.57	18478.32	714.25	758.43
	IND	75.61	6255.05	502.31	5.71	379.48		1471.45	70.23	223.66	168.37	215.96	85.08	15.25	301.33	54.99	9824.46	2415.48	27544.35	1472.68	589.30
	Total	147.69	18519.46	1496.10	25.72	778.66		4593.89	166.48	426.45	340.82	391.68	4.77	25.35	21.40	1948.03	54.99	29017.03	2415.48	27544.35	1472.68
Aug	LINC	261.69	12193.12	901.93	49.32	236.72		3021.73	82.88	171.83	80.70	130.02	0.85	87.87	1103.85	0.00	18332.31	2285.69	27021.75	1445.09	855.79
	IND	70.90	6244.91	508.88	9.55	226.36		1700.69	81.93	245.90	121.39	227.49	301.60	11.99	382.94	0.00	20134.53	2285.69	27021.75	1445.09	
	Total	332.59	18438.03	1410.81	58.87	463.08		4722.42	164.81	417.73	202.09	357.51	0.85	99.86	1223.79	0.00	20467.84	2285.69	27021.75	1445.09	
Sep	LINC	100.26	11877.60	741.98	74.04	300.98		2980.45	104.49	191.68	117.59	86.35	64.28	1.35	1378.57	0.00	17819.58	2381.59	25858.22	1424.21	762.80
	IND	37.24	5740.96	468.50	3.17	372.07		1531.65	86.93	213.32	218.97	256.89	90.48	7.92	434.75	0.00	9462.85	2381.59	25858.22	1424.21	
	Total	137.50	17618.56	1210.48	77.21	673.03		4512.10	191.42	405.00	336.56	343.24	0.00	154.78	9.27	1813.32	0.00	27282.43	2381.59	25858.22	1424.21
Oct	LINC	63.75	12013.24	824.10	32.82	348.57	1624.48	3325.80	109.99	157.32	200.29	61.25	70.85	14.66	1378.05	0.00	20225.17	2231.82	26714.49	4097.95	1786.74
	IND	56.99	5784.07	568.17	10.85	283.20	1164.31	1567.75	84.84	167.75	177.97	236.13	86.64	17.74	380.86	0.00	10587.27	2231.82	26714.49	4097.95	
	Total	120.74	17797.31	1392.27	43.67	631.77	2788.79	4893.55	194.83	325.07	378.26	297.38	0.00	157.49	32.40	1758.91	0.00	30812.44	2231.82	26714.49	4097.95
Nov	LINC	47.98	9584.33	623.44	28.69	89.12	6252.90	2448.82	89.03	128.79			2.95	20.44	8.55	940.27	0.00	20266.41	2084.62	20370.80	12502.47
	IND	45.75	4625.61	336.54	0.86	81.91	5677.29	1396.49	28.47	101.50	4.03	0.00	32.02	9.84	266.55	0.00	12606.86	2084.62	20370.80	12502.47	
	Total	93.73	14209.94	959.98	29.55	171.03	11930.19	3845.31	117.50	231.29	4.03	0.00	2.95	52.48	18.40	1208.82	0.00	32873.27	2084.62	20370.80	12502.47
Dec	LINC	261.92	10190.52	969.05	50.12	116.55	5.32	2214.32	13.33	29.98			9.67	6.47	733.14	0.00	14600.39	2495.23	21505.98	155.56	330.41
	IND	33.70	5147.88	497.39	0.81	58.77	23.68	972.11	0.98	55.00	0.68	144.95	0.00	17.13	3.96	278.96	0.00	21505.98	2495.23	21505.98	155.56
	Total	295.62	15338.40	1466.44	50.93	175.32	29.00	3186.43	14.31	84.98	0.68	144.95	0.00	26.80	10.43	1012.10	0.00	21505.98	2495.23	21505.98	155.56

Yearly Total: 1759.71 199295.48 15159.12 441.70 4508.49 14755.40 46838.30 1750.73 3387.37 2722.01 5372.22 8.37 1496.98 150.28 16708.06 440.86 314795.06

Terminology:
 Other- General category for miscellaneous
 Residential- Single family and apartments
 Special Services- City pick up of bulky material
 Contam. Recyc.- Contaminated recycling material
 Brush- City curbside pickup of residential brush
 Leaves- City pick up of residential leaves
 Self-Help- Citizen drop off at self-help centers
 Self-Help Grass- Citizen drop off of grass
 Self-Help Brush- Citizen drop off of brush
 Weekend boxes- Neighborhood boxes
 Sweep Boxes- Street Sweeping
 Vacall- Misc. debris from DPW crews
 For Brush- Forestry department brush
 For Litter- Litter collected from boulevards
 Skid Loader- Inner city clean up
 ICUP- Intensive Clean Up Program

2003 City Solid Waste Tonnage
City Of Milwaukee, Wisconsin

Month	Location	Other	Residential	Special Services	Contam. Recyc.	Brush	Leaves	Self-Help	Self-Help Grass	Self-Help Brush	Weekend Boxes	Sweep Boxes	Spec. Events	For Brush	For Litter	Skid Loader	ICUP	Totals	Recycling Tonnage	Landfill Total	Compost																					
Jan	LINC	27.97	11047.87	777.31	74.13	65.24		1787.18	9.51	17.56		12.41		29.48	12.45	602.08		14450.78	14328.99		121.79																					
	IND	43.95	5445.16	456.63	0.12	32.99		912.52	36.99	1.52	12.41	12.41	0.00	27.05	5.30	210.25		7184.89	7087.86		97.03																					
	Total	71.92	16493.03	1233.94	74.25	98.23	0.00	2699.70	9.51	19.08	1.52	24.82	12.41	56.53	17.75	812.33	0.00	21635.67	2435.43	21416.85		218.82																				
Feb	LINC	51.05	8636.69	482.16	49.14	60.36		1578.23	8.98	8.98		21.90		20.87	10.04	546.48		11443.80	11353.79		90.01																					
	IND	36.96	4334.36	207.72	7.52	23.41		760.57	26.81	26.81	0.00	21.90	0.00	12.34	2.19	199.51		5633.29	5570.70		62.56																					
	Total	88.01	12971.05	689.88	56.66	83.77	0.00	2338.80	0.00	35.79	0.00	43.80	21.90	34.68	14.23	399.02		11777.09	1816.04	16924.52		152.57																				
Mar	LINC	116.71	9771.42	754.97	26.14	106.11		2349.03	7.93	6.46		441.34		19.91	6.39	650.56		14256.97	14116.56		140.41																					
	IND	29.98	4795.12	365.83	4.23	77.74		1126.35	64.00	282.47		282.47		35.39	3.46	201.23		6985.80	6808.67		177.13																					
	Total	146.69	14566.54	1120.80	30.37	183.85	0.00	3475.38	7.93	70.46	0.00	723.81	0.00	55.30	9.85	851.79	0.00	21242.77	2012.16	20925.23		317.54																				
April	LINC	210.94	10691.13	884.84	15.77	131.48		3224.74	23.76	89.80		716.47		9.36	10.43	566.75		17600.13	17345.73		254.40																					
	IND	64.87	5352.92	358.05	14.66	98.34		1565.58	14.38	156.79		538.52		24.00	8.60	272.04		8720.59	8427.08		293.51																					
	Total	275.81	16044.05	1242.89	30.43	229.82	0.00	4790.32	38.14	246.59		1254.99	0.00	33.36	19.03	838.79		26320.72	2231.36	25772.81		547.91																				
May	LINC	43.40	12665.43	691.30	50.81	61.52		3395.78	53.70	221.03		827.52		313.73	19.20	784.73		20215.38	19565.40		649.98																					
	IND	32.86	6438.98	404.12	5.77	120.24		1918.72	185.83	211.30		658.10		121.50	18.47	420.75		11000.97	10288.17		712.80																					
	Total	76.26	19104.41	1095.42	56.58	181.76	0.00	5314.50	239.63	506.16		1485.62	0.00	435.23	37.67	1205.48		31216.35	2236.63	29853.57		1362.78																				
June	LINC	48.91	12742.31	984.74	50.16	338.80		3334.86	156.42	303.17		755.55		26.02	40.50	750.89		20101.22	19276.71		824.51																					
	IND	38.34	6505.65	445.83	8.70	311.85		1697.19	174.87	284.39		544.75		15.80	5.92	360.90		10678.96	9892.25		786.71																					
	Total	87.25	19247.96	1430.57	58.86	650.75	0.00	5032.05	331.09	587.56		1300.30	0.00	41.82	46.42	1111.79		30780.18	2211.13	29168.96		1611.22																				
July	LINC	47.74	12474.84	1373.97	13.60	445.92		3250.41	125.41	316.95		402.40		236.37	2.86	533.01		19696.59	18571.94		1124.65																					
	IND	50.09	6672.32	450.33	2.20	443.73		1749.64	95.32	367.43		375.60		79.39	5.50	378.32		10866.60	9880.73		985.87																					
	Total	97.83	19147.16	1824.30	15.80	889.65	0.00	5000.05	220.73	684.38		778.00	0.00	315.76	8.36	911.33		30563.19	1966.14	28452.67		2110.52																				
Aug	LINC	43.81	11640.75	1892.04	40.02	283.33		2943.59	77.97	188.04		337.54		180.80	1.42	282.21		18417.06	17686.92		730.14																					
	IND	43.79	5955.37	348.52	4.88	390.95		1588.21	58.84	298.54		250.66		122.56	2.03	383.99		8708.99	8748.22		870.89																					
	Total	87.60	17596.12	2240.56	44.90	674.28	0.00	4531.80	136.81	486.58		588.20	0.00	303.36	3.45	666.20		28036.17	2276.33	26435.14		1601.03																				
Sep	LINC	29.15	11783.18	2008.85	28.30	298.70		2934.17	50.12	159.05		714.04		360.60	57.97	287.66		19012.38	18143.91		868.47																					
	IND	50.53	6012.76	474.68	5.26	263.35		1557.59	56.07	213.08		265.99		121.90	0.54	380.98		9602.50	8948.10		654.40																					
	Total	79.68	17795.92	2483.33	33.56	562.05	0.00	4491.76	106.19	372.13		981.81	566.80	0.00	482.50	58.51	668.64	0.00	27092.01	2329.57	27092.01	1522.87																				
Oct	LINC																																									
	IND																																									
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																				
Nov	LINC																																									
	IND																																									
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																				
Dec	LINC																																									
	IND																																									
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																				
Yearly Total:																						10111.05	152966.24	13361.69	401.41	3554.16	0.00	37674.36	1090.03	3044.20	4333.89	6732.03	0.00	1756.87	213.27	7832.34	1515.48	235487.02	19514.79	226041.76		9445.26

Terminology:
 Other- General category for miscellaneous
 Residential- Single family and apartments
 Special Services- City pick up of bulky material
 Contam. Recyc.- Contaminated recycling material
 Brush- City curbside pickup of residential brush
 Leaves- City pick up of residential leaves
 Self-Help- Citizen drop off at self-help centers
 Self-Help Grass- Citizen drop off of grass
 Self-Help Brush- Citizen drop off of brush
 Weekend boxes- Neighborhood boxes
 Sweep Boxes- Street Sweeping
 Spec. Events- Special Events
 For Brush- Forestry department brush
 For Litter- Litter collected from boulevards
 Skid Loader- Inner city clean up
 ICUP- Intensive Clean Up Program.

ATTACHMENT 4
LOBBYING PROVISIONS

**SUBCHAPTER 3
WASTE PROCESSING CONTRACT
LOBBYING REGULATIONS**

79-51. Lobbying Regulated. It is necessary to regulate and publicly disclose the identity of persons who are hired to engage in efforts to influence decisions made by the common council, other elected officials, employes and waste processing contract consultants of the city of Milwaukee or any citizen appointed to an advisory or decision making body of the city during the waste processing contract process.

79-53. Definitions. In this subchapter:

1. **LOBBYING** means the practice of attempting to influence members of the common council or other elected officials, employes and waste processing contract consultants of the city of Milwaukee or any citizen appointed to an advisory or decision making body of the city involved in approving the documents necessary to solicit waste processing contract proposals or bids, or in the solicitation and negotiation of a waste processing contract, by means of direct oral or written communication.

2. **LOBBYIST** means any person who is paid a salary, fee or retainer by a principal or who controls or benefits from the financial interest in the principal having a value of one percent or more, or who receives any other thing of value from the principal, or who has a financial interest or who has purchased a membership in a principal, or who is employed by a principal, and that person's activities include lobbying, as described in sub. 1, on behalf of such principal.

3. **PERSON** includes all partnerships, associations and bodies corporate.

4. **PRINCIPAL** means any person who employs a lobbyist.

79-55. Lobbying Registration Required. Every principal who employs a lobbyist shall, within 2 weeks after the effective date of this subchapter, or thereafter within one week after such employment, cause its name and the name of its lobbyist to be filed with the city clerk. Upon termination of such employment, the principal shall notify the city clerk, and such facts shall be entered opposite the name of the principal and the lobbyist.

79-57. Lobbying File. The city clerk shall prepare and keep a file in which shall be entered the names and business addresses of each principal and lobbyist required to be registered under this subchapter, together with the reports and other information required to be kept by this subchapter.

79-59. Statement of Expenses by Principal. Every principal whose name appears in the lobbyist file shall, on or before June 1, 1991, and the first work day of every month thereafter, file with the city clerk a complete expense statement verified under oath by the person making the statement, or in the case of a corporation or association by an officer, or in the case of a partnership by a partner. Each expense statement shall contain the following information which shall be current to within 10 days of filing:

1. The name, business address and telephone number of the principal;

2. Information sufficient to identify the nature and interests of the principal in the city's waste processing contract process or award;

3. The total amount of expenditures made and obligations incurred for lobbying by a principal and by lobbyist in all cases where the activities in any way relate to the city's waste processing contract process or award. If any single expenditure or obligation incurred exceeds \$25 in any reporting period, the expenditure or obligation shall be identified by stating the name and address of the lobbyist, the date, amount of expenditures incurred, and the reason for such expenditures or obligation. Every principal required to register under this subchapter shall retain receipts or maintain records of all expenditures required to be reported pursuant to this section for 2 years following the date of such expenditure.

79-61. Statement of Activity by Lobbyist. Accompanying the expense statement referred to in s. 79-59 each principal or lobbyist shall attach a written report identifying each lobbying contact made with a member of the common council or other elected municipal official, employe of the city, waste processing contract consultant, or any citizen appointed to an advisory or decision making position with the city, identifying the date of contact, the person contacted and the reason for the contact.

Office of the City Clerk
CITY OF MILWAUKEE, WISCONSIN

CERTIFIED COPY OF ORDINANCE

FILE NUMBER: 901347

A substitute ordinance regulating lobbying relating to the city of Milwaukee's waste processing contract.

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. A subchapter title is added to chapter 79 of the code prior to the text of s. 79-1:

SUBCHAPTER 1
SOLID WASTE REGULATIONS

Part 2. Section 79-1-0 of the code is amended to read:

79-1. Definitions. The following definitions shall apply in the interpretation and enforcement of this subchapter.

Part 3. Subchapter 2 of ch. 79 of the code is created to read:

SUBCHAPTER 2
WASTE PROCESSING CONTRACT LOBBYING REGULATIONS

79-51. LOBBYING REGULATED. It is necessary to regulate and publicly disclose the identity of persons who are hired to engage in efforts to influence decisions made by the common council, other elected officials, employes and waste processing contract consultants of the city of Milwaukee or any citizen appointed to an advisory or decision making body of the city during the waste processing contract process.

79-53. Definitions. In this subchapter:

1. LOBBYING means the practice of attempting to influence members of the common council or other elected officials, employes and waste processing contract consultants of the city of Milwaukee or any citizen appointed to an advisory or decision making body of the city involved in approving the documents necessary to solicit waste processing contract proposals or bids, or in the solicitation and negotiation of a waste processing contract, by means of direct oral or written communication.

2. LOBBYIST means any person who is paid a salary, fee or retainer by a principal or who controls or benefits from the financial interest in the principal having a value of one percent or more, or who receives any other thing of value from the principal, or who has a financial interest or who has purchased a membership in a principal, or who is

employed by a principal, and that person's activities include lobbying, as described in sub. 1, on behalf of such principal.

3. PERSON includes all partnerships, associations and bodies corporate.

4. PRINCIPAL means any person who employs a lobbyist.

79-55. Lobbying Registration Required. Every principal who employs a lobbyist shall, within 2 weeks after the effective date of this subchapter, or thereafter within one week after such employment, cause its name and the name of its lobbyist to be filed with the city clerk. Upon termination of such employment, the principal shall notify the city clerk, and such facts shall be entered opposite the name of the principal and the lobbyist.

79-57. Lobbying File. The city clerk shall prepare and keep a file in which shall be entered the names and business addresses of each principal and lobbyist required to be registered under this subchapter, together with the reports and other information required to be kept by this subchapter.

79-59. Statement of Expenses by Principal. Every principal whose name appears in the lobbyist file shall, on or before June 1, 1991, and the first work day of every month thereafter, file with the city clerk a complete expense statement verified under oath by the person making the statement, or in the case of a corporation or association by an officer, or in the case of a partnership by a partner. Each expense statement shall contain the following information which shall be current to within 10 days of filing:

1. The name, business address and telephone number of the principal;

2. Information sufficient to identify the nature and interests of the principal in the city's waste processing contract process or award;

3. The total amount of expenditures made and obligations incurred for lobbying by a principal and by lobbyist in all cases where the activities in any way relate to the city's waste processing contract process or award. If any single expenditure or obligation incurred exceeds \$25 in any reporting period, the expenditure or obligation shall be identified by stating the name and address of the lobbyist, the date, amount of expenditures incurred, and the reason for such expenditures or obligation. Every principal required to register under this subchapter shall retain receipts or maintain records of all expenditures required to be reported pursuant to this section for 2 years following

the date of such expenditure.

79-61. Statement of Activity by Lobbyist. Accompanying the expense statement referred to in s. 79-59 each principal or lobbyist shall attach a written report identifying each lobbying contact made with a member of the common council or other elected municipal official, employe of the city, waste processing contract consultant, or any citizen appointed to an advisory or decision making position with the city, identifying the date of contact, the person contacted and the reason for the contact.

79-63. Penalty. Any lobbyist or principal who violates any of the provisions of this subchapter shall, upon conviction, be punished by a forfeiture of not less than \$500, nor more than \$1,000 for a lobbyist, or \$5,000 for a principal, together with the costs of prosecution.

I, Ronald D. Leonhardt, CITY CLERK, CERTIFY THAT
THE FOREGOING IS A COPY OF AN ORDINANCE PASSED
BY THE COMMON COUNCIL OF THE CITY OF MILWAUKEE
ON May 14, 1991, PUBLISHED ON May 17,
1991, EFFECTIVE May 18, 1991.

ATTACHMENT 5
(NOT APPLICABLE)

ATTACHMENT 6

SITE LEASE

SITE LEASE

WHEREAS, An Agreement relating to disposal of solid wastes was entered into between the CITY OF MILWAUKEE, a municipal corporation (hereinafter called "City") and _____ (hereinafter called "Contractor"), on the _____ day of _____, 20__ (hereinafter called "Agreement"); and

WHEREAS, Said Agreement provides that City will lease to Contractor certain lands now owned or which may be acquired by City for the sum of One and no/100ths Dollars (\$1.00) for each site annually for the term of the Agreement:

NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants expressed in the Agreement and in consideration of the sum of One and no/100ths (\$1.00) paid to the City annually for each site described on the exhibits attached hereto, City, as Lessor, hereby leases to Contractor, as Lessee, for a period of time commensurate with the term of the Agreement, the following premises in the City and County of Milwaukee, State of Wisconsin, to-wit: a portion of the Lincoln Avenue and North Industrial Road sites owned by City. [Legal descriptions of each of the aforementioned sites are attached hereto and made a part of this Lease.]

Lessee agrees to use the premises leased strictly in accordance with the terms, conditions, and purposes set forth in the Agreement. Premises shall not be subleased without written consent of City.

Lessor, prior to occupancy of each of the described premises, shall prepare a list and description of all improvements and equipment and the condition of such improvements and equipment upon the leased premises, and Lessee shall verify the correctness of such list, description, and condition.

Lessee agrees to be responsible for the operation, repair, and maintenance of those portions of the buildings and appurtenant facilities and existing equipment as are occupied and used by Lessee for the purpose of the work required of Lessee under the Agreement. Lessee shall provide all necessary heating and other utilities required.

Lessee agrees to obtain all necessary insurance coverage as provided for in the Agreement.

Lessor shall have the right upon sixty (60) days written notice to Lessee to re-enter the Premises in order to make modification to the Premises in order to accommodate the needs of a successor in interest to the Lessee. This right shall not be exercised before 7/1/04.

Lessee shall not discriminate against any qualified employee or unqualified applicant for employment because of race, religion, sex, sexual orientation, color, age, national origin, ancestry, handicap, physical condition, or developmental disability and the same shall apply to and be included in all contracts.

LINCOLN AVENUE

Description of the Lincoln Avenue Solid Waste Transfer Station:

All that part of the Northwest 1/4 of Section 12, Township 6 North, Range 21 East, described as follows: Commencing at the northeast corner of said 1/4 Section; thence South 87 degrees 39 minutes 00 seconds West, along the north line of said 1/4 Section, 1,084.00 feet to a point; thence South 02 degrees 21 minutes 00 seconds East, 1,288.86 feet to a point in the north line of the Chicago and North Western Transportation Company right-of-way; thence North 66 degrees 43 minutes 08 seconds West, along said right-of-way line, 807.23 feet to the point of beginning of the land to be described; thence North 66 degrees 43 minutes 08 seconds West, along said right-of-way line, 392.00 feet to a point; thence North 03 degrees 58 minutes 41 seconds East 350.00 feet to a point; thence South 38 degrees 01 minutes 24 seconds East 144.00 feet to a point; thence South 66 degrees 43 minutes 08 seconds East 165.00 feet to a point; thence North 87 degrees 39 minutes 00 seconds East 240.00 feet to a point; thence South 23 degrees 16 minutes 52 seconds West 365.00 feet to the point of beginning.

The above described parcel contains 129,092 square feet of 2.9635 acres of land.

Description of the New Self Help Station at 3879 West Lincoln Avenue:

All that part of the Northwest 1/4 of Section 12, Township 6 North, Range 21 East, described as follows: Commencing at the northeast corner of said 1/4 Section; thence South 87 degrees 39 minutes 00 seconds West, along the north line of said 1/4 Section, 1,084.00 feet to a point; thence South 02 degrees 21 minutes 00 seconds East 273.00 feet to the point of beginning of the land to be described; thence continuing South 02 degrees 21 minutes 00 seconds East 520.00 feet to a point; thence South 87 degrees 39 minutes 00 seconds West 254.00 feet to a point; thence North 02 degrees 21 minutes 00 seconds West 605.00 feet to a point; thence North 18 degrees 12 minutes 22 seconds East 42.72 feet to a point; thence North 02 degrees 21 minutes 00 seconds West 93.00 feet to a point in the present south line of West Lincoln Avenue; thence North 87 degrees 39 minutes 00 seconds East, along said south line, 24.00 feet to a point; thence South 02 degrees 21 minutes 00 seconds East 93.00 feet to a point; thence South 22 degrees 54 minutes 22 seconds East 42.72 feet to a point; thence South 02 degrees 21 minutes 00 seconds East 85.00 feet to a point; thence North 87 degrees 39 minutes 00 seconds East 200.00 feet to the point of beginning.

The above described parcel contains 140,462 square feet or 3.2246 acres of land.

Description of the North Industrial Road Solid Waste Transfer Station:

All that part of Parcel 2 of Certified Survey Map Number 786 in the Southwest 1/4 of Section 22, Township 8 North, Range 21 East, described as follows: Commencing at the southeast corner of said Parcel 2; thence North 57 degrees 59 minutes 32 seconds West, along the southwesterly line of Parcel 2 aforesaid, 630.00 feet to a point; thence North 32 degrees 00 minutes 28 seconds East 221.99 feet to a point; thence South 89 degrees 42 minutes 13 seconds East 419.26 feet to a point in the east line of said Parcel 2; thence South 00 degrees 17 minutes 47 seconds West, along the east line of said Parcel 2, also being the east line of said 1/4 Section, 520.00 feet to the point of commencement.

The above described parcel contains 178,934 square feet or 4.1078 acres of land.

Description of the New Self Help Station at 6660 North Industrial Road:

All that part of Lot 1 in Certified Survey Map Number 5513 in the Southeast 1/4 of Section 22, Township 8 North, Range 21 East, described as follows: Commencing at the southwesterly corner of said Lot 1; thence North 00 degrees 17 minutes 47 seconds East, along the west line of said Lot 1 and the west line of said 1/4 Section, 515.00 feet to a point; thence South 89 degrees 42 minutes 13 seconds East 90.00 feet to a point; thence South 00 degrees 17 minutes 47 seconds West 192.12 feet to a point; thence South 57 degrees 59 minutes 32 seconds East 412.14 feet to a point in the southeast line of said Lot 1; thence South 36 degrees 33 minutes 33 seconds West, along said southeast line, 323.00 feet to the southeast corner of said Lot 1; thence North 57 degrees 59 minutes 32 seconds West, along the southwest line of Lot 1 aforesaid, 293.36 feet to the point of commencement.

The above described parcel contains 145,401 square feet or 3.3379 acres of land.

ATTACHMENT 7

WAGE PROVISIONS AND MINIMUM WAGE ORDINANCE

Department of Administration 310-1

CHAPTER 310
DEPARTMENT OF ADMINISTRATION

Table

310-1	Department Established
310-7	Chief Information Officer
310-9	Records
310-11	Intergovernmental Relations
310-13	Services Contract Wage Requirements
310-15	Purchase of Products Made from Recycled Materials
310-19	Purchasing Appeals Process
310-21	Public Printing Contracts
310-23	Certified Forms Required
310-25	No Estimates for Contractor Who Has Failed
310-27	Penalty
310-29	Control of Unclaimed and Abandoned Goods and Obsolete Material
310-31	Central Storeroom

310-1. Department Established. There is created a department of administration, under the supervision of a director of administration, with the following responsibilities:

1. Budget and management.
2. Capital improvements administration.
3. Community development block grant administration.
4. Information and technology management.
5. Records management.
6. Intergovernmental relations.
7. Purchasing.
8. Equal rights enforcement.
9. Equal opportunities enterprise program.
10. Citywide emergency and safety-related coordination.

310-7. Chief Information Officer. The chief information officer, who is the equivalent to the supervisor of the central electronics board under s. 82.51, Wis. Stats., shall be subject to the direction and control of the director of administration.

310-9. Records. The director of administration shall be the authority, as defined in s. 19.32(1), Wis. Stats., for records of the director's office.

Each division director in the department of administration shall be the authority, as defined in s. 19.32(1), Wis. Stats., for records of their respective division.

310-11. Intergovernmental Relations.

1. AUTHORITY. The division of intergovernmental relations shall have authority to make studies and investigation, to promote programs to attack the underlying problems which face the city and to provide information with respect to fiscal matters related to the securing of a greater share of state and federal funds and to do whatever may be required in promoting for the city a greater share of state and federal fund distributions.

2. FUNCTIONS. The division of intergovernmental relations shall be under the direction and supervision of a legislative liaison director. The legislative liaison director shall be authorized to represent the city before legislative bodies of both the federal government and the state of Wisconsin as well as other political subdivisions of this state, subject to provisions of s. 350-211. The legislative liaison director may confer with officials and representative of municipalities and of other political subdivisions of this state for the purpose of securing assistance and cooperation in effectuating the purposes and objectives for which the division is created. The legislative liaison director may carry on educational programs, communicate in writing and make personal appearances and perform such other duties and responsibilities as in the judgment of the legislative liaison director shall be most beneficial to the accomplishment of the purposes and objective herein provided. The legislative liaison director shall from time to time as the director determines most appropriate or as directed by the mayor or the common council, submit reports with reference to the operations of this division. It shall also be the duty and responsibility of the director to carry out programs wherever necessary to increase the city's share of federal and state contributed funds in accordance with proposals prepared from time to time by the director and approved by the common council. Annual reports and recommendations shall be required of the director to be made to the common council.

310-13 Department of Administration

7. **COORDINATION.** The legislative liaison director shall make recommendations to the common council and mayor, as the need arises, as to those matters relating to the underlying problems faced by the city and to fiscal equity, and as to applications for state and federal grants, which would benefit from cooperative action by the common council and mayor, with those officials responsible for applications for state and federal grants who are under the jurisdiction of the county board of supervisors, the board of school directors, the board of vocational and adult education, the city and metropolitan sewerage commissions, and the social development commission of greater Milwaukee.

310-13. Service Contract Wage Requirements.

1. **PURPOSE.** The purpose of this section is to insure a living wage for all employees of contractors and subcontractors performing services for the city.

2. **DEFINITIONS.** In this section:

a. "Professional service contract" means any contract in which the majority of workers engaged in the performance of the contract perform work which:

a-1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor.

a-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" means any contract with the city, for the provision of services to any city department or agency with a budget under control of the common council, which has a value exceeding \$5,000 and which is designated a "service contract" by the central board of purchases upon recommendation of the city purchasing director. The central board of purchases shall review each bid specification or request for proposals and make a determination as to whether the proposed contract will constitute a service contract. "Service contract" includes, but is not limited to, any of the types of contracts listed in documents enumerating 1994 department of public works service contracts and 1994 and 1995 business operations division - procurement services section -

department of administration service contracts found in the official record on file in the city clerk's office. However, "service contract" does not include any contract which involves the purchase of goods or which is a professional service contract, department of public works contract regulated under s. 309-25, contract administered by the office of community block grant administration-department of administration or contract with the Milwaukee public schools, regardless of whether such contract is included in the lists of 1994 and 1995 contracts referred to herein.

3. **LIVING WAGE REQUIREMENT.** All workers, whether permanent or temporary, employed in any work performed as part of a service contract, as defined in sub. 2, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 per hour. On March 1, 1996, and

each March 1 thereafter, the living hourly wage shall be adjusted to the amount required to produce, for 2,080 hours worked, an annual income equal to the U.S. department of health and human services' most recent poverty guideline for a family of 3. No contractor may use the living wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.

4. **PART-TIME WORKERS COVERED.** The living wage requirement of sub. 3 shall apply to part-time employees performing work as part of a service contract, as defined in sub. 2.

5. **LABOR PROVISIONS IN CONTRACTS.** For purposes of carrying out the intent of this section, all provisions of this code pertaining to labor are made part of all service contracts, subcontracts and agreements let, entered into or made by the city.

6. **SERVICE CONTRACT BID AND REQUEST-FOR-PROPOSAL SPECIFICATIONS.** The proper city officers shall add a digest of the provisions of this section to all specifications for service contract work upon which they call for bids or issue requests for proposals unless the central board of purchases, upon recommendation of the purchasing director, approves the waiver of the provisions in cases where it is likely that no bids or proposals will be received without such a waiver.

7. **SPECIFICATIONS FOR SERVICE CONTRACTS.** No service contract, as defined in sub. 2, shall be entered into by the city unless such contract contains the following stipulations or their equivalent:

Department of Administration 310-13-8

"The contractor agrees to pay all workers employed by the contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than \$6.05 per hour [city clerk to change amount in accordance with adjustment each March 1].

"The contractor agrees to make a sworn report or affidavit, within 10 days following the contractor's completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report or affidavit from every subcontractor employed by the contractor, to the department of public works (if the service contract is administered by the department of public works) or the business operations division - procurement services section - department of administration (for service contracts administered by all other city departments) regarding every person employed on or under this contract or subcontract. Such affidavit or report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and pension trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employe has been paid in full the amount of not less than \$6.05 per hour [city clerk to change amount in accordance with adjustment each March 1] and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employe to the employer.

"If any documents submitted to the department of public works (if the service contract is administered by the department of public works) or the business operations division - procurement services section - department of administration (for service contracts administered by all other city departments) by the contractor contain any false, misleading or fraudulent information, or if the contractor fails to comply with the provisions of §. 310-13 of the Milwaukee code of ordinances, the department or division, as the case may be, may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the contractor the right to participate in bidding on future city contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

8. POSTING OF WAGE RATE. For every service contract, as defined under sub. 2, the living hourly wage required by sub. 3 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 living 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.

8. MONITORING AND ENFORCEMENT. a. Responsibility. The department of public works shall be responsible for monitoring department of public works service contracts for compliance with this section. The department shall review and monitor the sworn reports or affidavits periodically submitted by service contractors, receive and investigate complaints from service contractors and service contract employees relating to compliance with this section, and impose appropriate sanctions upon any contractor who provides false information to the department or fails to comply with the provisions of this section. For all service contracts other than those administered by the department of public works, the business operations division - procurement services section - department of administration shall have these responsibilities.

b. Employee Complaints. Any person employed in the performance of a service contract, as defined in sub. 2, may, within one year from the date of an alleged failure to comply with subs. 3 and 4, file a written complaint with the department of public works, if the service contract is administered by the department of public works, or the business operations division - procurement services section - department of administration, for service contracts administered by all other city departments, regarding the service contractor's alleged failure to comply with subs. 3 and 4. 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 the business operations division - procurement services section - department of administration or for using any civil remedies to recover damages.

310-15 Department of Administration

c. Appeals. Any service contractor or service contract employe who objects to any decision or action of the department of public works or the business operations division relative to application or enforcement of this section may appeal such decision to the administrative review appeals board, in the case of department of public works service contracts, or the purchasing director and central board of purchases, in a manner similar to the process described in s. 310-19-4, in the case of service contracts with all other city departments.

d. Sanctions. Any contractor or subcontractor engaged in a service contract who has been found by the department of public works or the business operations division - procurement services section - department of administration to have submitted any false, misleading or fraudulent information, or to have failed to comply with the provisions of this section, may be subject to any of the following sanctions, imposed by the department of public works in the case of department of public works service contracts or the business operations division in the case of all other service contracts:

d-1. Withholding of payments.

d-2. Termination, suspension or cancellation of the contract in whole or in part.

d-3. After a due process hearing, denial of the right of the contractor or subcontractor to bid on future city contracts, by himself or herself, partner or agent, or by any corporation of which he or she is a member, for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

310-15. Purchase of Products Made from Recycled Materials. 1. In this section, "city public purchaser" means the central board of purchases, the city purchasing director and any other officer, employe, agent, agency, committee, board or commission of the city that makes purchasing decisions.

2. Each city public purchaser shall, to the extent practicable, make purchasing decisions that maximize the purchasing of materials and products utilizing recycled materials and recovered materials.

3. Each city public purchaser shall ensure that the average recycled or recovered content of all paper purchased by the city public purchaser in a year is not less than 40% of all purchased paper.

4. Each city public purchaser that awards contracts for equipment and supplies shall, to the extent practicable, award such contracts for equipment and supplies that will minimize the amount of solid waste generated by the city. Each city public purchaser shall, to the extent practicable, diminish the purchase of single-use disposable products and substitute therefor the purchase and use of multiple-use, durable products.

310-17. Procurement of Items of Apparel.

1. PURPOSE. The common council finds that:

a. It is in the city's best interest to procure items of apparel from responsible vendors and manufacturers who provide a safe, non-discriminatory work environment, and who compensate their employes with non-poverty wages.

b. There has been a recent resurgence of exploitive and abusive workplaces in the apparel industry.

c. The apparel and textile industries, in particular, are engaged in practices that result in poverty wages, violations of workers' rights and unsafe and unhealthy working conditions.

d. As a participant in the marketplace, the city chooses to allocate its purchasing dollars to enhance the economic and social well-being of people, while acquiring the best possible quality goods at the lowest cost.

2. DEFINITIONS. In this section:

a. "Apparel" means all items of clothing and cloth produced by weaving, knitting and felting, and shall include uniforms, coveralls, footwear, linens and entrance mats.

b. "Manufacture" means to process, fabricate, assemble, treat or package.

c. "Non-poverty wage" means the following for:

c-1. Domestic manufacturers. A base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. department of health and human services' most recent poverty guideline for a family of 3 plus an additional 20 percent of the wage level paid either as hourly wages or health benefits.

c-2. Outside the United States. A nationwide wage and benefit level which is comparable to the non-poverty wage for domestic manufacturers as defined in subdiv. 1

**TRANSFER STATION ATTACHMENTS
ADDENDUM NO. 2**

1. Pre-bid Conference Minutes and Sign-up Sheet for Transfer Stations
 2. Designation of Confidential and Proprietary Information
 3. Form DPW 11 (2 pages)
 4. Form DPW 12 (2 pages)
 5. Living Wage Rate
 6. Prevailing Wage Rate
 7. Scale and Software Information
 8. Operation Plan – Transfer Stations
 9. 2003 Tonnage for Industrial Road and Lincoln Avenue Sites
 10. City Ordinance No. 79-5.5 Removal of Contents of Waste Containers
 11. Lincoln Avenue and Industrial Road Facility Permits
 12. Responses to Bidders Written Questions
-

Pre-bid Conference Minutes and Sign-up Sheet for Transfer Stations

**PRE-BID CONFERENCE MINUTES
PROVISION OF TRANSFER STATIONS AND
SELF-HELP CENTERS OPERATION WITH
ASSOCIATED HAULING AND DISPOSAL SERVICES**

CITY OF MILWAUKEE

OFFICIAL NOTICE NO. 165

A pre-bid conference was held on January 6, 2004, to discuss the Bid Specifications for the project. A site visit to both facilities was held before the meeting. An addendum is being prepared to address changes and clarifications to the Bid Specifications. The minutes from the meeting are as follows and are numbered according to the conference agenda.

1. **Sign-Up Sheet:** A sign-up sheet was routed during the meeting and is attached.
2. **Additional Site Visits:** Additional site visits may be requested in writing to the Commissioner (Section 1.9).
3. **Questions/Clarification of Bid Documents:** Bidders shall submit questions to the Commissioner in writing by end of business on January 8, 2004. Questions can be faxed (Section 1.10).

Jim Purko noted the discussions during the Pre-Bid Conference were being recorded and minutes were being taken. An Addendum would be issued with changes and clarifications of the documents. The written Addendum would be the legal answer and take precedence over any verbal comments made during the Pre-Bid Conference.

4. **Pre-Bid Conference Minutes:** These are the minutes.
5. **Restrictions on Communications with City Employees and the City Consultants:** Interested parties should not contact elected City officials, non-elected City staff, or the City's consultants retained for this project concerning the Bid Specification until the Contract has been awarded by the City (Section 1.11).
6. **Minimum Qualifications for Bidders:** Bidders who have submitted a Qualifications Statement to the City within the past 6 months providing the necessary information do not need to resubmit this information with the Bid (Section 1.7).

If there are any significant changes to the Bidder's Qualification Statement as a result of this Bid Specification, provide these changes as an Attachment to the Bid and note these changes accordingly.

Bidders are encouraged to review their submitted Qualifications Statement to make sure all the required information is provided.

7. Procurement Schedule:

January 6, 2004 Site Visit and Pre-Bid Conference
January 8, 2004 Deadline for Bidder(s) Written Comments to Commissioner
January 13, 2004 Issue Addenda to Bid Specification
January 22, 2004 Submit and Open Bids
Within 40 days Recommend Award
July 1, 2004 Contract Starts

8. Basis of Payment:

- Unit price contract
- City shall make CPI cost adjustment based on the variable cost, as stated in the Bid Proposal, commencing July 1, 2005, and on July 1 of each subsequent contract year (Section 1.13).

9. Improvements:

In the event the Contractor elects to install improvements, Contractor will be totally responsible for all costs and must receive Commissioner approval.

The City shall own all improvements, whether installed by the City, the Contractor, or other party at the conclusion of the term of the Contract (Section 2.2.5).

Existing compactors and scales are City property as of July 1, 2004.

10. Self-Help Centers:

- A minimum of 4 roving attendants at Lincoln Avenue and 3 roving attendants at Industrial Road (Section 3.1).
- Security: Provide adequate security to ensure public practice of dropping off materials at the gate when the facility is closed is eliminated (Section 3.1.13).

The City wants better security and is interested in the Contractor's approach (i.e., cameras, guard). Jim Purko said this is a results-based requirement.

Question: Is the Contractor responsible for the security cost?

Response: Yes.

11. Submittal Requirements (Section 4):

Part I - Required Bid Forms and Cost Forms

Part II - Technical Proposal

If any of the submittal requirements are omitted or any exceptions to the technical requirements or contractual terms and conditions are taken, then the Bid may be deemed non-responsive.

a. Part I - Required Bid Forms (Section 4.1)

The forms provided in the Bid Specification were discussed. Questions were raised as to which forms were required to be submitted with the Bid. The following summarizes the key points:

- Bid Proposal Form: Complete and include with Bid.
- Sworn Statement of Bidder: Pages 6-5 and 6-6 are duplicate forms. The two pages after Page 6-5 are standard City forms that are to be included with the Bid Proposal Form and are to be completed by the Bidder. The second page indicates two locations to be signed and includes the Sworn Statement. Therefore, when these two pages are completed, pages 6-5 and 6-6 are unnecessary duplicates. An Addendum will address this matter.
- Bid Bond Form and Affidavit: Complete and include with the Bid.
- Non-Collusion Affidavit: Complete and include with the Bid.
- Disclosure of Ownership: This form applies if the Bidder has an affiliated construction company that has violated Prevailing Wage Rates. Complete and include with Bid. If the form does not apply, so note on the form, and submit with the Bid.
- Designation of Confidential and Proprietary Information: Complete and include with the Bid. The Addendum will contain a revised form.
- Parental Guarantee - Disposal Facility: Complete, or note "not applicable," and include with the Bid.
- Parental Guarantee - Financial Qualifications: Complete or note "not applicable," and include with the Bid.
- EBE Form A: The apparent low bidder shall submit to the City EBE Form A within 3 working days after the City notifies the bidder. Therefore, it is not necessary to include with the Bid. This form is identified as "Form A" in the upper right hand corner of the form. Disregard the reference to it as "Form D" in the lower right hand corner.
- Form D - EBE Monthly Report: This form does not need to be submitted with the Bid.
- Form E - EBE Subcontractor Payment Certification: This form does not need to be submitted with the Bid.
- Form F - Proposed Resident/Apprentice Utilization Form: This form does not need to be submitted with the Bid.
- Form I - Employee Affidavit Residence Preference Program: This form does not need to be submitted with the Bid.

b. Technical Proposal

- See comments under Item 6 above.

12. EBE Program:

- 21 percent of the annual dollar value of the Operating Costs as defined in the Bid Specification (Section 5.5.1 and Official Notice).
- A list of EBE qualified firms is available on the City's web site or from the City by calling (414) 286-8749. Ronda Kelsey and Eunice Michelson can assist and are in Room 606 in the Municipal Building.

13. Resident Preference Program:

- A minimum of 25 percent of the workers hours must be performed by unemployed residents of the CDBG area (Section 5.5.2 and Official Notice).
- A list of potential workers is available from Esperanza Unida, phone (414) 671-0251, ext 125, and Milwaukee Urban League, phone (414) 374-5850, ext. 103, contact Crystal Benn (Section 7).
- The resident preference program should be reached over the life of the Contract. There is no need to layoff existing contract workers to meet the goal.

14. Minimum Wage Rate (Section 5.17.2):

- Must comply with minimum wage rates and fringe benefits approved by the Common Council (Attachment 7).
- An Addendum will contain the current Living Wage Rate for service workers which is \$7.34 per hour which differs from the information in Attachment 7. Prevailing Wage Rate information will also be included in the Addendum. See the Addendum for additional information.
- The Prevailing Wage Rate applies to construction equipment related workers. The Living Wage Rate is for service workers and is based on a City Ordinance.

15. Bid Form (Section 6):

- a. Unit Price Contract
- b. Variable Cost
 - Bidder shall estimate the percent of the Bid Price to be allocated to the variable cost as defined in Section 1 of the Bid Specification.
- c. Total Contract Price
 - To be calculated by the City in evaluating the bids (See Section 1.4.1). Total contract price is based on 7 years.
- d. Operating Cost
 - Bidder shall estimate the percent of the tipping fee to be allocated to the operating cost as defined in Section 1 of the Bid Specification. The Operating Cost is for determining EBE and Residency requirements.

- e. Alternates
 - Bidder shall provide unit prices and total. Alternates are not included in the low bid determination.

- f. Review of Attachments to Bid Form

The Operating Plan shall be submitted by the recognized Apparent Low Bidder within 10 days after the Bid date (Section 4.2.10).

Attachment 2, Self-Help Center Site Plans show less containers than the bid spec. The Addendum will clarify this matter.

16. Questions/Comments from Bidders

- a. Question: Are the Contractor requirements in the bid spec applicable to the EBE firms?

Response: Yes, wages, insurance, etc.

- b. Question: Section 5.19.4 says if taxes go up in the future, the Contractor is responsible for payment. This conflicts with Section 1.14, Renegotiation of Contract.

Response: This matter will be addressed in the Addendum. Jim Purko said if a cost-of-living type of increase in the tax would occur (i.e., CPI type increase), the City would not be receptive to renegotiate. If DNR raises a tax \$20 per ton, for example, it would be an unforeseen cost and open to negotiation.

- c. Question: Can alternate bids be considered proprietary?

Response: No.

- d. Question: Can the bidders receive current utility expense data for the past year?

Response: The City will request from the Contractor, and address by Addendum.

- e. Question: Compactors become City property on July 1, 2004. If equipment fails, does it become a capital expense of the City?

Response: No, it is a Contractor expense (Section 2.3).

- f. Question: If Contractor fixes the equipment, does it become his property?

Response: No (Section 2.2.5).

- g. Question: Alternate A-3 pertains to catch basin debris and process. Can you explain further.

Response: The City has 20,000 to 30,000 catch basins. The City collects the accumulated debris from these catch basins. This material is nonhazardous, and contains free liquid. Currently, a vendor (MMSD) takes the material to their yard, adds drying agent, and hauls it to the landfill. The quantities listed in the bid form are with the bulking agent.

h. Question: If security cameras are installed, is there City support?

Response: City police would write citations.

i. Question: Are expanded hours a possibility (i.e., 24 hours open)?

Response: Would need to discuss with City Council.

j. Question: If an EBE has a subcontractor who is also an EBE and meets the residency requirement, does the second EBE count toward the Contractor's EBE and residency goals?

Response: Yes, both EBE subcontractors would count toward the EBE and residency goals.

k. Question: If the floors in the transfer stations are worn, who replaces/fixes?

Response: Dennis Drephal of WM said the past experience has been for the Contractor to patch the floor if a hole occurred. The City staff commented the Industrial Road facility floor is 5 to 6 years old, and Lincoln Avenue facility floor is 9 years old. Floor maintenance is a Contractor responsibility.

l. Question: What happens to the household hazardous waste received?

Response: Gate people restrict acceptance, and it has not been a problem. The City works with a vendor to handle, or the material is sent to MMSD. MMSD has collection sites in the Milwaukee area.

m. Question: Can personnel work more than 40 hours per week (Section 5.17.1)?

Response: Refer to Section 5.17.1b which states overtime work is permitted and prevailing overtime wage rates apply.

n. Question: Regarding the indemnity provision, is the Contractor protected from pre-existing conditions (Section 5.19.1)?

Response: The City will review and address in the Addendum as appropriate.

o. Question: Regarding Force Majeure (Section 5.19.23), is fire an act of God?

Response: The City will address in the Addendum as appropriate.

p. Question: Will there be inspections (walk through) with the current vendor to upgrade?

Response: This will be reviewed and addressed by Addendum as appropriate.

q. Question: Can fuel tanks be added on site?

Response: Contractor is responsible for improvements and permitting, see Section 2.2.5.

r. Question: Can the Bidder use a similar Bond form?

Response: No.

s. Question: Are the overhead doors a capital or maintenance expense?

Response: These are the responsibility of the current Contractor regarding the current contract, and the new Contractor's responsibility under the new contract because the doors are a maintenance expense.

t. Question: What is the permitted capacity vs. incoming tonnages?

Response: City will address.

u. Question: Is there room for the number of containers noted in the bid specs?

Response: Yes.

v. Question: Does the Contractor provide drivers and truck for self-help boxes?

Response: Yes.

w. Question: Can a bidder submit an alternate proposal for the alternate bidding list?

Response: No. If the bidder is awarded the contract, the bidder could present alternate proposals at that time for the City's consideration, but not as part of the bid.

Attachment: Sign Up Sheets - Industrial Road and Lincoln Avenue Facilities

City of Milwaukee Pre-Bid Meeting
Lincoln Avenue Transfer Station/Self-Help Cent
1/6/04

Dave White	Onyx	414-529-1860
Chris Rooney	Onyx	(262) 971-1327
Marty Kowalkowski	Onyx	262-971-1325
Larry Schepp	Waste Management	262-250-8317
David Geier	Allied Waste/Rock Valley	815-288-4607
Julia Lawrence	Allied Waste/Rock Valley Disp	309-496-2396
Dennis Dreyfus	W/M	262-250-8304
Tony Brown	Onyx	414-479-7836
Don PIRRUNG	EARTH TECH	920-451-2822
John Lutz	Onyx	(262) 971-1349
Ray Carter	AW	563-332-2284
Bob Kotebica	AW	775-843-3541
Kurt Blascow	AW	847-458-1116
Andy Nickodem	EARTH TECH	920-451-2732

City of Milwaukee Pre-Bid Meeting
Industrial Road Transfer Station/Self Help Center
1/6/04

Dave White	Onyx	414-529-1360
Chris Rooney	Onyx	(262) 971-1327
John Lutz	Onyx	(262) 971-1349
Cory Guy	Togo Disposal	(414) 354-2390
Dennis Dnephal	W/M	262 250-8304
Larry Schupp	W/M	262. 250-8317
Kurt Blascoe	Allied Waste	847-458-1116
Ray Carter	Allied Waste	563-332-2284 X218
David Geier	Allied Waste	815-288-9607
Julie Lawrence	Allied Waste	309-496-2396
BOB KOLEB.CA	ALLIED WASTE	773-843-3341
DON PIRRUNG	EARTH TECH	920-451-2822
Andy Nickodem	EARTH TECH	920-451-2732

Designation of Confidential and Proprietary Information

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the City of Milwaukee's Request for Bid No. _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, the bidder asks that certain pages, as indicated below, of this bid be treated as confidential material and not released without the bidder's written approval. Therefore, I am providing the following information with the express understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

***NOTE: Bidders are cautioned that the ENTIRE BID MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY.**

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the bid response may mean that all information provided as part of the bid response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The City of Milwaukee as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The City of Milwaukee will notify any bidder if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for bid will be handled in accordance with applicable City of Milwaukee procurement regulations. A bidder responding to this bid should not include any proprietary information as part of its bid unless the bidder 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the City of Milwaukee, Department of Administration, Business Operations Division and 2) identifies the specific information when it occurs within the bid.

The City of Milwaukee's preference is for the bidder to segregate all information designated as confidential into one section of the Request for Bid and/or a separate document for easier removal to maintain its confidential status. The response to the bid should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the bid and all documentation become the property of the City of Milwaukee, Department of Administration, Business Operations Division.

Generally, bids are available for public review after the City of Milwaukee, Department of Administration, Business Operations Division has awarded a contract.

Form DPW 11 (2 pages)

Form DPW 12 (2 pages)

Living Wage Rate

Add the following information to Attachment 5 Wage Provisions and Minimum Wage Ordinances. Living Wage Rate and Prevailing Wage Rate information is provided in this addendum. The Living Wage Rate as of February 2003 is \$7.34 per hour. On March 1, 2004, the Milwaukee Common Council will again act on this rate and it may increase and become effective thereafter. Over the past 3 years, the Living Wage Rate has increased an average about \$0.12 per hour per year. The Contractor must pay the Living Wage Rate in effect during the Contract.

MM

MAA/JPP/FILE

RECEIVED

ENVIRONMENTAL ENGINEERING

03 MAR -7 AM 10:15

FROM CITY ENGINEER			
	ORIG	COPY	REVIEW
JP		X	REPLY
JD	X		COMMENT
JZ		X	DISTRIB
MA		X	INFO X
CW		X	COORD
			SEE ME
			ACTION
			RTIC



Office of the City Clerk

Ronald D. Leonhardt
City Clerk

Carolyn Hill Robertson
Deputy City Clerk

February 28, 2003

RECEIVED
milwaukee.gov

MAR 05 2003

COMMISSIONER
PUBLIC WORKS

To All City Departments:

RE: Adjustment to Service Contract Living Wage Requirement

Section 310-13, Milwaukee Code of Ordinances, establishes a living wage requirement for persons employed in the performance of certain service contracts for the City of Milwaukee. This ordinance also requires the City Clerk to annually adjust the minimum hourly wage amount based on the most recent poverty guideline for a family of three as set by the United States Department of Health and Human Services.

Accordingly, all departments are notified that, effective March 1, 2003, the living wage requirement has been increased to \$7.34 per hour (an increase of 12 cents). This amount is to be included in all new bid specifications issued after this date and in the language of all service contracts resulting from those bids, for service contracts subject to the ordinance.

Sincerely,

Ronald D. Leonhardt
City Clerk

cc: Common Council Members
Barry J. Zalben

rdl
council/livingwage.doc

FROM	DATE	INVEST.
MAA	3/7	
ORIG	COPY	REPLY
(MAA)	(MAA)	
TJT	(TJT)	COMMENT
RJR	(RJR)	ACTION
DPS		(NFO)
FPC	(FPC)	FILE
		COORD.
		REVIEW
		SEE ME
		DISTRIB.
SECT.		
SCAN		

Prevailing Wage Rate

10/3/03

MINIMUM WAGE SCALE

RESOLVED, By the Common Council of the City of Milwaukee, that building and construction trades workers in the construction industry employed upon public work projects done by contract for the City of Milwaukee, either new construction or repair work, upon any roads, bridges, sewers, streets, alleys, buildings, or any other public work, shall be paid no less than the hourly wage rates and fringe benefits which prevail in the Milwaukee metropolitan area for the same type of work or for closely related work. (FILE NUMBER 68-1317)

Prevailing hours of labor for all classes of laborers and mechanics means no more than ten (10) hours per day nor more than forty (40) hours per week and may not include any hours worked on a Saturday, Sunday, or one of six holidays. ALL work performed in excess of these prevailing hours must be paid at a rate of at least 1-1/2 times the hourly basis rate of pay (plus fringe benefits). *Fringe Benefits must be paid on ALL hours worked for ALL job classifications.*

If a contractor or subcontractor anticipates employing a person or persons in classifications, trades, or occupations that are not set forth in the Minimum Wage Scale, then that contractor or subcontractor is required to apply to the Commissioner of Public Works PRIOR to the bid opening date set forth in the official notice for the project for a special wage determination containing the classification(s) and associated wage and benefit rate(s). Special wage determinations requested after the bid opening date MAY be issued at the discretion of the Commissioner of Public Works' Office if it is satisfied that a special classification is used as a prevailing practice in the City of Milwaukee.

The Prime Contractor must provide each subcontractor with a copy of the Minimum Wage Scale with the appropriate classifications and rates for the type of work to be performed. The Minimum Wage Scale, including this cover sheet, must be physically included in the subcontract agreement between the prime and subcontractor.

All disputes and/or controversies regarding the proper classification of any laborer, worker, or mechanic employed on a City project will be referred to the State Department of Industry, Labor and Human Relations for final resolution and disposition.

ss. 66.293(3)(a)(3), Wis. Stats.

Any contractor, subcontractor, or agent thereof, who fails to pay the prevailing rate of wages determined by the department under this subsection or pays less than 1-1/2 times the hourly basic rate of pay for all hours worked on the project in excess of prevailing hours of labor determined under this subsection, shall be liable to the employees affected in the amount of their unpaid minimum wages or their unpaid overtime compensation and an additional amount as liquidated damages.

Each contractor, subcontractor, or agent thereof participating in a project covered by this subsection shall keep full and accurate records clearly indicating the name and trade or occupation of every laborer, workman, or mechanic employed by him in connection with the project and an accurate record of the number of hours worked by each employee and actual wages paid therefor.

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
ACOUSTIC CEILING TILE INSTALLER	26.25					9.18	35.43
	Add \$1.45 on 6/2/03 = \$36.88						
AIR & ELECTRIC EQUIPMENT- Buildings	23.02	4.45			3.40 .41 I,S,E	8.26	31.28
AIR TOOL MACHINE	21.07	4.45			3.40 .32 S,E	8.17	29.24
ASBESTOS ABATEMENT WORKER	22.91	4.45			3.40 .41 I,S,E	8.26	31.17
BITUMINOUS, DUMPER, IRONER, SMOOTHER & TAMPER(Paving)	20.92	4.45			3.40 .32 S,E,C.	8.17	29.09
BITUMINOUS LUTEMAN, RAKER (Paving)	21.27	4.45			3.40 .32 S,E,C.	8.17	29.44
BITUMINOUS SHOVELER, LOADER, UTILITY MAN (Paving)	20.92	4.45			3.40 .32 S,E,C.	8.17	29.09
BLASTER	27.14	4.45			3.40 .39 I,S,E	8.24	35.38
BLASTER (In compressed air 0-15 lbs.- Tunnel)	28.14	4.45			3.40 .39 I,S,E	8.24	36.38
	15-30 lbs. add \$2.00; 30 lbs or over add \$3.00						
BOILERMAKER	27.75	4.65			5.15 .60 A,T; 3.00Annuity	13.40	41.15
BOILERMAKER FOREMAN	29.75	4.65			5.15 .60 A,T; 3.00Annuity	13.40	43.15
BOILERMAKER GENERAL FOREMAN	30.75	4.65			5.15 .60 A,T; 3.00Annuity	13.40	44.15
BOTTOM DIGGER,MISC.BOTTOM MAN,WELDER ON SURFACE	25.65	4.45			3.40 .39 I,S,E	8.24	33.89
BRACER (in Trench Behind Machine & Tight Sheeting)	26.68	4.45			3.40 .39 I,S,E	8.24	34.92
BRACERMAN (tunnel)	26.68	4.45			3.40 .39 I,S,E	8.24	34.92
BRACERMAN (in compressed air- 0 - 15 lbs)	27.68	4.45			3.40 .39 I,S,E	8.24	35.92
	15-30 lbs. add \$2.00; 30 lbs or over add \$3.00						
BRICKLAYER(Buildings & Tunnel)	28.38	6.10			3.65 .91 A,I	10.66	39.04
BRICKLAYER (Sewer,Water)	28.33	4.75			3.55 .86 A,I	9.16	37.49
BRICKLAYER (Paving)	28.33	4.75			3.55 .86 A,I	9.16	37.49
BRICKLAYER ON SWING STAGE	29.13	6.10			3.65 .91 A,I	10.66	39.79
BRICKLAYER FOREMAN	31.22	6.10			3.65 .91 A,I	10.66	41.88
BRICKLAYER FOREMAN ON SWING STAGE	31.92	6.10			3.65 .91 A,I	10.66	42.58
CABINET INSTALLER	14.00					2.36	16.36
CARPENTER (Buildings, Tunnel)	26.75	6.00			3.85 .39 A,I,T	10.24	36.99
CARPENTER (Paving)	26.25					9.18	35.43
	Add \$1.45 on 6/2/03 = \$36.88						
CARPENTER (Sewer, Water)	26.25	5.35			3.60 .34 A,I,T	9.29	35.54
CARPENTER FOREMAN	29.43	6.00			3.85 .39 A,I,T	10.24	39.67
CARPET LAYER,SOFT FLOOR COVERER	26.25	5.35			3.60 .34 A,I,T	9.29	35.54
CAULKER, Cleaner, Tuckpointer)(Buildings, Shaft, Tunnel)	26.98	6.10			3.90 .20 A	10.20	37.18
CAULKER, Cleaner, Tuckpointer)(Paving)	27.21					8.94	36.15
CAULKER, Cleaner, Tuckpointer(Sewer,Water)	27.21					8.94	36.15
CAULKER, Cleaner, Tuckpointer Foreman	27.73	6.10			3.90 .20 A	10.20	37.93
CEMENT OR CONC.BLOCK LAYER (Buildings)	28.33					8.75	37.08
	Add \$1.55 on 6/2/03 = \$38.63						
CEMENT OR CONC.BLOCK LAYER (Sewer,Water,Tunnel)	27.78	4.00			3.50 .61 A,I	8.11	35.89
CEMENT OR CONC.BLOCK LAYER (Paving)	16.00					4.50	20.50
CEMENT OR CONC. BLOCK LAYER (SWING STAGE) (Buildings)	28.53	4.00			3.50 .61 A,I	8.11	36.64
CEMENT OR CONC. BLOCK LAYER FOREMAN (Bldgs.;Shaft/Tunnel)	30.56	4.00			3.50 .61 A,I	8.11	38.67
CEMENT OR CONC. BLOCK LAYER FOREMAN (SWING STAGE)	31.31	4.00			3.50 .61 A,I	8.11	39.42
CEMENT MASON (FINISHER) (Buildings)	26.18	4.45			3.90 .30 A,I	8.65	34.83
CEMENT MASON (Highway)	25.20	4.45			3.90 .20 A	8.55	33.75
CEMENT MASON (Sewer,Water)	25.63	4.35			3.50 .30 A,I	8.15	33.78
CEMENT MASON (Tunnel)	26.33	4.45			3.90 .30 A,I	8.65	34.98
CEMENT MASON FOREMAN (Highway)	26.20	4.45			3.90 .20 A	8.55	34.75
CEMENT MASON FOREMAN (Buildings)	28.80	4.45			3.90 .30 A,I	8.65	37.45
CEMENT MASON FOREMAN (Sewer)	28.19	4.35			3.50 .30 A,I	8.15	36.34
CEMENT MASON FOREMAN (Tunnel)	28.96	4.45			3.90 .30 A,I	8.65	37.61
CONCRETE MANHOLE BUILDER	26.68	4.45			3.40 .39 I,S,E	8.24	34.92
DRYWALL TAPER OR FINISHER	24.09	6.37			3.63 .17 A,I	10.17	34.26
ELECTRICIAN(Buildings)	26.40	6.20	2.64		2.60 .82 A,I; 2.60Annuity	14.86	41.26
ELECTRICIAN (Sewer,Water,Tunnel)	23.38					10.02	33.40
ELECTRICIAN (Paving)	23.78					11.91	35.69
	Add \$1.65 on 6/1/03 = \$37.34;\$1.25 on 12/1/03 = \$37.59; \$1.75 on 6/1/04=\$39.34; \$.25 on 12/1/04=\$39.59						
ELECTRICIAN FOREMAN	29.04	6.20	2.90		2.60 .89 A,I;2.60Annuity	15.19	44.23
ELECTRICIAN GENERAL FOREMAN	30.36	6.20	3.04		2.60 .93 A,I	15.37	45.73
ELEVATOR CONSTRUCTOR/MECHANIC	30.27	5.775	2.42		2.88 1.41E,H,W .40Annuity	12.885	43.155
ELEVATOR HELPER	21.19	5.775	1.70		2.88 1.41E,H,W .40Annuity	12.165	33.355
FENCE ERECTOR (Buildings)	17.39					4.26	21.65
FENCE, GUARD RAIL, BRIDGE BUILDER (Paving)	20.92	4.45			3.40 .32 S,E	8.17	29.09
FENCE ERECTOR (Sewer, Water, Tunnel)	17.39					4.26	21.65
FIBER OPTIC LABORER (Outside,other than Concrete Encased) (Buildings)	35.00					6.00	41.00
FIBER OPTIC LABORER(Outside,other than Concrete Encased) (Paving,Sewer,Water,Tunnel)	35.00					6.00	41.00
FLAGPERSON, TRAFFIC CONTROL (Sewer,Water,Tunnel)	17.31					6.31	23.62
FLAGPERSON, TRAFFIC CONTROL (Paving)	17.41	4.45			3.40 .32 S,E	8.17	25.58
FLOOR COVERER, Soft	26.75	6.00			3.85 .39 A,I,T	10.24	36.99
FLOOR COVERER FOREMAN (Buildings;Tunnel)	29.43	6.00			3.85 .39 A,I,T	10.24	39.67

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
GAS OR UTILITY PIPELINE LABORER (other than Sewer & Water)	28.26					8.70	36.96
GLAZIER	26.08	4.91	0.50	5.00		10.41	36.49
INSULATOR (HEAT & FROST)(can also be used for ASBESTOS WORKER)	26.71	5.00		3.14	.44 E,I;3.50Annuity	12.08	38.79
INSULATOR (BATT & BLOWN)	25.76					10.53	36.29
INSULATOR FOREMAN (HEAT & FROST)(4 man crew incl. Foreman)	27.63	4.50		2.94	.39 A,E,I;3.40Annuity	11.23	38.86
IRONWORKERS-Building & Paving	26.17	7.02		2.96	.50 A,I;3.50Annuity	13.98	40.15
IRONWORKER-Sewer, Water, Tunnel	25.92					12.58	38.50
IRONWORKER FOREMAN	28.17	7.02		2.96	.50 A,I;3.50Annuity	13.98	42.15
IRONWORKER GENERAL FOREMAN	28.67	7.02		2.96	.50 A,I;3.50Annuity	13.98	42.65
JACKHAMMER LABORER-Buildings	23.13	4.45		3.40	.41 I,S,E	8.26	31.39
JOINTMAN (Sewer,Water)	26.68	4.45		3.40	.39 I,S,E	8.24	34.92
JOINTMAN (Tunnel)	26.68	4.45		3.40	.39 I,S,E	8.24	34.92
JOINTMAN (Tunnel-Compressed Air 0-15 lbs.)	27.68	4.45		3.40	.39 I,S,E	8.24	35.92
	15-30 lbs. add \$2.00; 30 lbs or over add \$3.00						
JOINT SAWER (Paving)	21.07	4.45		3.40	.32 S,E,C	8.17	29.24
LABORER-GENERAL (Buildings)	22.91	4.45		3.40	.41 I,S,E	8.26	31.17
LABORER -Sewer,Water,Tunnel	23.95	4.45		3.40	.39 I,S,E	8.24	32.19
LABORER, MISCELLANEOUS, UNSKILLED -Paving	20.92	4.45		3.40	.32 S,E	8.17	29.09
LABORER FOREMAN (Buildings)	24.06	4.45		3.40	.41 I,S,E	8.26	32.32
LANDSCAPER-Buildings	9.27					2.11	11.38
LANDSCAPER-Sewer,Water	20.61					8.11	28.72
	Add \$1.25 on 6/2/03 = \$29.97; \$1.25 on 6/7/04= \$31.22; \$1.25 on 6/6/05; \$1.25 on 6/6/06						
LANDSCAPER - Paving	20.92	4.45		3.40	.32 S,E	8.17	29.09
LATHER	15.43						15.43
LINE CONSTRUCTOR (ELECTRICAL)(Building)	27.18					9.51	36.69
LINE CONSTRUCTOR(ELECTRICAL)(Paving,Sewer,Water,Tunnel)	27.18					9.51	36.69
MANHOLE BUILDER	25.19					7.73	32.92
MARBLE FINISHER	22.60	6.10		3.65	.25	9.85	32.00
MARBLE MASON	28.23	6.10		3.65	.25	9.85	38.08
MARBLE MASON FOREMAN	31.05	6.10		3.65	.25	9.85	40.90
METAL BLDG.ERECTOR	16.62					1.43	18.05
MILLWRIGHT	25.82	6.00		2.85	4.20 A,I,M,T	13.05	38.87
MILLWRIGHT FOREMAN	28.32	6.00		2.85	4.20 A,I,M,T	13.05	41.37
MINER	26.68	4.45		3.40	.39 I,S,E	8.24	34.92
MINER & MINING MACHINE (in compressed air - 0-15 lbs.)	27.68	4.45		3.40	.39 I,S,E	8.24	35.92
	15-30 lbs. add \$2.00; 30 lbs or over add \$3.00						
MORTAR MIXER - Buildings	23.02	4.45		3.40	.41 I,S,E	8.26	31.28
OPERATORS-BUILDING CONSTRUCTION							
SITE PREPARATION, UTILITY & LANDSCAPING WORK ONLY							
Crane; Backhoe(Track Type); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper; Power Subgrader; Asphalt Milling Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Trencher, Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler, or Rehabilitation Equipment; Tug or Launch (Not Performing Work on the Great Lakes)	25.07					11.40	36.47
Farm or Industrial Type Tractor; Greaser, Compactor (Self-Propelled); Broom or Sweeper; Environmental Burner	21.57					7.60	29.17
Crusher, Screening or Wash Plant; Air Compressor (400 CFM or Over); Pump (3 inch or over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	25.07					11.40	36.47
Work performed on the Great Lakes including Diver; Wet Tender or Hydraulic Dredge Engineer	28.59					11.30	39.89
Work performed on the Great Lakes including Crane or Backhoe Operator; Mechanic or Welder; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender	31.50	4.75		6.00	.40	11.15	42.65
Work performed on the Great Lakes including Deck Equipment Operator or Machineryman (maintains Cranes over 50 tons or Backhoes over 96,000 lbs.); Tug, Launch or Loader, Dozer or like equipment when operated on a Barge, Breakwater Wall, Slip, Dock or Scow	25.80					11.04	36.84

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
Work performed on the Great Lakes including Deck Equipment Operator; Machineryman or Fireman (operates 4 units or more or maintains Cranes 50 tons or under or Backhoes 96,000 lbs. Or under) or Assistant Tug Operator	25.80					11.04	36.84
OPERATORS-BUILDING CONSTRUCTION							
EXCLUDING SITE PREPARATION, UTILITY, PAVING & LANDSCAPING WORK							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 176 feet or over	29.79	6.90		6.00	.65 A,I,S	13.55	43.34
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 or under; Backhoe (Track Type) having a Mfr.'s rated capacity of 130,000 lbs. or over; Caisson Rig; Pile Driver;	29.29	6.90		6.00	.65 A,I,S	13.55	42.84
Traveling Crane (Bridge Type), Dredge Operator	28.84					12.45	41.29
Backhoes (excavators) under 130,000 lbs, Skid rigs, Concrete paver (over 27E), Concrete spreader and distributor, Forklift (machinery moving/steel erection), Hydroblaster (10,000 psi & over), Unlicensed off-road material haulers	28.79	6.90		6.00	.65 A,I,S	13.55	42.34
Material hoists, Stack hoists, Tractor or Truck mounted hydraulic Backhoe, Tractor or truck mounted hydraulic crane (5 tons or under); Concrete pumps, Rotec type conveyors, Tractor (over 40 hp), Bulldozer (over 40 hp); Endloader (over 40 hp); Motor Patrol; Scraper operator, Sideboom; Straddle carrier, Mechanic and Welder, Bituminous plant and paver operator, Roller (over 5 tons); Rail leveling machine (railroad); Tie placer, Tie extractor, Tie tamper, Stone leveler, Rotary drill operator and Blaster, Percussion drill operator, Air track drill and/or hammers, Trencher (wheel type or chain type having over 8-inch bucket), Milling machine	28.50	6.90		6.00	.65 A,I,S	13.55	42.05
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 tons or under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	26.62	6.90		6.00	.65 A,I,S	13.55	40.17
Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or over); Generator (150kw or over); Pump (3 inch or over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (with or without attachments); Robotic Tool Carrier (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	22.54 Add \$1.50 on 6/1/03 = \$35.74; \$1.50 on 6/6/04 = \$37.24					11.70	34.24
Oiler; Forklift	22.54 Add 1.50 on 6/1/03 = \$35.74; \$1.50 on 6/6/04 = \$37.24					11.70	34.24
Gas or Utility Pipeline, except Sewer & Water (Primary Equipment)	23.47 Add \$1.35 on 3/1/03 = \$36.12					11.30	34.77
Gas or Utility Pipeline, except Sewer & Water (Secondary Equipment)	23.07 Add \$1.35 on 3/1/03 = \$35.72					11.30	34.37
Fiber Optic Cable Equipment	19.09					9.45	28.54

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
OPERATORS -SEWER,WATER,SHAFT&TUNNEL							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 176 feet or over; Backhoe (Track Type) 130,000 or over	26.59	6.90		6.05	.70 A,I,S	13.65	40.24
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 feet or under; Backhoe (Track type) having a Mfgr.'s rated capacity of under 130,000 lbs. or over; Traveling Crane (Bridge type); Caisson Rig; Pile Driver; Dredge (not performing work on the Great Lakes)	25.81	6.90		6.05	.70 A,I,S	13.65	39.46
Truck Mounted Hydraulic Crane (10 tons or under); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Concrete Pump, Grout Pump, or Concrete Conveyor (Rotec or Bidwell type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer, Curb and Gutter Machine; Asphalt Plant; Asphalt Paver; Asphalt Screed; Roller (over 5 ton); Shouldering Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	24.86	6.90		6.05	.70 A,I,S	13.65	38.51
Farm or Industrial Type Tractor; Greaser; Compactor (self-propelled); Concrete Saw (Vermeer type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 ton or under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	24.41					12.45	36.86
Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or over); Generator (150kw or over); Pump (3 inch or over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (with or without attachments); Robotic Tool Carrier (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	24.81					10.20	35.01
Oiler; Forklift	24.81					10.20	35.01
Work performed on the Great Lakes including Diver; Wet Tender or Hydraulic Dredge Engineer	31.65	5.90		6.00	.40	12.30	43.95
Work performed on the Great Lakes including Crane or Backhoe Operator; Mechanic or Welder; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender	30.15	5.90		6.00	.40	12.30	42.45
Work performed on the Great Lakes including Deck Equipment Operator or Machineryman (maintains Cranes over 50 tons or Backhoes over 96,000 lbs); Tug, Launch or Loader, Dozer or like equipment when operated on a Barge, Breakwater Wall, Slip, Dock or Scow	26.85	5.90		6.00	.40	12.30	39.15
Work performed on the Great Lakes including Deck Equipment Operator; Machineryman or Fireman (operates 4 units or more or maintains Cranes 50 tons or under or Backhoes 96,000 lbs. or under) or Assistant Tug Operator	25.80					11.04	36.84

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
OPERATORS - LOCAL STREET OR MISCELLANEOUS PAVING							
CONCRETE PAVEMENT OR BRIDGE WORK ONLY							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib Lengths measuring 176 feet or over	27.02	6.90		5.25	.63 E,L,S	12.78	39.80
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 feet or under; Backhoe (Track type) having a Mfr. rated capacity of 130,000 lbs. or over; Caisson Rig; Pile Driver; Dredge (not performing work on the Great Lakes)	28.84					12.45	41.29
Backhoe (Track Type) having a Mfr.'s rated capacity of under 130,000 lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer Curb and Gutter Machine; Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Trencher; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	26.02	6.90		5.25	.63 E,L,S	12.78	38.80
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Environmental Burner	25.76	6.90		5.25	.63 E,L,S	12.78	38.54
Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 inch or over) or Well Points; Forklift; Skid Steer Loader (with or without attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	25.47	6.90		5.25	.63 E,L,S	12.78	38.25
Oiler	25.26	6.90		5.25	.63 E,L,S	12.78	38.04
Fiber Optic Cable Equipment	18.64					8.85	27.49
Work performed on the Great Lakes including Crane or Backhoe Operator, Mechanic or Welder, Assistant Hydraulic Dredge Engineer, Hydraulic Dredge Leverman or Diver's Tender	30.00	4.75		6.00	.40	11.15	41.15
Work performed on the Great Lakes including Diver, Wet Tender, or Hydraulic Dredge Engineer	31.50	4.75		6.00	.40	11.15	42.65
Work performed on the Great Lakes including Deck Equipment Operator or Machineryman (maintains Cranes over 50 tons or Backhoes over 96,000 lbs.); Tug, Launch or Loader, Dozer or like equipment when operated on a Barge, Breakwater Wall, Slip, Dock or Scow	26.70	4.75		6.00	.40	11.15	37.85
Work performed on the Great Lakes including Deck Equipment Operator, Machineryman or Fireman (operates 4 units or more and maintains Cranes 50 tons or under or Backhoes 96,000 lbs. Or under) or Assistant Tug Operator	25.80					11.04	36.84
ASPHALT PAVEMENT OR OTHER WORK							
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of over 100 tons; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 176 feet or over	27.02	6.90		5.25	.63 E,L,S	12.78	39.80
Crane, Tower Crane or Derrick, with or without attachments, with a lifting capacity of 100 tons or under; Crane, Tower Crane or Derrick, with Boom, Leads and/or Jib lengths measuring 175 or under; Backhoe (Track Type) having a Mfr.'s rated capacity of 130,000 lbs. or over; Caisson Rig; Pile Driver; Dredge (not performing work on the Great Lakes)	26.52	6.90		5.25	.63 E,L,S	12.78	39.30

Dated 10/3/03

JOB CLASSIFICATION	HOURLY RATE	WELFARE PER HOUR	VACATION PER HOUR	PENSION PER HOUR	OTHER SPECIFIC BENEFITS	TOTAL FRINGES	TOTAL WAGE
STONE MASON-BUILDINGS	28.33					8.75	37.08
	Add \$1.55 on 6/2/03 = \$38.63						
STONE MASON-PAVING, SEWER, WATER	12.60					1.71	14.31
STONE MASON ON SWING STAGE	28.53	4.00			3.50 .61 A,I	8.11	36.64
STONE MASON FOREMAN	30.56	4.00			3.50 .61 A,I	8.11	38.67
STONE MASON FOREMAN ON SWING STAGE	31.31	4.00			3.50 .61 A,I	8.11	39.42
TELEDATA INSTALLER	19.67					6.26	25.93
TELEDATA TECHNICIAN	20.65	5.20	2.06		1.95 1.14 A,E,I, .60Annuity	10.95	31.60
TEMPERATURE CONTROL INSTALLER	28.26					8.55	36.81
TERRAZZO FINISHER	25.29					8.63	33.92
TERAZZO MECHANIC	26.74	6.35			4.53 .35 E	11.23	37.97
TERAZZO FOREMAN (more than 3 journeymen)	28.74	6.35			4.53 .35 E	11.23	39.97
TILE FINISHER	*20.60	6.35			4.53 1.26 E	12.14	32.74
	*If hired before 6/1/99 \$21.88 hour = \$34.02						
TILE SETTER/LAYER	25.74	6.35			4.53 1.38 E	12.26	38.00
TILE SETTER/LAYER FOREMAN	27.74	6.35			4.53 1.38 E	12.26	40.00
TOPMAN (Sewer & Water)	23.95	4.45			3.40 .39 I,S,E	8.24	32.19
TRUCK DRIVERS - Building Construction							
Single Axle Dump Truck, Semi Drivers (Teamsters)	21.03	5.23	3.16		4.25	12.64	33.67
Single, Two, Three or More Axle	20.03	4.08	2.45		2.85	9.38	29.41
Articulated, Euclid or Dumptor	25.02					10.25	35.27
TRUCK DRIVERS - Sewer,Water,Tunnel							
Tandem/Tri Axle	20.12	6.08	1.97		3.54 .08	11.67	31.79
Quad/Semi Trailer Truck	20.23	6.08	1.97		3.54 .08	11.67	31.90
Articulated, Euclid or Dumptor	18.48					8.73	27.21
TRUCK DRIVERS - Paving							
Single, Two, Three or More Axle	19.15	5.15	2.32		3.10	10.57	29.72
Articulated, Euclid or Dumptor	19.02					9.39	28.41
	Add \$1.60 on 5/1/03 = \$30.01; \$1.35 on 5/1/04 = \$31.36; \$1.40 on 5/1/05						
Pavement marking vehicle	18.33					8.73	27.06
Shadow or Pilot Vehicle	13.45					4.25	17.70
TUCKPOINTER, CAULKER, CLEANER)(Buildings,Shaft,Tunnel)	26.98	6.10			3.90 .20 A	10.20	36.15
TUCKPOINTER, CAULKER,CLEANER (Paving,Sewer,Water)	27.21					8.94	36.15
TUCKPOINTER, CAULKER, CLEANER FOREMAN	27.73	6.10			3.90 .20 A	10.20	37.93
UNDERWATER DIVER (EXCEPT ON GREAT LAKES) (Buildings,Sewer,Water,Tunnel)	22.65					9.41	32.06
UNDERWATER DIVER (EXCEPT ON GREAT LAKES) (Paving)	22.65					9.41	32.06
UTILITY OR GAS PIPELINE LABORER (other than Sewer & Water)	28.26					8.70	36.96
WATERPROOFER-BUILDINGS	24.44					7.79	32.23
WATERPROOFER-PAVING	18.85					8.31	27.16
WELDER OR PIPELINE FUSER (GAS & UTILITY)	26.96					9.72	36.68
WELLDRILLER, PUMP INSTALLER (Buildings,Sewer,Water,Tunnel)	15.61						15.61

FUND CODES:

- A - APPRENTICESHIP FUND
- B - EMPLOYEE SAVINGS FUND
- C - CONTRACTOR FUND OR COOPERATION FUND
- D - DEVELOPMENT FUND
- E - EDUCATION TRUST FUND
- H - HOLIDAYS
- I - INDUSTRY ADVANCEMENT PROGRAM FUND
- L - LABOR MANAGEMENT FUND
- M - MUIAR FUND
- S - SKILL IMPROVEMENT FUND
- T - TRAINING FUND
- W - WORK PRESERVATION

Scale and Software Information

ATT4889782

Mike,
Ana requested this information. I provided a very brief overview of our scale house and office systems. The specifics, regarding who, what...etc., is included in the following e-mail.

Please let me know how we can be of further service. Hope everything is going o.k. for the City of Milwaukee.

Brenda Everman
Mettler Toledo NA Vehicle Systems
(859) 266-3000 x17
HYPERLINK "mailto:brenda.everman@mt.com"brenda.everman@mt.com
-----Original Message-----
From: Brenda Everman [mailto:brenda.everman@mt.com]
Sent: Monday, January 12, 2004 10:36 AM
To: 'abenit@mpw.net'
Cc: 'Allan.Baber@mt.com'
Subject: CMRS and weigh system

Ana,
Allan Baber asked me to respond with information pertaining to your system (for a potential customer). That's great. I have attached a couple of files for your review and you can forward to the whomever inquired about it. Additionally, they look at our web site on the internet, it's MTvehiclesystems.com.

CMRS:
Owned and licensed by Mettler Toledo, Inc., out of their Mettler Toledo Vehicle Systems (MTVS) division. I would be responsible for talking with them and putting together a demonstration and/proposal Ana. You are welcome to give them my name.

The software is a replication of the scale house software, written in Visual Basic with a SQL server database. However, the CMRS offers more enhancements than the scale software (ability, as you know, to consolidate all the sites' data and extensive reporting functionality). The CMRS also offers optional invoicing and accounts receivable modules. It is fully capable of interfacing with 3rd party accounting and/or enterprise systems.

AutoScale:
The scale software is also written in visual basis with a SQL Server database. It is one of the most comprehensive systems on the market today. It too is owned and solely marketed by Mettler Toledo, Inc., through our division (MTVS).

Note: It's important to know that while we would very much like to compliment our scales with these software packages, it is not a requirement. In other words, this software will work with any existing brand of scales.

Please let me know how I can assist you with anything else. Thanks for contacting us.

Brenda Everman
Mettler Toledo NA Vehicle Systems
(859) 266-3000 x17
HYPERLINK "mailto:brenda.everman@mt.com"brenda.everman@mt.com

Outgoing mail is certified Virus Free.
Checked by AVG anti-virus system (<http://www.grisoft.com>).
Version: 6.0.555 / Virus Database: 347 - Release Date: 12/23/2003
Page 1



Industry Specific Solutions

AutoScale 2000

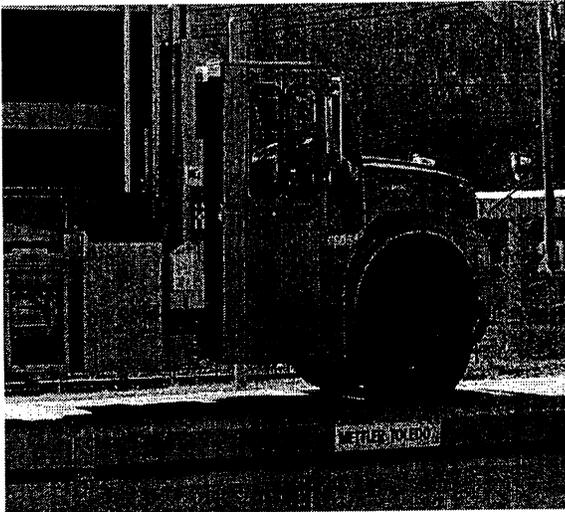
AutoScale® 2000 is a "state of the art" package designed specifically for the waste services industry. Its primary functions are to:

- Control weighing operations
- Print tickets and BOL's
- Track product accumulations, fees, taxes, etc.
- Enable hazmat monitoring via special profiles
- Create management reports

And it may interface to virtually all popular third party accounting or financial programs.

AutoScale 2000 is user friendly. The system uses "drop down" menus, lookup tables, and online help.

Item	Value
Gross lbs	50000 A
Tare lbs	23000 A
Net lbs	27000
Adjusted	27000
TON	0
Net	453,000.00
Fees	0.0000
Tax	0.0000
Redeem	0.0000
Total	453,000.00



After a scale operator enters the truck ID, AutoScale 2000 automatically captures date, time, and truck weight. Data for customer, origin or generator, material, tipping fees, etc. are also displayed. Once the operator reviews or updates the information, one click records all associated data, prints a weigh ticket and readies AutoScale 2000 for the next transaction.

Unattended Options

Using the Unattended Driver Terminal (UADT), AutoScale 2000 unattended technology allows you to increase your overall efficiency and productivity by processing vehicles without the requirement of a scale operator in attendance. Exercising this option can

- reduce labor costs
- expand hours of operation with no increase in labor
- minimize waiting lines and back up at the scales
- be used as an effective customer service tool

Reporting

AutoScale 2000 offers three "tiers" of reporting options for retrieval and display of your valuable system data.

- On line reporting allows for the creation of "on-the-fly" reports for quick system queries
- Standard reports provide a library of popular reports designed with traditional waste service providers in mind
- Custom reports may be created using most widely accepted third party ODBC products, like Crystal Reports® Professional

AutoScale 2000 data may also be automatically exported in proper format to applications like Microsoft® Word, Access and Excel.

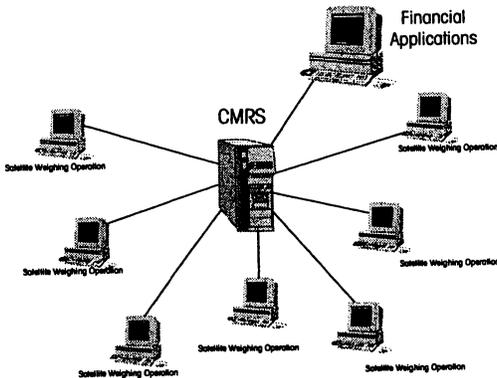
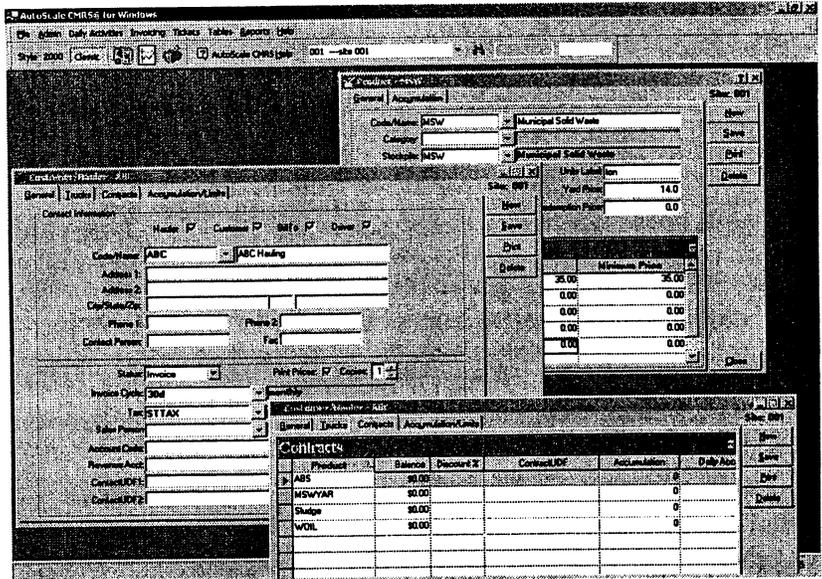


Industry Specific Solutions

Central Management Reporting System

The Central Management Reporting System (CMRS) is designed for multiple weighing locations operating at remote distances from a headquarters or back office environment. It offers the ability to:

- Consolidate multiple remote databases into one centralized master database, while maintaining unique site data identities
- Secure and control the flow of information to and from the remote weighing locations
- Serve as a master data warehouse supporting remote locations for disaster recovery services
- Optionally include invoicing and accounts receivable modules or create custom interfaces to third party financial software applications
- Generate a wide variety of management reports



The CMRS was designed to provide you maximum reporting functionality while limiting your exposure to site downtime by using database synchronization and redundancy. Each remote site database and its transactions are maintained in the consolidated CMRS master database.

By exercising the many security options available at the CMRS level, you can control or even restrict your scalehouse users from data creation and editing activities, such as adding new customers, viewing and changing prices, or modifying credit level information. If you choose, "master" information may be totally controlled at the CMRS level and passed down to the site for use.

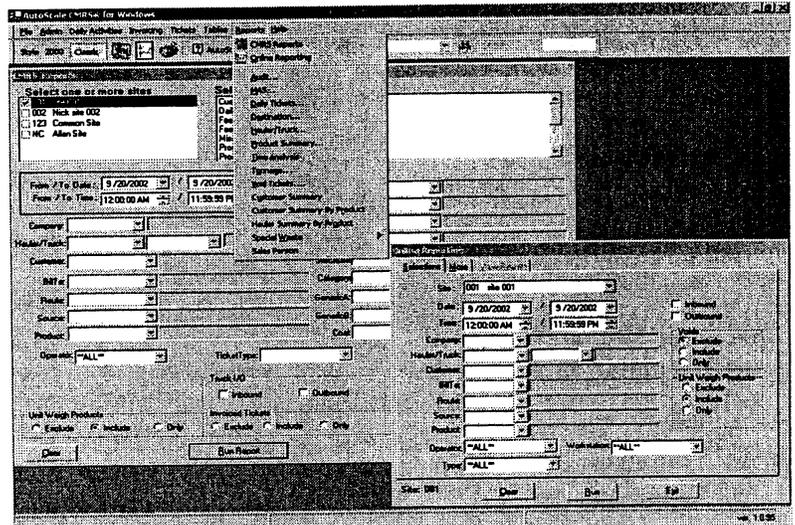
Ticket and audit information is transmitted from the sites to the CMRS on a regular basis, where it is automatically examined for accuracy. Any exceptions are extracted and made ready for analysis, correction and processing.

Reporting

The CMRS contains numerous standard reports developed in partnership with our customers over the last fifteen years. Each report may be run for a single remote site, combination of sites, or on a consolidated basis reflecting all sites. In addition to its standard reports library, the CMRS provides:

- On line reporting for the creation of "on-the-fly" reports for quick system queries
- The option for custom report creation using most widely accepted third party ODBC products, such as Crystal Reports® Professional

And CMRS data may be exported in proper format to applications like Microsoft® Access and Excel.



Operation Plan – Transfer Stations

Post-It® Fax Note	7671	Date	1/9	# of pages	8
To	Don Pirrung	From	M. Bergsch		
Co./Dept.		Co.	Sanitation		
Phone #		Phone #	414-286-3347		
Fax #	920-458-0550	Fax #			

Operati

Transfer Station Operation

Waste will be received at the Industrial Road Transfer Station on Milwaukee's north side and at the Lincoln Avenue Transfer Station on Milwaukee's south side.

Upon entering either transfer station property, City of Milwaukee collection vehicles will approach the inbound scale where each vehicle's gross weight will be recorded. The vehicle will then proceed to the tipping floor, where a loader operator will direct the truck to unload in the appropriate area of the tipping floor. After unloading, the truck will exit the transfer station and proceed to the outbound scale, where the vehicle's empty weight will be recorded.

A loader operator will operate a rubber-tired front loader to transfer waste from the tipping floor into compactors which will compress the waste into transfer trailers.

A spotter operator will detach filled trailers from the compactors, tow the trailers away from the compactors, and place empty trailers at the compactors. Tractor-trailer drivers will then transport filled trailers to area landfills where the waste will be discharged. In general, waste received at the Industrial Road Transfer Station will be transferred to the Parkview/Orchard Ridge Recycling and Disposal Facility and waste received at the Lincoln Avenue Transfer Station will be transported to Metro Recycling and Disposal Facility. The tractor-trailer drivers will transport the empty trailers back to the transfer stations, where they will rotate back into use.

Self-Help Center Operation

Self-help centers for the use of City of Milwaukee residents will be provided adjacent to each transfer station.

Residents entering the self-help centers will first stop at a checkpoint where an attendant will verify the residency of the vehicle occupant and verify that the vehicle's cargo capacity is less than one-half ton. One of two attendants at each center will then direct the resident to the appropriate area for unloading of the resident's cargo; the attendants will also assist residents as needed. After unloading, the residents will proceed to the exit gate and leave the self-help center.

In order to maintain safety, the posted speed limit within each self-help area will be 5 mph. Other signs will mark the exits and provide directions. The site attendants will monitor conditions in the self-help areas, correcting any unsafe conditions.

Wastes will be received in roll-off containers. Waste Management will provide 65 roll-off boxes at the Industrial Road Transfer Station and 80 roll-off boxes at the Lincoln Avenue Transfer Station.

All self-help center containers will be transported using roll-off vehicles. Containers of solid waste and yard waste will be weighed and then transported into the transfer station buildings for loading into larger containers and transport to compost or disposal facilities. Construction debris will be weighed and then generally hauled directly from the self-help centers to the disposal facilities.

Equipment

Please consult Sections 4.2.5 and 4.2.6 of this bid submittal for detailed information regarding mobile equipment that will be used in fulfillment of this contract. Mobile equipment will include the following:

- 19 tractors
- 50 trailers
- 8 loaders
- 4 spotters
- 1 tire and service unit
- 1 compactor service unit
- 1 loader service truck with welder
- 1 pickup truck

Waste Management's policies require that all company equipment be maintained to preserve its safe operation and efficiency. Timely preventive maintenance is a key part of keeping company equipment in good operating condition. Mobile equipment maintenance will be conducted in accordance with Waste Management's vehicle maintenance program which ensures that all equipment is maintained in good structural and physical condition. Complete preventive maintenance services are scheduled in accordance with manufacturers' recommendations using engine hours and/or calendar days as the criteria. Maintenance schedules for heavy duty vehicles, heavy equipment, and compactors are summarized below.

Heavy Duty Vehicles

Service Type

"A" Preventive Maintenance

Frequency

Every 150 engine hours or 90 calendar days, whichever occurs first.

Description

Covers 43 service points including inspection of brake systems, emergency and safety equipment, steering, clutch, lights, power steering oil level, steering gear box, batteries, tires, exhaust systems, mounts, cables, and hooks.

"B" Preventive Maintenance

Every 300 engine hours or 180 calendar days, whichever occurs first.

Covers 49 services points including changing engine oil, changing all filters, pressure testing the coolant system, tightening wheel lugs and checking numerous emergency and safety equipment functions.

Heavy Duty Equipment - Wheel Loaders

Service Type

"B" Preventive Maintenance

Frequency

Every 125 engine hours or 90 calendar days, whichever occurs first.

Description

Covers 29 service points including engine oil sampling, cooling system, fans, belts and pulleys, plus complete inspection.

"C" Preventive Maintenance

Every 250 engine hours or 182 calendar days, whichever occurs first.

Covers an additional 6 service points including engine oil change; QB-3 system; sample engine, transmission, front and rear differentials and hydraulic system; cooling system; batteries; and wheels.

"D" Preventive Maintenance

Every 500 engine hours or 365 calendar days, whichever occurs first.

Covers an additional 7 service points, including fuel filters; brakes; and transmission.

<u>Service Type</u>	<u>Frequency</u>	<u>Description</u>
"E" Preventive Maintenance	Every 1,000 engine hours or 365 calendar days, whichever occurs first.	Covers an additional 3 service points including governor rack, transmission oil and breather; and sound suppression components.
"F" Preventive Maintenance	Every 2,000 engine hours or 730 calendar days, whichever occurs first.	Covers an additional 5 service points, including engine valve lash and rotators; cooling system; transmission systems pressure and operation; hydraulic system, oil and oil filters; and differentials and final drives.
<u>Compactors</u>	<u>Frequency</u> Every month.	<u>Description</u> Covers 12 service points, including controls, manual run interlock, cycle, hydraulic pressures, electrical connections, oil, hydraulic hoses, fittings, pump and cylinder, lubrication, blade, mounting anchors and complete safety check.

Comparable service schedules are followed for light duty vehicles and trailers. Scales will be checked monthly by a certified scale company to verify accurate weighing and conduct preventative maintenance.

A daily vehicle condition report must be completed by the driver each day a vehicle is used. If the driver indicates that repairs are required, the maintenance department must sign the hard copy of the report to indicate that the repairs were made or that the vehicle is safe to operate. The driver must sign the vehicle condition report before operating the vehicle indicating concurrence with the maintenance department's indication that the vehicle is safe to operate. A vehicle condition report is completed at both the start and the finish of each work shift. Repairs will be conducted at Waste Management's equipment shop which is staffed by five mechanics, including one journeyman mechanic specializing in heavy equipment and one specialist in welding/compactor repair. The equipment will be replaced when it presents a safety hazard or is no longer productive.

Operating Hours

In accordance with the bid specifications, the transfer stations will be available to receive deliveries made by City vehicles between 6:30 a.m. and 4:30 p.m. Monday through Friday, except on legal holidays recognized by the City. The transfer stations will also be available to receive waste between 7:00 a.m. and 4:00 p.m. on the Saturday following weeks that contain a department observed holiday, if requested by the Commissioner of Public Works. Provision will be made for self-weighing and unloading of City operated roll-off trucks during off-hours.

The self-help stations will be available for use by City residents during the hours specified in the bid specifications, which include:

Summer

- | | |
|---------------------------|------------------------|
| ■ Monday-Wednesday-Friday | 7:00 a.m. - 3:00 p.m. |
| ■ Tuesday-Thursday | 7:00 a.m. - 7:00 p.m. |
| ■ Saturday | 8:00 a.m. - 4:00 p.m. |
| ■ Sunday | 10:00 a.m. - 2:00 p.m. |

Winter

- | | |
|-------------------------|-----------------------|
| ■ Monday through Friday | 7:00 a.m. - 3:00 p.m. |
| ■ Saturday | 8:00 a.m. - 4:00 p.m. |

The summer schedule will be in effect from April 15th through November 30th; the winter operating schedule will be in effect December 1st to April 14th.

Staffing

A total of 27 employees will be used to fulfill this contract, as follows:

- 11 drivers
- 8 equipment operators
- 6 self-help, station, and scale attendants
- 1 site supervisor
- 1 general manager/division president

Position descriptions for these job classifications are presented below.

1. Tractor Trailer Driver
 - Operate tractor to transport trailer to disposal facility.
 - Unload trailer.
 - Operator tractor to return trailer to transfer station.
2. Spotter Operator
 - Use spotter to remove filled trailers from compactor; reattach empty trailers to compactor.
 - Operate compactor.
 - Retrieve litter and debris and place in appropriate container.
3. Loader Operator
 - Operate front loader to load waste into compactor.
 - Direct City vehicles to appropriate unloading area on tipping floor.
 - Monitor waste loads for unacceptable waste.
4. Scale Operator
 - Record gross weight of vehicles at inbound scale and empty weight of vehicles at outbound scale.
 - Operate computer to record vehicle weights.
 - Generate City tonnage reports and other reports as needed.
 - Answer phones.
 - Control access to facility.
 - Process employee time cards and records.
5. Roll-off Truck Driver
 - Operate roll-off truck to transport filled containers from self-help center to transfer stations and disposal facilities.
 - Unload container and return empty container to self-help center.

6. Self-Help Station Attendant
 - Assist City employee in controlling access to self-help facilities.
 - Direct residents to appropriate unloading areas and assist as required.
 - Monitor self-help station operations for unsafe conditions.
 - Remove debris and litter in self-help station yard.
7. Site Supervisor
 - Oversee all transfer station operations, redirecting resources as needed to maintain efficient operations.
8. Utility Person
 - Retrieve litter and debris as necessary, returning it to the appropriate areas.
 - Sweep scales and scale approaches.
 - Assist in maintaining transfer station cleanliness.
9. Clerk
 - Prepare and process payroll.
 - Administer insurance and benefits program.
 - Prepare invoices and reports in fulfillment of contract.
10. General Manager/Division President
 - Oversee all activities in fulfillment of this contract.

Nuisance Control

Because of the proximity of the transfer stations to residential areas, it is imperative that all appropriate steps be taken to prevent the transfer stations and self-help centers from creating any nuisance conditions.

To prevent and control dust and litter, Waste Management of Wisconsin will employ a utility person, to be shared by both stations, whose main responsibility will be to retrieve litter on the transfer station grounds. To prevent litter while loads of waste are in transit to disposal facilities and compost sites, all loads of waste materials will be covered on vehicles leaving the transfer station. Also, a contract sweeping service will be employed to sweep all internal roads and the scale area.

To prevent vectors, an exterminator will treat both facilities once a month. By conducting all large-scale unloading activities indoors bird attraction will be minimized.

No odor problems are anticipated since waste will not be stored on-site for more than 24 hours and only limited quantities of waste will be stored on the tipping floor overnight. The self-help centers, however, will be closely monitored for any odors emitted in the area where grass clippings are deposited. Appropriate steps will be taken to prevent any such odors from migrating off-site.

The loader operators will remove snow and ice from the transfer station properties. Private snow and ice removal services will be retained as needed. A salt/sand mix will be kept on hand for use in increasing traction during winter weather conditions.

Unacceptable Waste

Unacceptable waste will be identified by the loader operators at each facility. Unacceptable waste the waste will be removed to an isolated area of the tipping floor and contained. If the operator deems it inadvisable to move the waste, the area in which the waste has been deposited will be cordoned off. The City will be contacted immediately for appropriate disposal of the material in accordance with state and federal regulations.

2003 Tonnage for Industrial Road and Lincoln Avenue Sites

Industrial Scale Garbage							
2003	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	
Jan	1037.57	2017.47	1442.7	1272.63	1414.52		7184.89
Feb	1415.21	1281.21	1452.09	1484.78			5633.29
March	1161.93	1482.26	1984.01	1938.73	418.87		6985.8
April	1478.61	1486.57	1884.42	2368.55	1504.77		8722.92
May	840.91	2316.19	2503.76	2748.08	2447.87	144.16	11000.97
June	2604.31	2621.54	2507.54	2390.18	555.4		10678.97
July	1353.59	2663.2	2399.32	2440.71	2009.78		10866.6
Aug	405.38	2381.38	2445.29	2153.64	2138.28	95.14	9619.11
Sept	1948.43	2264.73	2152.82	2247.36	989.16		9602.5
Oct	1136.73	2269.77	2113.95	2459.38	3080.22		11060.05
Nov	3415.21	3330.67	3277.92	1469.36	168.84		11662
Dec	2369.11	1744.3	1564.84	1248.84	1102.23		8029.32
							111,046.42

Lincoln Scale Garbage							
2003	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Total
Jan	1879.84	4088.89	3035.08	2550.92	2896.05		14450.78
Feb	2885.7	2720.2	3019.49	2906.44			11531.83
March	2271.43	3077	4018.86	3906.36	983.32		14256.97
April	2966.04	3238.49	3678.35	4720.6	2994.32		17597.8
May	1536.69	4759.03	4571.83	4768.98	4378.58	200.27	20215.38
June	4869.36	4783.98	4882.85	4396.51	1168.52		20101.22
July	2545.95	5009.74	4718.37	4659.82	2762.71		19696.59
Aug	759.88	4481.75	4462.71	4299.37	4231.46	181.89	18417.06
Sept	3836.74	4558.51	4363.24	4352.63	1901.26		19012.38
Oct	2241.84	4229.82	4340.16	4474.67	5417.61		20704.1
Nov	5967.71	5383.43	5757.08	2884.85	183.8		20176.87
Dec	4649.34	3476.1	3039.02	2287.34	1953.99		15405.79
							211,566.77

Leaves 2003

	LIN	IND	Month End
October	1,780.40	1,714.35	3,494.75
November	6,933.29	4,720.67	10,653.96
December	322.45	30.49	352.94
	8,036.14	6,465.51	14,501.65

LIN = LINCOLN AVE
IND = INDUSTRIAL ROAD

SELF HELP (SH)		SH Refuse 251	SH Grass 252	SH Brush 253	Month End
Jan	Lin	1787.18	9.51	17.56	1814.25
	Ind	912.52		36.99	949.51
Feb	Lin	1578.23	0	8.98	1587.21
	Ind	760.57	0	26.81	787.38
Mar	Lin	2349.03	7.93	6.46	2363.42
	Ind	1126.35	0	64	1190.35
April	Lin	3224.74	23.76	88.8	3338.3
	Ind	1565.58	14.38	156.79	1736.75
May	Lin	3395.78	53.7	221.03	3670.51
	Ind	1918.72	166.93	285.13	2389.78
June	Lin	3334.86	156.42	303.17	3794.45
	Ind	1697.19	174.67	284.39	2156.25
July	Lin	3250.41	125.41	316.95	3692.77
	Ind	1749.64	95.32	367.43	2212.39
Aug	Lin	2943.59	77.97	188.04	3209.6
	Ind	1588.21	58.84	298.54	1945.59
Sept	Lin	2934.17	50.12	159.05	3143.34
	Ind	1557.59	56.07	213.08	1826.74
Oct	Lin	3286.04	66.63	132.07	3484.74
	Ind	1660.43	87.11	200.59	1948.13
Nov	Lin	2674.53	101.04	86.67	2862.24
	Ind	1442.17	111	146.34	1699.51
Dec	Lin	1958.04	16.82	56	2030.86
	Ind	1104.46	19.5	77.61	1201.57
Year End Total		49800.03	1492.13	3743.48	55035.64

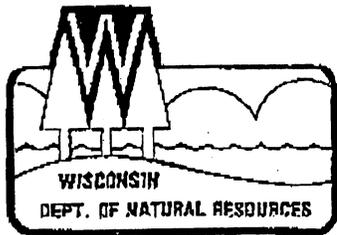
City Ordinance No. 79-5.5 Removal of Contents of Waste Containers

79-5.5. Unauthorized Removal of Contents of Waste Containers. 1. No person shall remove any material from a waste container that has been furnished by the city for the collection of solid waste. This prohibition applies to portable and nonportable containers.

2. This section does not apply to employes and agents of the city in the performance of their duties or to materials that are removed by the person who deposited them

79-15. Enforcement. The police department, department of neighborhood services and the department of public works shall enforce this chapter.

Lincoln Avenue and Industrial Road Facility Permits



STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES SOLID WASTE FACILITY OPERATION LICENSE

AUTHORIZED CONTACT:

DENNIS DREPHAL - GENERAL MANAGER
MILWAUKEE CTY LINCOLN AVE TRANSFER
W124 N8925 BOUNDARY RD
MENOMONEE FALLS WI 53061

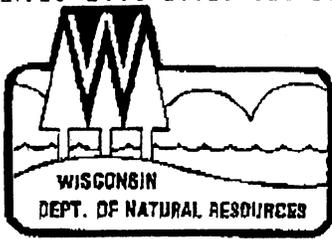
LICENSE NO.: 2062
TYPE OF FACILITY: SW Transfer Facility - Large (>100 TO
EFFECTIVE DATE: October 1, 2003
DATE OF EXPIRATION: September 30, 2004

LICENSEE: MILWAUKEE CTY LINCOLN AVE TRANSFER

NAME OF FACILITY: MILWAUKEE CTY LINCOLN AVE TRANSFER

LOCATION OF FACILITY:
4025 W LINCOLN AVENUE MILWAUKEE, CITY OF
MILWAUKEE COUNTY

THIS LICENSE AUTHORIZES THE LICENSEE TO OPERATE THE SOLID WASTE FACILITY DESCRIBED ABOVE DURING THE TERM HEREOF EXCEPT AS MODIFIED BY THE DEPARTMENT. THIS LICENSE IS SUBJECT TO AND CONDITIONED UPON COMPLIANCE WITH THE PROVISIONS OF CHAPTER 144, WIS. STATS., AND CHAPTERS NR 500-520, WIS. ADM. CODE, ANY PLAN APPROVAL AND MODIFICATIONS THEREOF, AND ANY SPECIAL ORDER AND MODIFICATIONS THEREOF ISSUED BY THE DEPARTMENT. ANY EXEMPTIONS FROM THE REQUIREMENTS OF CHAPTERS NR 500-520, WIS. ADM. CODE, ISSUED FOR THE FACILITY ARE LISTED ABOVE.



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE FACILITY OPERATION LICENSE**

AUTHORIZED CONTACT:

**DENNIS DREPHAL - GENERAL MANAGER
MILWAUKEE CTY NORTHWEST TRANSFE
W124 N8925 BOUNDARY RD
MENOMONEE FALLS WI 53051**

**LICENSE NO.: 2737
TYPE OF FACILITY: SW Transfer Facility - Large (>100 TO
EFFECTIVE DATE: October 1, 2003
DATE OF EXPIRATION: September 30, 2004**

LICENSEE: MILWAUKEE CTY NORTHWEST TRANSFE

NAME OF FACILITY: MILWAUKEE CTY NORTHWEST TRANSFE

**LOCATION OF FACILITY: SW 1/4 OF NW 1/4 OF SECTION 22, T8, R21E
8710 N INDUSTRIAL RD MILWAUKEE, CITY OF
MILWAUKEE COUNTY**

THIS LICENSE AUTHORIZES THE LICENSEE TO OPERATE THE SOLID WASTE FACILITY DESCRIBED ABOVE DURING THE TERM HEREOF EXCEPT AS MODIFIED BY THE DEPARTMENT. THIS LICENSE IS SUBJECT TO AND CONDITIONED UPON COMPLIANCE WITH THE PROVISIONS OF CHAPTER 144, WIS. STATS., AND CHAPTERS NR 500-520, WIS. ADM. CODE, ANY PLAN APPROVAL AND MODIFICATIONS THEREOF, AND ANY SPECIAL ORDER AND MODIFICATIONS THEREOF ISSUED BY THE DEPARTMENT. ANY EXEMPTIONS FROM THE REQUIREMENTS OF CHAPTERS NR 500-520, WIS. ADM. CODE, ISSUED FOR THE FACILITY ARE LISTED ABOVE.

RESPONSES TO BIDDERS WRITTEN QUESTIONS

OFFICIAL NOTICE NO. 165

ADDENDUM NO. 2

I. Responses to Bidders Written Questions

The following bidders have submitted written questions to the Commissioner. The questions and the City's response are provided. The City's responses are shown in bold.

A. The following written questions were provided from Chris Rooney, Area Manager at Onyx Waste Services.

1. Definitions Page 1-6 Unacceptable Waste - Please clarify the City's responsibility for household hazardous waste.

Gate people restrict acceptance, and it has not been a problem. The City works with the Contractor to handle, or the material is sent to MMSD. MMSD has collection sites in the Milwaukee area. The City will make every attempt to charge the cost back to the generator.

2. Section 1.14 Can the change to read "...may be subject to **good faith** and renegotiation."?

Addendum No. 2 addresses this item.

3. Section 1.15 Are all facilities currently in compliance with all Federal, State, and local environmental regulations and/or requirements, including applicable provisions of the Americans with Disabilities Act of 1990?

To our knowledge, the facilities are in compliance.

4. Section 1.3 Will the three (3), one (1) year renewals be at the same terms as the initial term, or will the renewal terms be negotiable?

The Contract renewals will be in accordance with the initial terms unless mutually agreeable to revise the terms.

5. Section 2. If the City modifies the existing Transfer Stations from their current condition and configuration during the term of the contract, will the Contractor be eligible for a contract change order?

The City has no plans to modify the transfer stations. Refer to Section 1.14.

6. Please provide the year, make and model of transfer station compactors.

Not available. Bidder can request a site visit to gather additional information. The units were custom made in 1995.

7. Please provide the year, make and model of the scales at the transfer stations.

a. **Lincoln Avenue:**

- 1) **2 scales each measuring 60 ft x 10 ft. Rated capacity for both scales is 100 tons. The platform on the west scale (inbound scale) was replaced in December 2000. The serial number for the west scale is #8892Q. The east scale (outbound scale) is #4325Q. The model number for the scales is FP-6011, Fairbanks.**

b. **Industrial Road:**

- 1) **The underground pit scale (inbound scale) is a Howe Scale. The weight indicators are Fairbanks. The pit scale measures 50 ft x 10 ft. The model number for the weight indicators is 90-9201-3. The serial number is H523376XA, Fairbanks.**

The outbound scale (above ground) measures 70 ft x 10 ft. The model number for the scale is FP7010 and the serial number is 4287Q. The model number for the weight indicators is 90-9201-3 and the serial number is H285793EB.

c. **Information on the City's scale software is provided in Addendum No. 2.**

8. Section 2. Page 2-1 Transfer Station Floors - Contractor can't determine the amount of wear on the floors. When the floors wear thin and break, will the City fund replacement of worn sections?

Contractor is responsible for floor maintenance. See Section 2.3.6.

9. Section 2.3.1 What are the Department observed holidays?

New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve Day, Christmas, and New Year's Eve Day are the City's observed holidays.

10. Section 2.5.1 Will the City remove "Disposal Facility" from the right to occupy?

The City's intent is not to have the right to "occupy the disposal facility" but to use the disposal facilities thereby to have the opportunity to dispose of waste as a customer of the disposal facilities. Addendum No. 2 will clarify this item.

11. Please provide outbound load weights for MSW and leaves for both transfer stations.

Refer to Attachment 3, Waste Quantities in the Bid Specification. Addendum No. 2 contains additional information.

12. Will the variable cost percentage be adjusted annually (for purposes of applying CPI) based on the audited contract financial statements, or will the percentage noted in Section D of the bid proposal be used for the life of the contract?

The variable cost percentage noted in Section D of the bid proposal will be used for the life of the contract.

13. Will you provide a revised drawing of the self-help centers showing 80 contractor boxes at the Lincoln Avenue site and 65 contractor boxes at the Industrial Road site?

Addendum No. 2 will revise the requirements to 56 contractor boxes at Lincoln Avenue site and 25 contractor boxes at Industrial Road site.

14. Section 3.1.1 If the Commissioner modifies the Self Help Center operating hours during the term of the contract, will the Contractor be eligible for a contract change order?

Yes.

15. Section 3.1.3 and Section 3.1.8 Will the City or the Contractor be required to transport drop-off recyclables to the existing MRF or alternate processing center?

The City will transport as per Section 3.1.8. Addendum No. 2 will revise Section 3.1.3.

16. Section 3.1.13 Will the City prosecute individuals identified illegally dumping at Self-Help Center when facility is closed? If so, what would be the course of action?

If video surveillance or a Contractor's eyewitness observe and document illegal dumping, the information will be turned over to the Milwaukee Police Department for prosecution.

17. Can transportation equipment be parked and serviced at the transfer station facilities?

Yes.

18. Please provide copies of all monthly, quarterly and annual reports required to be submitted by Contractor.

Form D, "EBE Monthly Report" is a monthly submission. A monthly accounting of tonnages must be supplied (Section 2.4). This tonnage report is similar to Attachment 3 of the Bid Specification. Form 6, "Contractor's Time Report" is quarterly. Forms 11 and 12, "Prime and Sub Affidavit of Minimum Wage Scale Compliance" are to be submitted by January 15 of each year (Section 5.5). Copies of Forms 11 and 12 are provided in this addendum.

19. Please provide copies of City's operating plan for each transfer station.

Addendum No. 2 includes the operating plan.

20. The City's response to written questions submitted on 1/8/04 may require further clarification or interpretation; will the City allow additional written questions after 1/8/04?

Due to time limitations, the bidder may not submit additional written questions. The bidder should use his/her judgment in resolving questions.

21. Is the City planning or aware of any capital improvements which need to be made?

The City is not aware of any capital improvements which need to be made.

22. In reference to Section 3.1.2 (Page 3-2), how will the Contractor handle customers whose vehicle capacity is 1/2-ton or greater? While on site visits, there were many vehicles of 1/2-ton or greater capacity using the self-help centers.

City attendants will screen vehicles.

23. Will copies of the audited contractor financial statements be kept confidential?

No, this is public information.

24. Will the City provide the last 12 months utility bills for the transfer stations and MRF?

The energy cost for 2003 was \$16,133 for the Lincoln Avenue site and \$6,668 for the Industrial Road site.

25. Section 4.1 Please identify all bid forms required to be submitted, and the order to be presented.

Refer to the Pre-bid Conference minutes.

26. Section 5.4 (1) Can alternate operating scenarios for the transfer stations and self-help centers be bid or does the City require approval of alternate operating plans prior to bid?

Alternate operating scenarios cannot be bid. During the life of the Contract, the Contractor may propose alternates to the City for consideration on their merits.

27. Section 5.17.1 a & b Will the Contractor be allowed to work overtime so long as overtime wages are paid?

Yes.

28. Section 5.19.7 This paragraph requires the Contractor to provide environmental cleanup at the transfer stations. How will the City identify pre-existing environmental conditions?

The City will respond to this in a future addendum, as appropriate.

29. Section 5.19.23 Is fire covered by the force majeure clause?

No. Fires at transfer stations are relatively common and are the responsibility of the Contractor to control.

30. How many yard attendants and drivers work at each self-help center during summer schedule and winter schedule?

Refer to Section 3.1 for minimum requirements. Currently there are four attendants at Lincoln Avenue, three at Industrial Road, and a roll-off truck at each location year round.

31. Section 1.14 allows for the renegotiation of contractual terms in the event of unforeseen happenings regarding unit price. Will Section 5.19.4 be modified to be consistent with Section 1.14. For example, a sentence can be added at the end of paragraph, which says, "However, Subject Liens and Taxes can be negotiated pursuant to Section 1.14."

Addendum No. 2 revises Section 5.19.4.

32. Section 5.19.8 sets strict and relatively high insurance amounts for "Contractors and Subcontractors." Does this requirement apply to EBEs, who by classification are likely to be economically disadvantaged and not likely to be able to afford insurance with these coverage amounts or will the Contractors' coverage suffice?

Yes, requirements apply to EBEs also.

33. Section 1.15, bullet point 10. Future amendments to laws, ordinances or regulations shall not serve as justification for termination of the contract. Will a contract change order be granted as a result of such amendments?

Change orders will be evaluated on their merit at that time (Section 1.14).

- B. The following written questions were provided from Julie Lawrence, Allied Waste.

1. Is a sample copy of the maintenance reporting system available?

No.

2. Are copies of the current permits available for both the transfer stations and the MRF?

The Industrial Road facility was permitted before the current DNR siting rules went into effect and has been "grandfathered". A copy of the Industrial Road and Lincoln Avenue facility permit will be provided by addendum.

3. Have there been any OSHA inspections at either the transfer stations or the MRF? If yes, what were the results?

The City is not aware of any OSHA inspections or results. The current vendor has had continued satisfactory internal safety audits.

4. Are previous operation and maintenance plans available?

The operations plan for the transfer stations is provided in this Addendum No. 2.

5. Has the City performed any process improvement studies or other evaluations of the performance of the sorting lines and MRF facilities? If yes, what were the results of the studies?

No studies performed.

6. Has the City performed any studies of the performance and integrity of the tipping floors (transfers and MRF) or fixed processing equipment since the facilities started operating? If yes, what were the results of the studies?

No studies performed.

7. Can hours of operation of each facility be expanded for purposes of loading transfer trailers? Is Saturday load out permissible?

Yes.

8. Will the transfer stations, self-help, and MRF be cleaned of all waste and recyclables prior to starting the new contract?

No.

9. What new and different programs will the City institute to encourage residents to recycle? Will the contractor be responsible for these costs?

The City will work with the MRF Contractor (Official Notice No. 166) on a public outreach program. Mixed paper will be accepted in 2004. The transfer station project does not include a public outreach program.

10. Will the City recognize a host fee increase or surcharge increase at the primary landfill as an upward adjustment to the tipping fee?

Refer to Section 5.19.4 and revisions in this addendum.

11. Will historical maintenance records be available to the new contractor for both transfers and MRF?

No.

12. How much money has been spent on capital improvements in the last 5 years? What was the nature of the improvements?

None.

13. Is there a proposed replacement schedule for the fixed processing equipment at the MRF and compactors at the transfers? If any equipment is deemed "beyond its useful life" is that still the responsibility of the contractor?

There is no proposed replacement schedule. Replacement and repair are the Contractor's responsibility (Section 2.3.6).

14. At what dollar amount are repairs on fixed equipment considered capital improvements? Is there a set of parameters that we can see to help make those determinations?

Refer to Section 2.3.6.

15. Will current parts inventory become the property of the City? If no, will it be available for purchase?

The previous contract is silent on parts inventory.

16. When was the last rebuild on the Van Dyke baler? When was the last rebuild on the transfer compactors?

The Van Dyke baler does not apply to this contract. The rebuild of the compactors is unknown and may have not been rebuilt. The compactors are mid-1990s vintage to our knowledge.

17. Is there communications equipment already at each site (phone systems, data lines, fax machines, copiers, desks, chairs and video surveillance) or does the contractor need to supply all of those office-type items?

Contractor shall supply office equipment and supplies. Scale house computers and software are City property available to the Contractor.

18. Are contractor fuel tanks currently on site? Can tanks be put on site or does the contractor have a service fuel the equipment?

Contractor fuel tanks are not on-site. Contractor can provide at his/her cost and is responsible for permitting. At end of contract, improvements become City property.

19. What is the living wage currently for sorters?

Addendum No. 2 contains updated information on the living wage rate.

20. Who is currently responsible for paying the self-help and sorter employees?

The City does provide the personnel at the self-help gatehouse to direct the public where to place materials. The rest of the self-help staff are Contractor responsibility.

21. Is any equipment currently in place at either the transfers or MRF to control odors or dust? If so, would that become City property?

None.

22. What safety requirements are in place at both the MRF and transfer stations?

OSHA standards, refer to Section 2.3.7.

23. Not Applicable to Transfer Station contract.

24. Not Application to Transfer Station contract.

25. Does the City currently have an anti-scavenging policy in place for recyclables? If not, what effect does scavenging have on recovery?

Scavenging is prohibited by City Ordinance No. 79-5.5. Addendum No. 2 addresses this matter, Section 2.3.11.

26. The current tipper bins or residue storage containers, are these City owned or contractor owned?

These are currently Contractor owned to become City property at end of contract.

27. Is there a broom sweeper currently at both transfer stations? If yes, who owns the sweepers on site?

No. Regarding rolling stock, two end-loaders at Lincoln Avenue, and one at Industrial Road are owned by the Contractor. The current Contract is silent regarding rolling stock.

28. What are the City's future recycling goals that could effect the contractors operations?

Mixed paper is the primary change in recyclables in 2004.

29. Not Applicable to Transfer Station contract.

30. Not Applicable to Transfer Station contract.

31. What are the electrical costs for each year at each location during the current contract?

See Question No. 24, Onyx, for the response.

32. How many hours per week are the contractor employees working?

The Contractor employees usually work 40 hours per week.

33. Are all the sorters at the \$7.34/hour number?

Yes, and Addendum No. 2 contains wage rate information.

34. Are the loader operators union employees?

Yes.

35. Not Applicable to Transfer Station contract.

36. Can we have an asset list on all existing equipment? (Non-rolling stock)

Compactor information is not available. The scale information is provided herein.

37. What is the tipping fee at the local transfer stations or MRF residue?

The City currently pays \$30.07 per ton inclusive of environmental fees.

38. Not Applicable to Transfer Station contract.

39. Not Applicable to Transfer Station contract.

40. Not Applicable to Transfer Station contract.

41. Not Applicable to Transfer Station contract.

42. Not Applicable to Transfer Station contract.

43. What were the actual 2003 tons received at the Lincoln Avenue Self-Help Center?

Refer to Attachment 3, Waste Quantities in the Bid Specification. Addendum No. 2 contains additional information on solid waste at the transfer stations.

44. What were the actual 2003 tons received at the Lincoln Avenue Transfer Station?

Refer to Attachment 3, Waste Quantities in the Bid Specification. Addendum No. 2 contains additional information.

45. What were the actual 2003 tons received at the Industrial Road Self-Help Center?

Refer to Attachment 3, Waste Quantities in the Bid Specification. Addendum No. 2 contains additional information on solid waste at the transfer station.

46. What were the actual 2003 tons received at the Industrial Road Transfer Station?

Refer to Attachment 3, Waste Quantities in the Bid Specification. Addendum No. 2 contains additional information.

47. Is the City responsible for payment of all operating permit costs? If not, can a list be provided?

Refer to Section 5.19.4 regarding payment. The transfer stations have an operating permit. Contact the DNR for the fee schedule. The Contractor is responsible for licensing its own transfer vehicles and trailers.

48. Is the City responsible for payment of all property taxes, environmental fees, waste fees, county fees/taxes, city fees/taxes, and state fees/taxes? If not, can a list be provided?

Refer to Section 5.19.4 regarding taxes. There are no property taxes because it is City property. There are taxes on waste sent to a Wisconsin landfill. Contact the DNR or landfill for this information. Addendum No. 2 also addresses Section 5.19.4.