

**CITY OF MILWAUKEE  
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR  
RECYCLING OF RESIDENTIAL ASPHALT SHINGLES  
FROM CITY OF MILWAUKEE SELF-HELP CENTERS**

**OFFICIAL NOTICE NO. 51**

**Price: \$10.00 per copy**

**Ghassan Korban  
Commissioner of Public Works**

**April 2012**

CITY OF MILWAUKEE  
Department of Public Works  
SPECIFIC OFFICIAL NOTICE NO. 51

Important Notice:

The Invitation to Bid, all bid documents and the Specifications for the project listed will be available electronically to prospective bidders via [http://mpw.milwaukee.gov/services/bid\\_notice?51-2012](http://mpw.milwaukee.gov/services/bid_notice?51-2012). Any required addenda or responses related to the listed projects will be posted on said website. Bidders are encouraged to utilize this electronic method of obtaining bid documents as the Department of Public Works intends to solely use this method for future projects. At this time however, a limited number of hard copies of the above documents will also be available at address listed below. **IF YOU ONLY PRINT THE DOCUMENTS FROM THE WEBSITE AND WOULD LIKE YOUR COMPANY'S NAME PLACED ON THE PLAN HOLDERS' LIST, PLEASE CALL 414-286-3314.**

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Sealed bids will be opened **Friday, May 4, 2012 at 10:30 A.M.** for **RECYCLING OF RESIDENTIAL ASPHALT SHINGLES FROM CITY OF MILWAUKEE SELF-HELP CENTERS.**

A limited number of copies of the bid documents are available and may be obtained at a non-refundable charge of ten dollars (\$10.00) at the Office of the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

PROSPECTIVE BIDDERS ARE TO CAREFULLY EXAMINE AND REVIEW ALL MATERIALS BEFORE SUBMITTING BID.

**RESIDENCY REQUIREMENTS** 0%.

**MWSBE REQUIREMENTS** 0% of the contract base bid.

**Bid Security Required:** Bond, certified check, or cashier's check: \$500.00.

The successful contractor will be required to furnish with the executed contract a Performance and Payment Bond to the City in the amount of FIVE THOUSAND DOLLARS (\$5,000.00).

Corporate surety will be required on Performance, Payment, and Bid Bonds. All applicable charter and statutory provisions and ordinances, all the provisions of this Official Notice, Invitation to Bid, General Conditions, Detailed Specifications, Special Provisions, Bid Proposal, Addendum, and Plans for this project and all other contract documents set forth in the Invitation to Bid will be incorporated and made part of the contract as if therein set forth in full.

The bid must be signed as set forth in the Instructions to Bidders and must also comply with all the requirements therein set forth, or it will not be considered.

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

Tie bids, when the lowest ones, will be decided by the Commissioner of Public Works. No bid may be withdrawn for a period of 45 days after the date fixed for the opening of bids.

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: \_\_\_\_\_  
Ghassan Korban  
Commissioner of Public Works

PUBLISH SIX (6) TIMES, FIRST INSERTION WITHOUT FAIL, FRIDAY, APRIL 20, 2012

CITY OF MILWAUKEE  
Department of Public Works  
Room 501 – Frank P. Zeidler Municipal Building  
841 North Broadway  
Milwaukee, Wisconsin 53202

INVITATION TO BID

Commissioner of Public Works  
Phone: 414-286-3314

Official Notice No. 51

Sealed bids for the **RECYCLING OF RESIDENTIAL ASPHALT SHINGLES FROM CITY OF MILWAUKEE SELF-HELP CENTERS** will be received at the Department of Public Works Contract Office, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than **Friday, May 4, 2012 at 10:30 A.M.**

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**IMPORTANT**

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 51, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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

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

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

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

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

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

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**DESCRIPTION: RECYCLING OF RESIDENTIAL ASPHALT SHINGLES FROM CITY OF MILWAUKEE SELF-HELP CENTERS**

Bid Security Required: Bond, certified check, or cashier's check: \$500.00.

The successful contractor will have to furnish with the executed contract a Performance Bond to the City in an amount of Five thousand dollars (\$5,000.00).

## INSTRUCTIONS TO BIDDERS

### I. BIDS

Each Bid shall be typed, legibly written, or printed in ink on the form provided in this bound copy of contract documents. No alterations in Bids or in the printed forms shall be permitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the Bid when submitted.

Each Bid shall be enclosed in a sealed envelope or wrapping, addressed to the Department of Public Works, identified on the outside with the words " RECYCLING OF RESIDENTIAL ASPHALT SHINGLES FROM CITY OF MILWAUKEE SELF-HELP CENTERS " and filed with the Department of Public Works **Contract Office**, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

### II. BID GUARANTEE

Each Bid shall be accompanied by a bid security in the amount of \$500.00. The required security must be in the form of certified check, cashier's check, or bid bond issued by a surety authorized to conduct business in the State of Wisconsin.

The bid security shall be prosecuted in the name of the City of Milwaukee and judgment recovered thereon for the full amount of penalty thereof as liquidated damages in any court having jurisdiction if the Bid is accepted and a contract based thereon is awarded and the bidder shall fail to enter into a contract in the form prescribed with legally-responsible sureties within ten (10) days after such award is made by the City.

### III. RELEASE OF BID GUARANTEE

The Bid Guarantee of each unsuccessful bidder, if in the form of a check, will be released when bidder's Bid is rejected. The Bid Guarantee of the bidder to whom a contract is to be awarded will be released when bidder executes a contract and files a satisfactory bond. The Bid Guarantee of several other bidders may be retained for a period not to exceed forty-five (45) days pending the execution of the contract and bond by the successful bidder.

### IV. WITHDRAWAL OF BID

A bidder may withdraw his/her Bid at any time prior to expiration of the period during which Bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid. No bid may be withdrawn within a period of forty-five (45) days after the date fixed for opening bids unless with the express written approval of the Commissioner.

### V. ACCEPTANCE AND REJECTION OF BIDS

The Commissioner of Public Works reserves the right to reject any or all bids and to select the bid considered most advantageous to the City.

VI. SIGNATURE OF BIDDERS

Each bidder shall sign his/her Bid using bidder's usual signature and giving bidder's full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

VII. INTERPRETATION OF CONTRACT DOCUMENTS

If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the Bid Form, Specifications, or other proposed contract documents, bidder may submit to the Commissioner, a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be faxed, mailed or delivered to each person obtaining a set of contract documents from the City. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

VIII. QUALIFICATION OF BIDDERS

The successful bidder(s) will need to present evidence to the Commissioner of Public Works that they have:

1. Experience participating in shingle recycling projects within the past five years.
2. Financial responsibility.
3. Adequate equipment appropriately licensed, and an organization capable of carrying out the work of collection and recycling.

IX. BIDS TO REMAIN OPEN

All bids shall remain open for forty-five (45) days after the day of the bid opening or until award of the contract, whichever occurs first.

X. LEGAL REQUIREMENTS

All bids shall be based upon compliance with all existing state and federal laws, City ordinances, and rules and regulations of state and federal regulatory agencies. Future amendments to laws, ordinances, or regulations shall not serve as justification for termination of the contract.

XI. PERFORMANCE BOND

The bidder(s) to whom a contract is awarded will be required to furnish a Performance Bond to the City in an amount of Five thousand dollars (\$5,000.00). The initial bond shall be for the period of one (1) year commencing June 1, 2012. The bond shall be executed on the form included in the contract documents by a surety company authorized to do business in the State of Wisconsin and acceptable as surety to the City.

Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

## XII. CONTRACT DOCUMENTS

It is understood and agreed that the Official Notice for Bids, Instructions to Bidders, Bid Form, Contract Agreement, Performance Bond, Specifications, Addenda, and subsequent Change Orders issued by the City are each included in this contract, and the work shall be done in accordance therewith.

## XIII. DEFINITIONS

Words, phrases, or other expressions used in these contract documents shall have meanings as follows:

- A. "Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
- B. "City" shall mean the City of Milwaukee, acting through its Commissioner of Public Works and Commissioner's duly authorized agents. All notices, letters, and other communication directed to the City shall be addressed and delivered to the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.
- C. "City of Milwaukee" shall mean any and all areas within the corporate limits of the City of Milwaukee.
- D. "Commissioner" shall mean the Commissioner of Public Works of the City of Milwaukee.
- E. "Contractor" shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement or the duly authorized representative.
- F. "Date of contract", or equivalent words, shall mean the date written on the Contract Agreement.
- G. "The services" shall mean the services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.
- H. "Department of Public Works" (DPW) shall mean the Commissioner of Public Works, or the Commissioner's duly authorized representative.
- I. "Residential Asphalt Shingles" (RAS) shall mean tear-off asphalt shingles from residential roofing sources, including associated tar paper and nails.
- J. "Sanitation Division" shall mean the Manager of the Sanitation Section of the Operations Division or the Manager's duly authorized representative.

XIV. BASIS FOR CONTRACT AWARD

The Contract shall be awarded to the lowest responsive qualified bidder on the basis of the low bid determined by the per ton contract price listed under base bid.

XV. SPECIAL INSTRUCTIONS TO BIDDERS

The bidders shall acquaint themselves with the specifications in order that they may be satisfied that all terms and conditions can be met at the time of award. All vehicles and equipment necessary to carry out the contract shall be available on the effective date of the contract as hereinafter provided. Each bidder shall furnish with own bid all qualifying evidence as specified herein:

- A. Bid security and affidavit of no interest.
- B. Proof of ownership or subcontractor arrangement in order to satisfy requirements for vehicles, to be included with bid.

All such evidence designated in Item B shall be confidential and not available to the general public or other bidders.

All insurance and performance bond requirements shall be satisfied and a contract executed by the contractor and contractors bonding company within ten (10) days after notice of award has been given in order that the services specified may be provided effective the contract award date.

**SPECIFICATIONS FOR**  
**THE RECYCLING OF RESIDENTIAL ASPHALT SHINGLES**  
**FROM CITY OF MILWAUKEE SELF HELP CENTERS**

I. GENERAL

These specifications, together with the official notice, instructions to bidders, and the contract agreement, define the terms of contract between the City of Milwaukee and private contractor for **THE RECYCLING OF RESIDENTIAL ASPHALT SHINGLES FROM CITY OF MILWAUKEE SELF HELP CENTERS**. The term of contract shall be as specified in the Bid. Bidders can qualify for contracts only upon presenting evidence that they can meet the qualifications as set forth in Section VIII of the Instructions to Bidders.

II. COLLECTION, TRANSPORTATION, AND RECYCLING SERVICES

The Contractor shall provide open-top roll-off containers as directed by the Operations Division for the collection of residential asphalt shingles (RAS) and shall pick up, transport and recycle such RAS in a manner in accordance with all applicable provisions of Wisconsin Statutes, Milwaukee Code of Ordinances and any other applicable legislative enactments. Such pickup and recycling services shall be provided at a minimum during the period Monday through Saturday from April through November and Monday through Friday from December through March, between the hours of 7:00 A.M. and 3:00 P.M. except legal holidays observed by the City of Milwaukee.

III. INSURANCE & INDEMNIFICATION

Contractor shall secure and maintain throughout the duration of the Contract insurance of such types and in such amounts as may be necessary to protect itself and the interests of the City against all hazards or risks of loss as hereinafter specified. Each insurance company must be rated at least A-VII by A. M. Best Company. Certificates of insurance, together with the underwriter thereof in each case shall be filed with the Commissioner before the effective date of contract. Such certificates shall provide a minimum of thirty (30) days written notice to the City before any policy covered thereby is changed or canceled.

A. Worker's Compensation and Employer's Liability

This insurance shall protect Contractor against all claims under applicable state worker's compensation laws. The liability limits shall not be less than the following:

Worker's compensation.....Statutory - minimum limits for employer's liability:

Bodily Injury by Accident .....	\$100,000 (each accident)
Bodily Injury by Disease .....	\$100,000 (each employee)
Bodily Injury by Disease .....	\$500,000 (policy limit)

B. Automobile Liability

This insurance shall be written on a business auto form and shall protect Contractor and the City against all claims for injuries to members of the public and damage to property of others arising from Contractor's use of motor vehicles whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

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

\*Or limits required by the umbrella insurer.

C. General Liability

This insurance shall be written on a commercial general liability form which shall protect Contractor and the City for those sums Contractor becomes legally obligated to pay as damages because of bodily injury, personal injury or property damage.

The limits applicable to the commercial general liability policy shall not be less than the following:

Bodily Injury/Property Damage  
Each Occurrence.....\$1,000,000  
Aggregate .....\$1,000,000

Personal Injury  
Per Person.....\$1,000,000  
Aggregate .....\$1,000,000

\*Or limits required by the umbrella insurer.

(To include contractual liability for risks assumed in this agreement. Requires removal of language in the definition of "Insured Contract" any obligation to indemnify a municipality for any reason, whether required by ordinance or not.)

D. Umbrella

This insurance shall be written to protect Contractor and the City against all claims in excess of the underlying general liability, automobile, and employers' liability coverage.

The umbrella limits shall not be less than the following:

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

The City must be listed as an additional insured under the umbrella.

The City shall be named as an additional insured on contracts providing coverage for Items B, C and D above via an endorsement, which shall read as follows:

"Includes coverage indemnifying and holding the City of Milwaukee, its officers, and agents harmless from any and all injuries and/or property damage resulting or arising from any single injury or act on the part of Contractor, Contractor's agents,

or employees, as specified in Section 115-28 of the Milwaukee Code of Ordinances.”

Certificates of insurance evidencing the required coverage in Items A through D for all the work shall be submitted to the City Attorney for approval, and shall be filed with the Commissioner before the effective date of the contract. Such certificates shall provide a minimum of thirty (30) days written notice to the City before any policy covered thereby is changed or canceled.

#### E. Indemnification

In case any action in court or proceeding before an administrative agency is brought against the City or any of its officers, agents or employees for the failure, omission or neglect of the Contractor to perform any of the covenants, acts, matters or things by this contract undertaken, or for injury or damage caused by the alleged negligence of the Contractor, its officers, agents or employees, the Contractor shall indemnify and save harmless the City and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising, in whole or in part, out of such negligent action. The City shall tender the defense of any claim or action at law or in equity to the Contractor or Contractor’s insurer to defend such claim or action without cost or expense to the City or its officers, agents or employees. The Contractor shall be solely responsible for the conduct and performance of services required under the terms and conditions of this contract and for the results there from.

It shall be specifically understood that in no event shall the City be liable for any occurrence, act, or circumstance which results in liability to others and which is not directly related to the negligence of the City.

In the event Contractor permits the coverage required to lapse for a period of more than twenty-four (24) hours, then the contract shall terminate, and Contractor shall be liable for any and all damages which the City has sustained by virtue of such termination.

#### IV. NOTIFICATION OF PICKUP AND RECYCLING SERVICE REQUIRED

##### A. Notice

When Operations Division orders the pickup of RAS, such order shall be relayed to the Contractor by telephone as provided in these Specifications. Alternatively, the Contractor and DPW may agree to a standing service schedule rather than maintaining a strictly “on call” basis if the quantity of collected shingles warrants it.

##### B. Contractor Response

The Contractor, upon notification by the Operations Division shall within 24 hours of such order, pick up the dedicated roll-off box(es) of RAS and replace with empty roll-off box(es), and transport full loads off-site for recycling. Additionally, the Contractor shall process or have processed by a third party such RAS according to Wisconsin Department of Natural Resources regulations. If the Contractor is late in response to such notification, the Contractor will be subject to late reporting penalties (See Section XIII).

#### V. EQUIPMENT REQUIREMENTS

A. Vehicles

Each vehicle used for pickup of RAS must have current valid vehicle registration affixed to the vehicle and must be in compliance with all Wisconsin Department of Transportation vehicle requirements at all times.

B. Collection Containers

Contractor must utilize standard open-top, unrestricted dumping type roll-off containers of 20-cubic yard approximate capacity. Maximum dimensions should be 22 feet in length, 8 feet in width, and 56 inches in height. Roll-off boxes must be labeled or contain signage listing "ROOFING SHINGLES" or other approved term. Bidders shall attach information to fully explain any exceptions taken to the above specification items.

All equipment used for the collection and transportation of RAS shall have all necessary permits and/or licenses as required by Federal, State and local regulations.

C. Inspection

The condition of all vehicles and equipment used in the performance of this contract may be subject to inspection and approval by the Department of Public Works before an award of contract is made. Any change of a vehicle or processing equipment may be subject to re-examination.

VI. COLLECTION, TRANSPORTATION, AND RECYCLING PROCEDURES

- A. The Contractor shall provide the Operations Division with a telephone number at which the Contractor shall be accessible to the Operations Division between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, except legal holidays observed by City of Milwaukee.
- B. The Contractor shall provide four (4) roll-off containers per the specifications above to each of the two locations listed below. RAS shall be picked up from the following Department of Public Works (DPW) locations upon order of the Operations Division as provided in the contract:

6660 N. Industrial Road  
3879 W. Lincoln Avenue

These locations may be changed at the discretion of the City.

- C. The Contractor shall weigh all such RAS which are picked up from each above location on the City-owned scales at those locations and shall maintain a record, broken down by location, of the number and weight of all such loads which have been picked up.
- D. Loads hauled off the DPW sites are deemed acceptable and will not be subject to additional fees beyond the contracted per ton rate. In the event that a load is determined to be unacceptable, Contractor will communicate this to the Operations Division and that box will be left for further

sorting by the Operations Division, or, upon approval, it may be tipped as solid waste at the adjacent DPW solid waste transfer station at no charge to the Contractor.

- E. Recycling of RAS shall be in full compliance with the laws and statutes of the State of Wisconsin and applicable local ordinances.

## VII. RATES

### A. Bid Rates

The bidder shall state, in words and figures, the price per ton to be paid by the City to the Contractor or the price per ton to be paid by the Contractor to the City for recycling of RAS, which shall be the contract price for the first year of the contract. Unit prices may be adjusted up or down after the first year of the contract upon mutual agreement between the Contractor and the City.

### B. Invoice

The contractor shall invoice the Commissioner monthly during the period of the contract. Such invoice shall specify the time period covered, the total tons by location, and the amount due. Invoices shall also list the following for each load of RAS picked up and recycled: date of service, location of service, and tonnage weight of load.

### C. Prompt Payment Policy

The City of Milwaukee, as a matter of policy, shall strive to pay all timely and properly completed invoices within 30 days of submission. Payment to the vendor will be deemed timely if the payment is mailed, delivered, or transferred within 60 calendar days after receipt of a properly completed and undisputed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later. If the City does not make payment by the 60<sup>th</sup> calendar day, the City shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent per month.

### D. Payment Monitoring Requirements

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

Please contact the Office of Small Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286.5553.

### E. No Minimum Guarantee

The City offers no minimum guarantee of the amount of business or the frequency of demand for the contractor's service. Nothing in these specifications shall be construed to be otherwise, and no claims for additional compensation shall be considered. Services that are ordered to be

paid by the City shall be contingent upon appropriation of funds by the Common Council for the purpose.

For planning purposes only, below are the historical figures related to the City's Residential Asphalt Shingles recycling program over the last two years:

Industrial Rd site: Average of 110 loads and 975 tons per year  
Lincoln Ave site: Average of 136 loads and 1,425 tons per year  
Combined total two-year averages: 246 loads and 2,400 tons per year

#### VIII. CONTRACT TERM

The term of the contract shall be for the period of one (1) year commencing June 1, 2012. The contract may be extended for up to four (4) one-year extensions, by mutual agreement between the City and the contractor. Unit prices may be adjusted up or down after the first year of the contract upon mutual agreement between the City and the contractor.

#### IX. PERFORMANCE

Prompt and efficient service on the part of the contractor will be required. Failure to give prompt and efficient service shall be reason for review and termination of the contract by the Commissioner.

#### X. REVIEW

The City reserves the right to review the services performed for compliance with the contract documents. The contractor shall furnish all reasonable assistance required for the proper review of services.

Such review shall not relieve the contractor from any obligation to monitor and perform the services strictly in accordance with the contract documents.

#### XI. SUPERVISION OF SERVICES

Supervision of the services under this contract shall be provided by the Manager of the Sanitation Division through duly authorized representatives. The contractor shall designate 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 provision of the services or notices in connection therewith. At the outset of the contract, the contractor shall notify the Manager of the Sanitation Division of the name of the representative in charge, and any subsequent changes shall be promptly reported.

#### XII. COOPERATION.

The contractor shall cooperate with all persons involved in the provision of the services, including such City employees and other persons as required by these specifications. Any complaint relative to the actions of the contractor shall be promptly reported to the Commissioner for investigation.

#### XIII. PENALTY FOR LATE REPORTING

When the contractor fails to respond to notification by the Operations Division to pickup a roll-off box of shingles for recycling, within twenty-four (24) hours of such order, a penalty amount of \$100 per occurrence, per twenty-four (24) hour delay will be deducted from contractor payments at the discretion of the Commissioner.

XIV. RIGHT OF CITY TO TERMINATE CONTRACT

In the event of default by the contractor, or if this contract is assigned by contractor without the written consent of the City, or if the contractor is adjudged bankrupt, or if at any time the City determines that the performance of services under this contract is being unnecessarily delayed, or that the contractor is violating any of the conditions of this contract, or that contractor is executing the same in bad faith or otherwise not in accordance with the terms of said contract, then the Commissioner may serve written notice upon the contractor and contractor's surety of the City's intention to terminate this contract in forty-eight (48) hours.

If during the term of this contract or extension thereof the contractor or any of contractor's duly elected officers, if it be a corporation, is charged in a warrant with a felony, the Commissioner acting on behalf of the City of Milwaukee shall reserve the right to suspend the operation of the contractor under this contract pending the determination of such criminal action, if the Commissioner deems it necessary for the best interests of the City.

XV. COVENANT AGAINST CITY EMPLOYEE BENEFITS

The contractor shall warrant that no person, officer, or official directly in the employ of the City of Milwaukee shall be permitted any share or part of this contract or any fee, commission, percentage, privilege, benefit, or other thing of value arising from issue of said contract. In the event of any breach or violation of this warranty, the Commissioner shall have the right to annul the contract without liability or obligation of any kind.

This limitation of benefits, however, shall not be construed to extend to the general welfare and safety of the employees and citizens of the City of Milwaukee.

XVI. DISCRIMINATORY PRACTICE PROHIBITED

In accord with Section 109-15, Milwaukee Code of Ordinances, no person properly qualified shall be willfully discriminated against by the Contractor by reason of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or an individual's affiliation with, or perceived affiliation with, any of these categories in the hiring, publication of employment opportunity, receiving or application for employment or training or tenure, or terms and conditions of employment.

XVII. AMERICANS WITH DISABILITIES ACT

Bidder agrees to comply with all applicable requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq.

XVIII. MINIMUM HOURLY WAGE RATES

In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a Minimum Wage Requirement is mandatory under this Contract. From and after March 1, 2012, all workers, permanent or temporary, employed in any work performed as part of this Contract shall receive and be paid a sum of not less **\$9.18** per hour. On March 1, 2013, and each March 1 thereafter throughout the term of this Contract, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. department of Health and Human Services most recent poverty guideline for a family of three. Contractor may not use the Minimum Wage requirement of this subsection to reduce the wage paid to any person employed under this Contract.

XIX. EMPLOYEES OF CONTRACTOR

Any employee of the contractor who is found to be unqualified or who willfully, negligently, or ignorantly fails to perform employee's duties or assignments, or is disobedient or abusive to the public, a fellow employee, the Commissioner, the Manager of the Sanitation Division, or their representatives shall, upon written order from the Commissioner, be removed from performance of any services under this contract.

XX. CHANGES IN CONDITIONS

The Commissioner may, at any time without notice to the surety, by written order make any change in the services within the general scope of the contract including but not limited to:

- A. Manner of performance or procedure.
- B. Directions and instructions.
- C. Employee qualifications.

No such written order shall be construed to entitle the contractor to any claim for adjustment in rates or equity.

XXI. TAXES, LICENSES, AND PERMITS

The contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or contractor in connection with the services included in this contract, and contractor shall obtain any pay for all licenses, permits, certificates of authority, and inspections required for the services.

Department of Public Works  
City of Milwaukee

SERVICE CONTRACT WAGE REQUIREMENT PROVISIONS

I. GENERAL

- A. In Accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a Minimum Hourly Wage Requirement is mandatory for all Department of Public Works' Service Contracts. The ordinance requires that all workers permanent or temporary, employed in any work performed as part of service contract, as defined in section B 2 herein, awarded after

December 31, 1995, shall receive and be paid a some of not less than \$6.05 per hour. **On March 1, 1996, and each March 1 thereafter throughout the term of this Contract, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. **No contractor may use the Minimum Wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.**

- B. The Contractor agrees to prepare and submit an affidavit, Form DPW-J, within ten (10) days following the Contractor's completion of this contract, and to procure and submit a like affidavit from every subcontractor employed by Contractor, to the Department of Public Works, regarding every person employed on or under this contract or subcontract. Said affidavits shall certify that each and every employee has been paid in full the amount of not less than **\$9.18** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake , misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:
  - 1. Withhold payments on the contract.
  - 2. Terminate, suspend or cancel the contract in whole or in part.
  - 3. After due process, consider debarment of Contractor from bidding on future contracts for a period of one year after the first violations and for a three-year period after the second.
  - 4. Any other remedy available to the City at law or in equity

## II. DEFINITIONS

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

### III. SERVICE CONTRACT UTILIZATION REQUIREMENTS

- A. For every service contract as defined in II B above, the minimum hourly wage specified in I B above shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract. In addition, copies of the minimum hourly wage requirements shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.
- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.
- C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.

### IV. RIGHT TO APPEAL

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

**City Of Milwaukee  
Department Of Public Works**

Minority/Women/Small Business Enterprise (MWSBE) Provisions

I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Minority/Women/Small Business Enterprise (M/W/SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified MWSBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize MWSBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum 0 % MWSBE participation.
- B. The prime contractor shall prepare and submit accurate and timely MWSBE utilization forms and reports to the Department of Public Works. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and MWSBE 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 MWSBE utilization reports and MWSBE 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. "MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE" (MBE), (WBE) or (SBE) means a small business concern that is 51% owned, operated and controlled by one or more individuals who are a minority, woman and/or a small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.
- B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.
  2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least

51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.

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

### III. MWSBE Utilization Requirements

- A. Each prime contractor shall utilize MWSBE to a minimum of 0 % on this contract. Note that the prime contractors shall be required to attain MWSBE participation on their base bid excluding specified allowances, alternatives, and change orders. MWSBE commitments relative to contract award shall be based upon the approved MWSBE Compliance Plan (Form A).
- B. The determination of MWSBE utilization shall be based on the following criteria:
  1. The firms identified as MWSBE by the prime contractor on the MWSBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.
  2. The prime contractor shall be credited for the entire expenditure to MWSBE firms only if all of the identified scope of work is performed directly by the certified MWSBE firm.
  3. The prime contractor shall be credited for the entire expenditure to MWSBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the MWSBE goals may be expended for MWSBE suppliers that do not manufacture products they supply.
  4. The prime contractor shall count toward the MWSBE requirement only those payments to MWSBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an MWSBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an MWSBE 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 MWSBE, the full amount of the work performed by that third tier MWSBE can be counted toward MWSBE participation. However, if the third party subcontractor is not an MWSBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-MWSBE subcontractor. MWSBEs 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 MWSBE requirement. The Commissioner of Public Works will make the final determination and evaluation of whether the MWSBE is performing a commercially-useful function.
- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed MWSBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."
  1. Information on Form A shall include, but not be limited to:
    - a. The names, addresses, telephone numbers, MWSBE Certification designation and contact person names for the certified MWSBE contractors that will participate on the project as subcontractors or suppliers;

- b. A description of the scope of work to be performed by the MWSBE on this project; and
  - c. The MWSBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
- 2. Listing an MWSBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the MWSBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
  - 3. MWSBE participation is an element of bid responsiveness. Failure to meet the specified MWSBE 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 MWSBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
  - 4. Only MWSBEs that have been certified by the Office of Small Business Development may be listed on the MWSBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified MWSBE firms is maintained at:

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

- D. After execution of the contract, if for any reason an MWSBE cannot perform, the prime contractor shall contact the Commissioner of Public Works for approval to substitute another certified MWSBE 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-MWSBE firm may be substituted with the approval of the Commissioner of Public Works.
- E. If the prime contractor has a problem in meeting the MWSBE requirements or if any other problems relative to MWSBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.
- F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.
- G. Right to Appeal.

All contracts awarded under ss.7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with applicable City ordinances for participation of the Office of Small Business Development. Following the opening of any bid involving a determination under applicable City ordinances for participation of M/W/SBE, the Commissioner of Public Works shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for

participation of M/W/SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of Public Works within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, include supporting documentation and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair and the Director of the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

**H. Percentage of Required MWSBE Participation**

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

The following tables outline the specific types of Business Enterprises and the percentage requirement for particular contract types. Once the specific enterprise percentage listed below is met for a particular contract type the overall MWSBE percentage requirement may be met by using any other certified MWSBE

For example, a Construction contract requiring 25% MWSBE can be achieved by using an African American MWSBE for 5.57, an Asian American MWSBE for .07 and a WBE for 7.31. The remaining 12.05% can be met by using any certified MWSBE.

	<b>Construction</b>	<b>Goods &amp; Services</b>	<b>Professional Services</b>
<b>MBE</b>			
African American Firms	5.57%		
Asian American Firms	0.07%		
Hispanic Firms		3.23%	
Native American Firms		0.17%	
<b>WBE</b>	7.31%	17.09%	
<b>SBE</b>	12.05%	4.51%	18%
<b>TOTAL</b>	<b>25%</b>	<b>25%</b>	<b>18%</b>

## City of Milwaukee

Department of Public Works

### Residents Preference Program Provisions

#### I. General

- A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of Public Works. The ordinance requires that 40% of WORKER HOURS worked on a DPW contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Commissioner of Public Works determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner of Public Works may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that a minimum 0 % of WORKER HOURS will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required, or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the department setting forth the facts upon which the request for adjustment is based.
- B. The contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City. The contractor shall prepare and submit accurate and timely resident utilization forms and reports to the Department of Public Works. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. The reports shall identify the name, address, race, gender, work classification, wage rates and hours worked of all employees utilized on the contract by the contractor and all subcontractors. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the Department of Public Works.
- C. During the performance of this contract the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below.
1. Withhold payments on the contract.
  2. Terminate or cancel the contract, in whole or in part.
  3. Consider possible debarment of the contractor from bidding for a period of up to two years.
  4. Any other remedy available to the City at law or in equity.

- D. The penalty for any person, firm, or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading, or fraudulent information shall, upon conviction, forfeit not less than \$1,000 or more than \$5,000 together with the costs of prosecution and, upon default of payment, shall be imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

## II. Definitions

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

## III. Residency Utilization Requirements

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

- E. The City recognizes the following three organizations which can be contacted for access to trained or qualified workers from the City. Other organizations or sources of qualified RESIDENTS can be used at the bidder's discretion.
1. Milwaukee Urban League, located at 435 West North Avenue, Milwaukee, WI 53212. Telephone number 414-374-5850 Ext. 103, fax number 414-374-1995.
  2. Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.
- F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.
- G. Right to Appeal – All contracts awarded under ss. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with any applicable City ordinances relating to the participation of 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.

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

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

**Employee Affidavit**  
*Residents Preference Program*

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

(Zip Code)

**Residency status:**

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

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

**AND**

**Unemployment status:**

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

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

**OR**

**Underemployed status:**

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

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

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

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

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

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

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

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

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

# RPP Chart

## INCOME ELIGIBILITY GUIDELINES

July 1, 2011 thru June 30, 2012

Eligibility determination is based on household size and income.

Total income must be at or below the amounts in the table.

Household Size	Yearly	Monthly	Twice per Month	Every 2 Weeks	Weekly
1	20,147	1,679	840	755	388
2	27,214	2,268	1,134	1,047	524
3	34,281	2,857	1,429	1,319	660
4	41,348	3,446	1,723	1,591	796
5	48,415	4,035	2,018	1,863	932
6	55,482	4,624	2,312	2,134	1,067
7	62,549	5,213	2,607	2,406	1,203
8	69,616	5,802	2,901	2,678	1,339
9	76,683	6,391	3,196	2,950	1,475
10	83,750	6,980	3,491	3,222	1,611
11	90,817	7,569	3,786	3,494	1,747
12	97,884	8,158	4,081	3,766	1,883
For each Additional Household Member Add	7,067	589	295	272	136

Source: Wisconsin Department of Public Instruction School Nutrition Programs

**OFFICIAL NOTICE NO. 51**

**BID**

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

**(Bids Close: Friday, May 4, 2012, at 10:30 AM)**

At: Department of Public Works, Room 506, Frank P. Zeidler Municipal Building,  
841 North Broadway, Milwaukee, Wisconsin 53202

To: Commissioner of Public Works  
City of Milwaukee  
Room 506 – Frank P. Zeidler Municipal Building  
841 North Broadway  
Milwaukee, WI 53202

The undersigned \_\_\_\_\_  
(A Corporation) (A Partnership) (An Individual)  
(use one)

of \_\_\_\_\_  
Street City Zip Code Telephone Number

Contact Person\_ \_\_\_\_\_  
Telephone number/extension or cell

\_\_\_\_\_  
Fax Number Email address

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

**OFFICIAL NOTICE NO. 51**  
**NOTICE TO CONTRACTORS**  
**RECYCLING OF RESIDENTIAL ASPHALT SHINGLES FROM CITY OF MILWAUKEE SELF-HELP CENTERS**

THE UNDERSIGNED BIDDER, being familiar with the conditions to be met and fully understanding the extent and character of the work covered by this Bid and all other factors and conditions affecting or which may be affected by the work.

HEREBY SUBMITS THE FOLLOWING BID FOR RECYCLING OF RESIDENTIAL ASPHALT SHINGLES FROM CITY OF MILWAUKEE SELF-HELP CENTERS AND AGREES TO EXECUTE THE PROPOSED CONTRACT AND FURNISH THE REQUIRED BOND FOR THE SERVICES, OFFICIAL NOTICE NO. 51 FOR A TERM OF ONE (1) YEAR AND FOR THE PRICE SET FORTH HEREIN.

FOR RECYCLING OF RESIDENTIAL ASPHALT SHINGLES FROM CITY OF MILWAUKEE SELF-HELP CENTERS at and for the sum of

BASE BID FOR THE SUM

\$ \_\_\_\_\_ per ton (payable monthly)  
(figures)

\$ \_\_\_\_\_ per ton (payable monthly)  
(words)

(Negative figures represent payment from the Contractor to the City)

**The bid price shall be entered in figures and written out in words. In case of variation, the written price shall prevail.**

**The Contract shall be awarded based on the Base Bid price above. The below Alternate Bid Option is not required and will not be used to determine the contract low bid.**

FOR RECEIVING AND RECYCLING RESIDENTIAL ASPHALT SHINGLES WITHOUT PROVIDING COLLECTION AND TRANSPORTATION FROM SELF-HELP CENTERS, for the sum of

ALTERNATIVE BID OPTION FOR THE SUM

\$ \_\_\_\_\_ per ton (payable monthly)  
(figures)

\$ \_\_\_\_\_ per ton (payable monthly)  
(words)

(Negative figures represent payment from the Contractor to the City)

The undersigned Bidder deposits herewith an approved licensed surety corporation Bid Bond in the amount of FIVE HUNDRED DOLLARS (\$500.00) 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 ten (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.

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

ACKNOWLEDGEMENTS PAGE

Official Notice No. 51-1-2012

MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

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

The bidder's commitment for M/W/SBE participation on this project is \_\_\_\_\_ %

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

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

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

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

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

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

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

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

Rev. 2/2012

Official Notice No. 50-1-2012

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

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

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

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



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

**MUST BE SIGNED**

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

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

If a Corporation, answer the following:

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

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

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

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

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



**MUST BE SIGNED**

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

(Title, if any)

Subscribed and sworn to before me this

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

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

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

**(Notary Signature)**

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

NON-COLLUSION AFFIDAVIT

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

County of: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me this

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

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

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

## Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

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

### Other Construction Business

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

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

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

LIST OF VEHICLES PROPOSED

<u>Item</u>	<u>Unit No.</u>	<u>Make</u>	<u>Year</u>	<u>VIN No.</u>	<u>Owner/Lienholder</u>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

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

PRIME CONTRACTOR'S NAME: \_\_\_\_\_ OFFICIAL NOTICE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_ TOTAL BID AMOUNT: \_\_\_\_\_ TOTAL M/W/SBE AMOUNT: \_\_\_\_\_

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

**MBE:**

**Fill in BID REQUIREMENTS:** \_\_\_\_\_% African-Amer \_\_\_\_\_%Asian-Amer \_\_\_\_\_%Hispanic \_\_\_\_\_%Native-Amer; AND \_\_\_\_\_%WBE; \_\_\_\_\_%SBE

M/W/SBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	LIST DESIGNATION: MINORITY/ WOMAN/ SMALL BUSINESS	PERCENT OF BID	AMOUNT	EXPLAIN WORK TO BE PERFORMED/MATERIA L SUPPLIED	AUTHORIZED M/W/SBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGEMENT
1.					
2.					
3.					
4.					
5.					

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

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY OSBD ANALYST: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

DEPARTMENT OF PUBLIC WORKS: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

City Of Milwaukee

Department Of Public Works

Minority/Woman/Small Business Enterprise Program (M/W/SBE)  
Subcontractor Payment Certification

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

**-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-**

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

M/W/SBE Subcontractor Name : \_\_\_\_\_

Official Notice No.: \_\_\_\_\_ Project No. \_\_\_\_\_ DPW Contract No. C \_\_\_\_\_

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

Dated: \_\_\_\_\_ Signature of M/W/SBE Subcontractor: \_\_\_\_\_

Printed Name & Title of M/W/SBE Subcontractor: \_\_\_\_\_

Certified as(Please check): \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ SBE

Acknowledged by Prime Contractor Signature: \_\_\_\_\_

Printed name & Title of Prime Contractor: \_\_\_\_\_

\*\*\*\*\*

**-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-**

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

Prime Contractor: \_\_\_\_\_

M/W/SBE Subcontractor: \_\_\_\_\_

Official Notice No.: \_\_\_\_\_ Project No. \_\_\_\_\_ DPW Contract No. C \_\_\_\_\_

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

Dated: \_\_\_\_\_ Signature of Prime Contractor: \_\_\_\_\_

Printed Name & Title of Prime Contractor: \_\_\_\_\_

Acknowledged by: M/W/SBE Subcontractor Signature: \_\_\_\_\_

Printed name & Title of M/W/SBE Subcontractor: \_\_\_\_\_

# Form D

(Rev. 1/2012)

DEPARTMENT OF PUBLIC WORKS  
MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE PROGRAM

## Form D – M/W/SBE MONTHLY REPORT

(1) Report for the Month of \_\_\_\_\_ 20\_\_\_\_ (Final: yes \_\_\_ no \_\_\_)

(2) Prime Contractor/Firm \_\_\_\_\_

(3) Full Address & Phone Number: \_\_\_\_\_

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

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

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

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

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

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

NAME OF M/W/SBE FIRM(s) AND <u>LIST THEIR M/W/SBE DESIGNATION</u>	WORK/SERVICE PERFORMED or MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID TO DATE
<b>TOTAL PAID TO M/W/SBE(s)</b>			

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

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

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

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

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

**DIRECTIONS FOR M/W/SBE MONTHLY REPORT (FORM D)**

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

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

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

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

.....

of .....  
(Street and Number) (City) (State, Zip)

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

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

..... Dollars,

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

WHEREAS, the above bounden principal is making a proposal in writing dated .....  
20 ....., to the Commissioner of Public Works of the City, according to Official Notice No .....

**20 ....., of said Commissioner for furnishing all material, equipment, labor and everything  
necessary for the completion of the work of...**

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

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

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

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

**Bidder Witnesses**

..... (Seal)  
(Bidder)

.....  
.....  
.....

By  
(Name and Title)

**Surety Witnesses**

.....  
(Surety)

.....  
.....

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

(Seal of Surety)

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

**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.

.....

(Signature)

Subscribed and sworn to before me this

..... day of ..... 20 .....

.....

Notary Public, Milwaukee County, Wisconsin

My commission expires .....