

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

INVITATION TO BID

Commissioner of Public Works
Phone: 414-286-3314

OFFICIAL NOTICE NO. 51
Project No. 1

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than **Monday, March 9, 2015** at 10:30 A.M.

IMPORTANT

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

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

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

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

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

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

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

Specific Official Notice 51-1-2015
Stump Grinding and Removal – Central District Service Area
Bid Form Appendix A

Furnishing of all labor, materials, supervision, and equipment necessary to perform stump grinding and removal, and site restoration work on City Of Milwaukee property in accordance with the DEPARTMENT OF PUBLIC WORKS FORESTRY SECTION Stump Grinding and Removal Standards and Bid Specifications and proposed contract.

Base Bid for **Sum Total** Stump Diameter Inches Removed and Restored

(Bid in Figures) \$ _____ lump sum

(Bid in Words) \$ _____ lump sum

UNIT PRICES:

Each bidder shall provide the following unit prices which were used in arriving at the Base Bid. The Unit Prices will be used for deletions or additions to the Bid Quantities from the work required under the contract. All stump measurements are “top of stump”

Unit Price: 50 ea. 5.0 -8.9 inch diameter stumps

(Unit Price Bid in Figures) \$ _____ EACH

(Unit Price Bid in Words) \$ _____ EACH

Subtotal (50 5.0 -8.9 inch stumps in Figures) \$ _____

Subtotal (50 5.0 -8.9 inch stumps in Words) \$ _____

Unit Price: 110 ea. 9.0 – 13.9 inch diameter stumps

(Unit Price Bid in Figures) \$ _____ EACH

(Unit Price Bid in Words) \$ _____ EACH

Subtotal (110 9.0 -13.9 inch stumps in Figures) \$ _____

Subtotal (110 9.0 -13.9 inch stumps in Words) \$ _____

Specific Official Notice 51-1-2015
Stump Grinding and Removal – Central District Service Area
Bid Form Appendix A

Unit Price: 125 ea. 14.0 - 19.9 inch diameter stumps

(Unit Price Bid in Figures) \$ _____ EACH

(Unit Price Bid in Words) \$ _____ EACH

Subtotal (125 14.0 - 19.9 inch stumps in Figures) \$ _____

Subtotal (125 14.0 - 19.9 inch stumps in Words) \$ _____

Unit Price: 100 ea. 20.0 – 24.9 inch diameter stumps

(Unit Price Bid in Figures) \$ _____ EACH

(Unit Price Bid in Words) \$ _____ EACH

Subtotal (100 20.0 -24.9 inch stumps in Figures) \$ _____

Subtotal (100 20.0 -24.9 inch stumps in Words) \$ _____

Unit Price: 65 ea. 25.0 – 30.9 inch diameter stumps

(Unit Price Bid in Figures) \$ _____ EACH

(Unit Price Bid in Words) \$ _____ EACH

Subtotal (65 25.0 - 30.9 inch stumps in Figures) \$ _____

Subtotal (65 25.0 – 30.9 inch stumps in Words) \$ _____

Unit Price: 14 ea. 31.0 – 35.9 inch diameter stumps

(Unit Price Bid in Figures) \$ _____ EACH

(Unit Price Bid in Words) \$ _____ EACH

Subtotal (14 31.0 – 35.9 inch stumps in Figures) \$ _____

Subtotal (14 31.0 – 35.9 inch stumps in Words) \$ _____

Specific Official Notice 51-1-2015
Stump Grinding and Removal – Central District Service Area
Bid Form Appendix A

Unit Price: 10 ea. 36.0 – 40.0 inch diameter stumps

(Unit Price Bid in Figures) \$ _____ EACH

(Unit Price Bid in Words) \$ _____ EACH

Subtotal (5 36.0 – 40.0 inch stumps in Figures) \$ _____

Subtotal (5 36.0 - 40.0 inch stumps in Words) \$ _____

***** IMPORTANT NOTICE *****

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

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

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

**Specific Official Notice 51-1-2015
Stump Grinding and Removal – Central District Service Area
Bid Form Appendix A**

CONTRACT AWARD

The Commissioner of Public Works shall award separate contracts for each respective service area based on the Lump Sum Base Bid only, (equivalent to the sum total bid of all diameter-inch classes (with quantity adjustment as necessary by City to not exceed \$120,000 maximum per contract award), to the lowest responsive and responsible bidder whose bid complies with the bid specifications, as funds permit. The Diameter Class Unit Prices will be used to establish pricing for any additions or deletions to the Bid Quantities specified in the Base Lump Sum Bid under this contract.

Bidders shall specify the maximum number of Service Areas (1-3) that could be completed in accordance with the bid specifications:

This proposal is submitted by _____,
(Company Name)

Bidder, of _____
(Street address) (City) (State) (Zip)

(Sole Trader of Partnership or Corporation)

At Milwaukee, Wisconsin, this ____ day of _____ 2011.

(Printed name of bidder)

(Signature of bidder)

(Title of bidder)

(Phone number)

***** IMPORTANT NOTICE *****

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

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

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ACKNOWLEDGEMENTS PAGE

Official Notice No. 51
Project No. 1

SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

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

The bidder's commitment for SBE participation on this project is 25 %

The bidder's commitment for Resident Preference Program Participation on the project is 0 %

The bidder's commitment for Apprenticeship Program participation on this project is 0 %
Apprentice(s) from _____ of the following trade(s) are to be employed.

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

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

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

We acknowledge the receipt of Addenda _____ to _____ inclusive.

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

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

Rev. 2/2012

Official Notice No. 51 _____

Project No. 1 _____

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

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

Telephone No. _____

Fax No. _____

Address _____

(City, State, Zip Code)



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

MUST BE SIGNED

Official Capacity _____

BID DATED _____ SBE Contractor: Yes/Designation: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

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

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



MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public, _____ County

State of _____

(Notary **Signature**)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes and says that:

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

_____, the Bidder that has submitted the attached Bid;

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

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

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

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

(Check One) _____ Signature of:

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

_____ Notary Signature

My commission expires _____, 20_____.

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

CITY OF MILWAUKEE
SPECIFIC OFFICIAL NOTICE NO. 51

Sealed bids will be opened on Monday March 9, 2015 at 10:30 A.M for **Stump Grinding, Removal, and Site Restoration in the Central District Service Area.**

Central District Service Area: Interstate I-94 North to Capital Drive.

TIME FOR COMPLETION: All assigned work, up to the maximum contract dollar amount, shall be completed no later than November 25, 2015, beginning five (5) working days from the date of issuance of the Notice to Proceed. Anticipated start date (when the Notice to Proceed may be issued): *approximately* April 20, 2015.

SBE requirement for this project: 25% of the contract base bid

For a complete listing of City of Milwaukee certified SBE firms, see the Office of Small Business Development's (OSBD) website at www.milwaukee.gov/osbd. If there are any questions regarding SBE firms, please contact the OSBD office at 414-286-5553.

The residency requirements for this project are: N/A

The apprenticeship requirements for this project are: N/A

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

BID SECURITY REQUIRED: Bid security in the amount of five hundred dollars (\$500.00) in the form of a Bond, Certified Check, or Cashier's Check must accompany the bid.

The successful contractor shall furnish, prior to or at the time of execution, a performance bond and a payment bond equivalent to 100% of the total bid amount.

Important Notice: The Invitation to Bid, and all bid documents and the Plans and Specifications for the listed project are available electronically on the DPW website. Electronic documents can be obtained via <http://mpw.milwaukee.gov/bids.docs/51-2015> Any required addenda or response related to the listed project will be posted on the DPW website. At this time there are still a limited number of hard copies of the bid documents available at the address listed below. **IF YOU ONLY PRINT THE DOCUMENTS FROM THE DPW WEBSITE PLEASE CALL 414-286-3314 TO HAVE YOUR COMPANY'S NAME AND CONTACT INFORMATION PLACED ON THE PLAN HOLDERS LIST.**

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

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

Plans and project manual will be furnished to the prospective bidders upon payment of a \$10.00 non-refundable fee in room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202. For general questions call 414-286-3314.

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

ATTENTION: All Bidders are encouraged to attend a Pre-bid Stump Grinding, Removal, and Site Restoration Workshop to review specifications, bid preparation, and submission requirements for bid acceptance. The Pre-bid workshop will be

held in the Central District Forestry Office assembly room located at 5230 W. State St on **Tuesday March 3, at 10:00 a.m.** The Pre-bid workshop will begin PROMPTLY at the scheduled time.

SCOPE: The objective of this contract is to perform stump removal and restoration work throughout the City of Milwaukee Central District Service Area. The work to be performed includes the contractor furnishing all labor, supervision, administration, materials, equipment, insurance, licenses, permits, and utility marking required for stump grinding, removal and site restoration work including soil backfill, grading and seeding at assigned locations within the City of Milwaukee Central District Service Area. All stumps to be ground are of variable diameters and are located in the city street right of way (including boulevards/medians and tree border areas located between the sidewalk and curb) or otherwise on City property within the City of Milwaukee.

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 A. KORBAN,
Commissioner of Public Works

PUBLISH TWO (2) TIMES INSERTION WITHOUT FAIL, Monday, February 23, 2015.

Contractor Name

DPW Contract No.

**Employee Affidavit
Residents Preference Program**

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

Residency status:

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

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

AND

Unemployment status:

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

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

OR

Underemployed status:

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

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____

Notary Public Milwaukee County

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

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

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

Source Wisconsin Department of Public Instruction

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

Small Business Enterprise (SBE) Provisions

I. General

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

II. Definitions

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

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

III. SBE Utilization Requirements

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

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

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

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

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

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

H. **Percentage of Required SBE Participation**

Construction 25%

The Purchase of Goods and Services 25%

The Purchase of Professional Services 18%

Rev. 5-2013

SBE provisions 5-13

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

PRIME CONTRACTOR'S NAME: _____

OFFICIAL NOTICE NUMBER: 51

DATE: _____

TOTAL BID AMOUNT: _____

TOTAL SBE AMOUNT: _____

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

Fill in **BID REQUIREMENTS:** 25 %SBE

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

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

CONTRACTOR: _____
(SIGNATURE & TITLE REQUIRED)

DATE: / /

REVIEWED BY OSBD ANALYST: _____

DATE: / /

DEPARTMENT OF PUBLIC WORKS: _____

DATE: / /

**DEPARTMENT OF PUBLIC WORKS
SMALL BUSINESS ENTERPRISE PROGRAM**

Form D -SBE MONTHLY REPORT

(1) Report for the Month of _____ 20 _____ (Final: yes ___ no ___)

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

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

(5) DPW Contract No. C _____ (6) Official Notice No. / Project Number 51/1 _____

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

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

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

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

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

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

(12) Report Prepared By: _____
(Name) (Title) (Phone Number)

(13) Authorized Signature : _____
(Name) (Title)

(14) Date _____

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

DIRECTIONS FOR SBE MONTHLY REPORT (FORM D)

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

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

City Of Milwaukee
Department Of Public Works
Small Business Enterprise Program (SBE)
Subcontractor Payment Certification

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

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

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

SBE Subcontractor Name : _____

Official Notice No.: 51 Project No. 1 DPW Contract No. C

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

Dated: _____ Signature of SBE Subcontractor: _____

Printed Name & Title of **Certified SBE** Subcontractor:

Acknowledged by **Prime Contractor** Signature: _____

Printed name & Title of **Prime Contractor**: _____

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

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

Prime Contractor: _____

SBE Subcontractor: _____

Official Notice No.: 51 Project No. 1 DPW Contract No. C

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

Dated: _____ Signature of **Prime Contractor**: _____

Printed Name & Title of **Prime Contractor**: _____

Acknowledged by: **SBE Subcontractor** Signature: _____

Printed name & Title of **SBE Subcontractor**: _____

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

Please complete and sign below and return this form to:

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

Submittal required prior to start of work on this project.

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

Signature/Authorized Official

Date

Printed Name

C

Contract Number

Title

Name of Company

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

STATE OF _____) PROJECT NAME _____
) ss. _____
_____ COUNTY) DPW Contract No. _____

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

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

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

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

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

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

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

Subscribed and sworn before me this _____
day of _____, 20__.

Notary Signature

Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

NOTICE TO CONTRACTORS

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

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



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

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

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

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

Please check one:

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

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

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

Authorized Signature: _____
Printed Name: _____ Date: _____

Subscribed to before me on this _____ day of _____, 20____, at _____ County, _____ State.

Notary Public Signature

Printed Name

My commission expires: _____

(SEAL)

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

procurement.services@milwaukee.gov



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

I. General

- A. In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a minimum wage requirement is mandatory for all Department of Public Works' Service Contracts. The ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a service contract, as defined in II B herein, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 per hour. Currently, Section 310-13 requires that **on March 1, 2015 and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage. **No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.**
- B. The Contractor agrees to prepare and submit whichever is requested, be it either or both of the following documents: A sworn report (DPW-6) every 3 months or an affidavit (Form J) within 10 days following the Contractor's completion of the contract/or yearly for any contract extension. Contractor will procure and submit like documentation from every subcontractor employed by the contractor to the Department of Public works regarding every person employed on or under this contract or subcontract. Said documentation shall certify that each and every employee has been paid in full the amount of not less than **\$10.66** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:
1. Withhold payments on the contract.
 2. Terminate, suspend, or cancel the contract in whole or in part.

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

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

II. Definitions

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

III Service Contract Utilization Requirements

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

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

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

D. Right to Appeal.

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

SUMMARY OF HOURS WORKED

(TARGET RESIDENCY VS TOTAL HOURS)

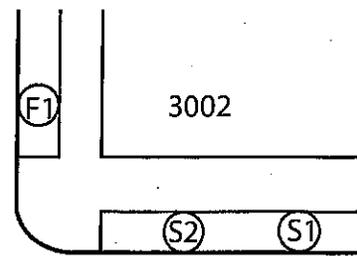
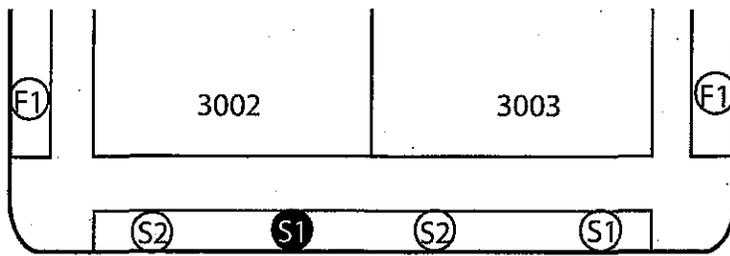
Name	No. of Hours of Special Impact Area Workers	% of Total Hours	No. of Hours of All Other Workers	% of Total Hours	Total of <u>All</u> Worker Hours
Prime Contractor:					
Subcontractors:					
GRAND TOTAL					

Inventory of Dedicated Equipment (Purchased/Leased) and Personnel

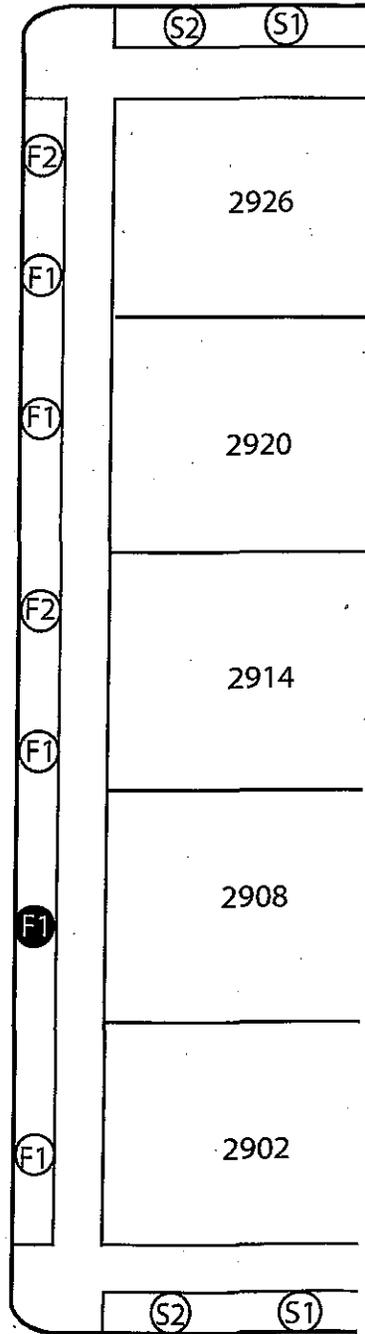
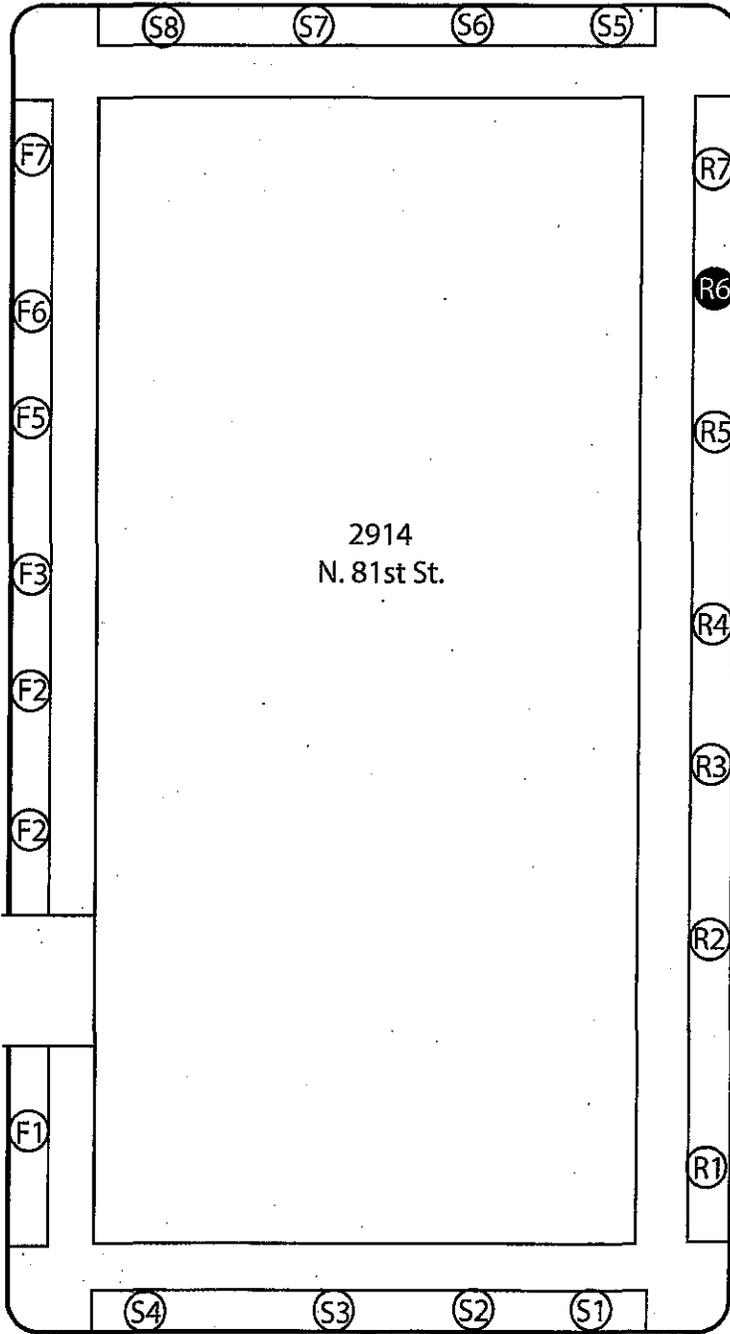
Contractor:

Item	Quantity	Make/Model	Year	ID Number	Type	Owner/Lienholder	Dedicated Personnel (#)
Example	2	Rayco RG100DXH	2010	2010-ABC	Stump Cutter	Company A	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

APPENDIX D.



W. Chambers St.



N. 80th St.

W. Locust St.



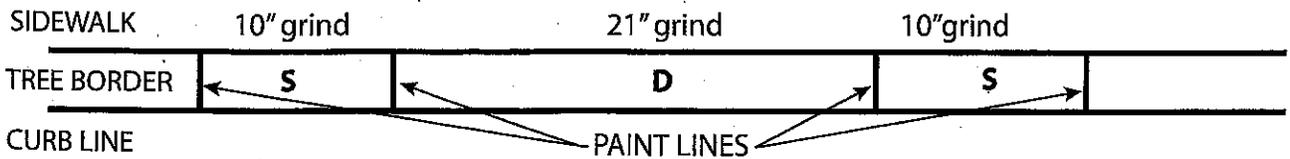
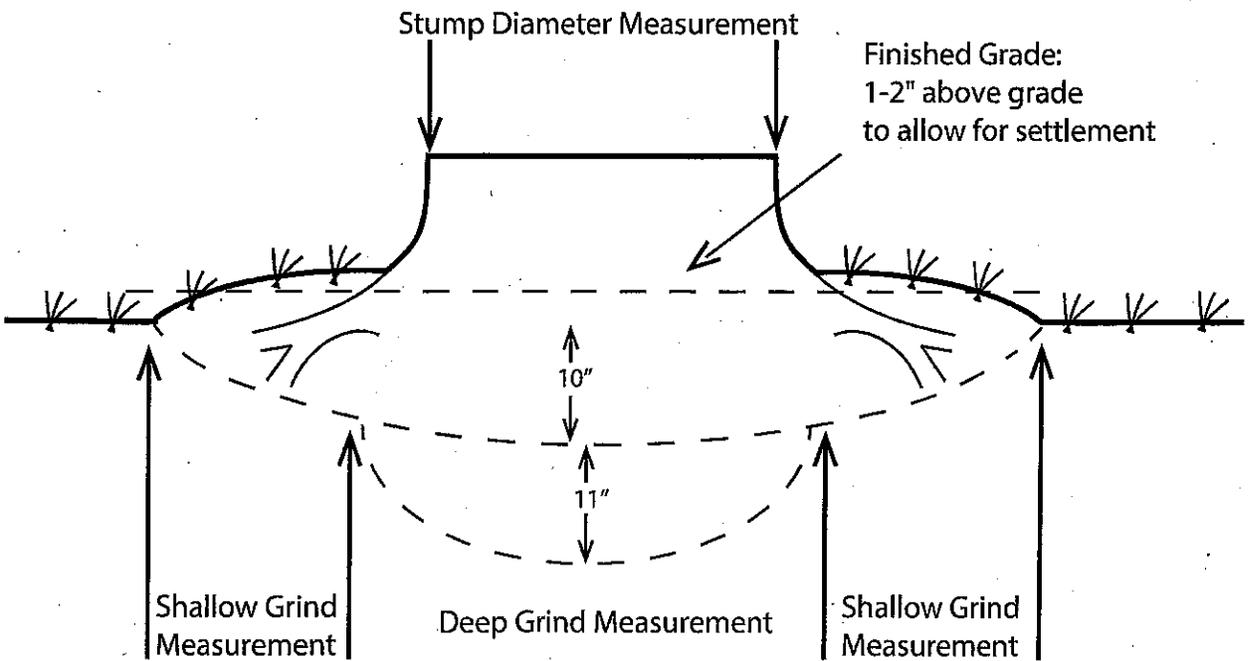
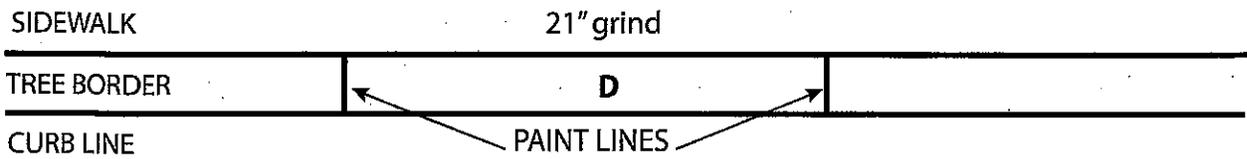
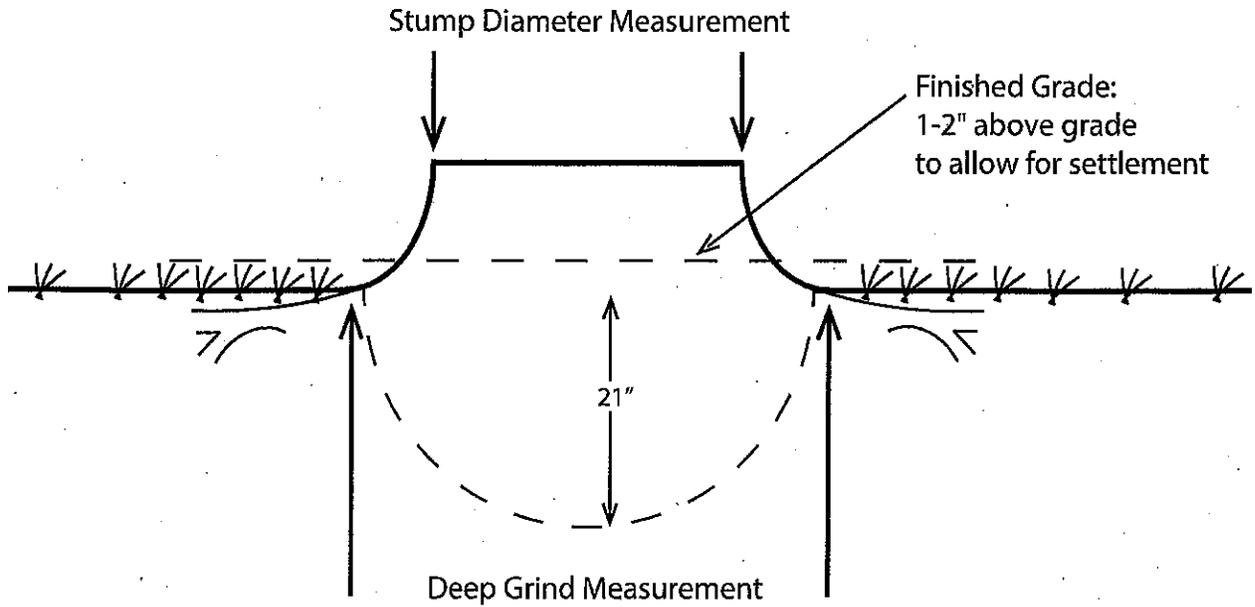
N. 81st St.

2914
N. 81st St.

S = Side
F = Front
R = Rear

●	QS	Address	On Street	Side of Street	Distance (Ft.)	Direction	Cross Street
●	S1	303 3002 N. 81st. Side 1	W. Chambers St.	North	80	East of	N. 81st St.
●	R6	303 2914 N. 81st. Rear 6	N. 80th St.	West	80	South of	W. Chambers St.
●	F1	303 2908 N. 80 St. Front 1	N. 80th St.	East	100	North of	W. Locust St.

APPENDIX E



NOTICE TO CONTRACTORS

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

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

PAYMENT MONITORING REQUIREMENTS

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

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

Address	On Street	Side of Street	Stump Diameter	DESCRIPTION
3118 13TH ST /N Front 1	13TH ST /N	East	17	MEDIUM STUMP NEAR ALLEY
3124 13TH ST /N Front 1	13TH ST /N	East	24	MEDIUM STUMP
3158 13TH ST /N Front 1	13TH ST /N	East	7	SMALL STUMP
3178 13TH ST /N Front 1	13TH ST /N	East	19	MEDIUM STUMP
3423 13TH ST /N Front 1	13TH ST /N	West	18	MEDIUM STUMP NEAR CARRIAGE WALK
3436 13TH ST /N Front 1	13TH ST /N	East	18	MEDIUM STUMP NEAR CARRIAGE WALK
3180 14TH ST /N Front 1	14TH ST /N	East	22	NARROW BORDER
3243 14TH ST /N Front 1	14TH ST /N	West	18	NARROW BORDER CARRIAGE WALK
3800 36TH ST /N Side 2	VIENNA AV /W	North	22	MEDIUM STUMP NEAR LIGHT POLE/CARRIAGE WALK/NEW CONCRETE
3801 36TH ST /N Side 1	VIENNA AV /W	North	23	MEDIUM STUMP
3801 36TH ST /N Side 2	VIENNA AV /W	North	17	MEDIUM STUMP
4129 HOPE AV /W Front 3	HOPE AV /W	South	30	LARGE STUMP NEAR LIGHT POLE
4178 41ST ST /N Side 3	HOPE AV /W	South	23	MEDIUM STUMP NEAR LIGHT POLE
4083 MONTREAL ST /N Front 1	MONTREAL ST /N	West	38	LARGE STUMP NEAR CARRIAGE WALK
4151 MONTREAL ST /N Front 1	MONTREAL ST /N	West	36	LARGE STUMP NEAR CARRIAGE WALK
4000 ROOSEVELT DR /W Median 4	ROOSEVELT DR /W	Median	21	MEDIUM STUMP ON MEDIAN
5200 WASHINGTON BL /W Median 3	WASHINGTON BL /W	Median	38	LARGE STUMP ON MEDIAN

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS
FORESTRY SECTION

Stump Grinding, Removal and Site Restoration Standards and Bid Specifications
Official Notice 51-1-2015 Central District Service Area

1.0 SCOPE OF WORK:

- 1.1 The objective of this contract is to perform stump removal and restoration work throughout the City of Milwaukee Central District Service Area (Approximately W I-94 north to W Capitol Dr.). The work to be performed under this contract includes the CONTRACTOR furnishing all labor, supervision, administration, materials, equipment, insurance, licenses, permits, and utility marking required for stump grinding, removal and site restoration work including soil backfill, grading and seeding at assigned locations within the City of Milwaukee Central District Service Area.
- 1.2 Only qualified personnel shall supervise and perform services in this contract. All work shall be performed in accordance with OSHA standards, the latest revision of ANSI Standard Z133.1 and other applicable regulations.
- 1.3 **The total amount of work assigned and scheduled to be completed under this contract is estimated at \$120,000. All work must be completed within the awarded amount.** The quantity of stumps in each respective diameter size class on the bid pages (see bid form Appendix A) are estimated for unit bidding purposes and quantities may be adjusted at the discretion of the City as necessary, to not exceed available funding.
- 1.4 All assigned work, up to the maximum contract dollar amount, shall be completed within consecutive days from April 20, 2015 to November 25, 2015, beginning five (5) working days from the date of issuance of the Notice to Proceed.
- 1.5 The CITY reserves the right to limit Contract awards to one (1) Service Area per prime Contractor.

The scope of work is not to be interpreted as an absolute definition of the quantity or type of work that may be required.

2.0 QUALIFICATIONS/EQUIPMENT REQUIREMENTS:

- 2.1 **Small Business Enterprise (SBE) participation:** In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified SBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize

SBEs as subcontractors and material suppliers on all contracts. **For this contract, bidders are required to achieve a minimum 25% SBE participation.** See attached Small Business Enterprise Provisions for additional requirements.

- 2.2 All Stump Grinding and Removal work must be completed under the direct **on-site** supervision of an **experienced stump grinding operator** and in accordance with **ANSI Z133.1 Standards for Arboricultural Operations – Safety Requirements, latest edition, and all applicable OSHA regulations.**
- 2.3 **Bidders and all personnel assigned to this work must have the experience, required skills, training and ANSI approved equipment necessary to safely grind and remove stumps in a controlled manner. All bidder experience and declared equipment requirements must be met at the time of Bid Submission.** CONTRACTOR may be required to attend a pre-award meeting to verify personnel and equipment declarations submitted in the bid submission.
- 2.4 All bidders must have in their possession **or available to them by formal agreement at the time of bidding:** trucks, devices, stump grinder(s) outfitted with full protective skirt(s), hand tools and other equipment and supplies necessary to perform the work as outlined in these specifications.
- 2.5 Equipment (on hand or to be purchased and/or leased upon award of contract) and number of personnel committed for continuous use in this contract must be declared by the CONTRACTOR on the **Equipment and Personnel Inventory (See bid form Appendix B).** False or misleading information regarding equipment and personnel availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment and personnel committed for this contract must be provided to the City before the Notice to Proceed will be granted. All declared equipment and dedicated personnel are subject to verification at any time during the contract period. The City may inspect such equipment or agreements prior to the awarding of a contract.
- 2.6 **All stump grinder equipment must be outfitted with full protective skirts for controlling discharge and to prevent personal injury or damage to structures, buildings, street improvements, utilities, landscaping and other property.** Operators shall take additional protective measures as necessary to eliminate projectiles from the work zone (particularly the rear of the stump grinder or areas not protected by skirting). The CONTRACTOR shall be solely responsible for the safety of the crew, all observers, and shall maintain workers compensation insurance as required by the Wisconsin Statutes.
- 2.7 The stabilizer legs of the CONTRACTOR'S backhoe, tractor, or other heavy machinery intended for use on assigned work locations and to be used on city sidewalks must have padded feet. If the machinery is not innately equipped with padded feet the CONTRACTOR shall place wooden stabilizers between the feet of the machine and the sidewalk to ensure protection.
- 2.8 CONTRACTOR is required to consult with the City concerning details of scheduling of all work. CONTRACTOR shall provide the City with a telephone number that shall be staffed during the business hours of 6:00 a.m. to 5:00 p.m. In addition, CONTRACTOR shall maintain a working email address which is checked on a daily basis. All telephones shall be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by phone and/or email from City personnel within twenty four (24) hours after contact to CONTRACTOR. Difficulty contacting the CONTRACTOR may result in contract termination.

2.9 CONTRACTOR shall have a competent person in charge of the work at all times to whom the City may issue directives and who shall accept and act upon such directives, and who reads, speaks and writes English competently. **There shall be at least one employee on each crew that speaks fluent English.** Failure of the CONTRACTOR to act on issued directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directive would create potential personal injury or safety hazards.

2.10 The CONTRACTOR shall provide an employee other than the stump grinding operator to observe and maintain a safe work zone during stump grinding operations.

3.0 TERMS OF CONTRACT:

3.1 All assigned work, up to the maximum contract dollar amount, shall be completed within consecutive days between April 20, 2015 and November 25, 2015, beginning five (5) working days from the date of issuance of the Notice to Proceed. All required documentation, including insurance and bonding submittals, must be received by the City prior to beginning any contract related work.

3.2 CONTRACTOR will be responsible for maintaining a productivity standard of completing a minimum of thirty (30) assigned work locations per week between April 20 – November 25, 2015 beginning from the date of issuance of the Notice to Proceed, with the exception of inclement weather days.

3.3 In the case inclement weather prevents contract work from being completed for the day; CONTRACTOR shall notify, by phone, the Contract Inspector no later than 7:30 am the day of intended work. If, in the sole opinion of the Contract Inspector, the weather does not substantiate an inclement weather day the CONTRACTOR will be held to productivity standards as described above.

4.0 LOCATION OF WORK:

4.1 All work to be performed will be provided as a Notice to Proceed listing of assigned work locations on **City of Milwaukee Owned Property** within the corporate limits of the City. Assigned work locations may be in the rear, side, or front of properties; refer to Appendix D for a diagram key to understand site location coding. The Contract Inspector reserves the right to adjust the list of locations. Any additional locations, up to the maximum contract dollar amount, shall be provided to the CONTRACTOR by the Contract Inspector as an addendum of the official Notice to Proceed.

4.2 No work shall be completed on locations not listed on the Notice to Proceed or addenda to the Notice to Proceed unless otherwise approved and authorized, in writing, by the Contract Inspector.

4.3 All public inquiries, while on assigned work location sites, shall be directed to the Contract Inspector.

5.0 SCHEDULING OF WORK:

5.1 Monday – Friday:

7:00 a.m. – 5:00 p.m. (daylight hours only)

5.2 No work shall be performed on weekend or city observed holidays, unless otherwise approved, in writing, by the Contract Inspector.

5.3 The City will provide the CONTRACTOR with an advanced list of work locations upon award of the contract for the purpose of utility marking and site marking (the advanced listing **does not** serve as the Notice to Proceed; no work shall begin on assigned locations without an issued Notice to Proceed from the Contract Inspector).

5.4 CONTRACTOR, or a contract supervisor/coordinator employed by the CONTRACTOR and who speaks fluent English, shall be required to mark all assigned work locations with the City Contract Inspector. All scheduling for marking shall be coordinated within a timely manner after the contract is awarded. CONTRACTOR shall be responsible for noting any preexisting damage to assigned locations during marking and prior to any work beginning.

5.5 The CONTRACTOR shall, **IN ADVANCE**, coordinate and schedule **all work** by way of the Stump Work Plan/Progress Schedule (see Appendix F for a template and Appendix F.1 for an example) and Route Sheet (see Appendix G). The work plan must be submitted no later than five (5) working days from the date of issuance of the Notice to Proceed.

5.6 The CONTRACTOR shall email daily route sheets to the attention of the Contract Inspector twenty four (24) hours in advance of any work beginning (see Appendix G for a template and Appendix G.1 for an example). The route sheet shall include all assigned work locations the CONTRACTOR intends to work at for the day. No work shall be performed prior to a route sheet being provided to the Contract Inspector. At the end of **each day**, a final listing of all work completed for the day shall be emailed by the CONTRACTOR to the attention of the Contract Inspector.

6.0 CONTRACT INSPECTOR:

Whenever used herein and for the purpose of administering any contract resulting from this invitation to Bid, the Contract Inspector for the Central District service area shall be a designated crew leader (name and direct contact information to be provided post award):

Central District
Urban Forestry Crew Leader
(414) 286-3594

7.0 UTILITY MARKING:

7.1 The CONTRACTOR is required to contact Diggers Hotline (1-800-242-8541) in advance to **obtain clearance and location of utilities in the work zone prior to stump grinding**. The City will provide the CONTRACTOR with an advanced list of work sites upon award of the contract

(this listing **does not** serve as the Notice to Proceed, it is provided as a courtesy to the CONTRACTOR to allow for utility marking). No work is permitted at assigned work locations without active Diggers Hotline clearance or delineated work area markings.

- 7.2 In the case a utility is struck while working on assigned contract work locations it is the responsibility of the CONTRACTOR, or a contract supervisor/coordinator employed by the CONTRACTOR to: 1) immediately contact the appropriate utility company, 2) immediately notify the Contract Inspector by phone, and 3) include notes on the final listing of work completed for the day indicating which utilities were hit at which location(s). A listing of local utility phone numbers can be provided by the Contract Inspector upon request.

8.0 MATERIALS:

8.1 Grass Seed Mix

The grass seed mix must have a test date of not more than one (1) year old. The seed mixture shall approximate the following analysis:

Milwaukee Forestry Mixture

24.78% Moonstruck Kentucky Bluegrass,

24.63% Blue Angel Kentucky Bluegrass

14.65% Boreal Creeping Red Fescue

9.91% Gulf Annual Ryegrass

9.83% Perennial Ryegrass

14.81% Chewing Fescue (7.47% Jamestown IV Chewing Fescue, 7.34% other Chewing Fescue)

The Contract Inspector can, upon request by the CONTRACTOR, supply vendor source information for the specified grass seed mix.

8.2 Sod

Turfgrass sod shall be premium grade fresh-cut certified blend of Kentucky Bluegrass varieties produced by a commercial sod grower in SE Wisconsin and blended for residential use and SE Wisconsin climate conditions.

Turfgrass sod shall contain only the species and variety of turfgrass true to name specified in the blend. It shall contain no more than one percent undesirable grasses, clover or weeds. It shall have no visible signs of disease or insect stress. The turfgrass sod shall be neatly mowed to a maximum 2.5" height and be mature enough that when grasped at one end, it can be picked-up and handled without damage.

The turf shall be of sufficient density so that no surface soil is visible when mowed to a height of 1.5 inches (40 mm). The thickness of the soil portion of the turfgrass sod should not exceed one-half inch (15mm).

8.3 ENCAP Lawn Starter Seeding Mulch

The starter seed mulch is subject to inspection at any time by the Contract Inspector and must not be expired. An equivalent equal may approved by the Contract Inspector upon request.

8.4 Topsoil

Topsoil shall be a **finely screened** (5/8"screen) natural, fertile, friable soil constituting the "A" horizon from naturally well drained areas. It shall not be excessively acidic or alkaline nor contain toxic substances that may be harmful to plant growth. Topsoil shall be without admixture of subsoil and shall be free from clay clods, stones, roots, or similar substances 5/8" or more in diameter, debris, or other objects that may be a hindrance to planting operations. Topsoil shall meet the following physical and chemical requirements:

SOIL TEXTURE: USDA "**Loam**" classification (including Sandy Loam, Loam, Silt Loam and Sandy Clay Loam) not exceeding any of the following particle sizes:

Approximate Particle Distribution

Gravel	Trace
Sand	70%
Silt	60%
Clay	30%

SOLUBLE SALT LEVEL: Less than 844 ppm (.67 mmho/cm)

PERCENT ORGANIC MATTER: 4- 8%, by weight.

SOIL pH: 6.0 - 7.5

The City reserves the right to require a physical (particle size) and chemical analysis at an approved soil testing laboratory when in the sole opinion of the City the topsoil delivered or placed at the worksite does not comply with the Topsoil Specifications.

If the test results of any topsoil or planting mix fail to meet the physical and chemical properties specified, the CONTRACTOR shall remove all rejected topsoil and replace with topsoil meeting specifications as verified through a soil analysis.

The cost of all soil testing shall be the responsibility of the CONTRACTOR.

DESCRIPTION OF WORK TO BE PERFORMED/WORK REQUIREMENTS

9.0 Stump Grinding, Removal and Site Restoration Specifications

9.1 **All underground utilities must be marked and cleared by Diggers Hotline prior to any stump grinding.**

9.2 **All stumps to be ground are of variable diameters and are located in the street right of way (including boulevards/medians and tree border areas located between the sidewalk and curb) or otherwise on City property within the City of Milwaukee. Stump diameters shall be measured as an average of the two (2) cross sectional measurements of the cut face of the stump (refer to Appendix E for an illustration).**

- 9.3 All stumps, lateral roots and associated woody material are to be ground to an appropriate depth below the finished grade (see below for depth specifications) necessary to removal all stump and root woody material to provide adequate space for replanting. The removal of stumps and lateral roots shall successfully sever the roots from the main root mass.
- 9.4 The entire area delineated by white markings on turf area and/or the street curb and identified with an "S" shall be ground to a **minimum** depth of ten inches (10") below the finished grade (see Appendix E for an illustration). Additional grinding depth may be necessary if the minimum ten inches (10") do not adequately sever the roots from the main root mass and remove all stump and root woody material.
- 9.5 The entire area delineated by white markings on turf area and/or street curb and identified with a "D" shall be ground to a **minimum** depth of twenty one inches (21") below the finished grade (see Appendix E for an illustration). Additional grinding depth may be necessary if the minimum twenty one inches (21") do not adequately sever the roots from the main root mass and remove all stump and root woody material.
- 9.6 All holes resulting from the removal of stumps shall be backfilled at the completion of stump grinding on the same day as stump grinding. **No stump holes will be allowed to remain open overnight. All grindings, soil and debris resulting from the grinding process shall be completely removed from the delineated grinding area and shall not be used as backfill.**
- 9.7 All holes resulting from the stump removal process shall be backfilled with screened topsoil meeting City of Milwaukee Topsoil specifications as described in Section 8.4, foot-tamped in lifts of six inch (6") depth, and finish raked a minimum of one inch (1") and no more than two inches (2") above the grade, to allow for soil settlement.
- 9.8 All disturbed areas resulting from the stump grinding and removal process shall be shall be seeded with high quality fresh grass seed meeting specifications as described in section 8.1 and mulched with ENCAP Lawn Started Seeding Mulch, or *approved* equal, as described in section 8.3.
- 9.9 All surface roots and/or raised areas from the root flare within the work limits shall be ground out and filled with topsoil and leveled to match the finished grade. The disturbed areas shall be seeded with high quality fresh grass seed meeting specifications as described in section 8.1 and mulched with ENCAP Lawn Starter Seeding Mulch, or *approved* equal, as described in section 8.3.
- 9.10 Driveway, patio, sidewalk, curb, gutters and any other paved or hard surfaces, windows, vehicles, and structures adjacent to a removed stump shall be protected to preexisting condition with ¾" plywood and broom swept upon completion of stump grinding and site restoration work.
- 9.11 All assigned work locations must be prepared and restored in a **controlled and safe manner** to prevent damage to property including adjacent buildings, trees, irrigation systems, sidewalks, curbs, and landscaping in both the private and public right of way. All damage caused by CONTRACTOR operations shall be restored to their original conditions to the satisfaction of the Contract Inspector **within 3 days of occurrence.**

9.12 The CONTRACTOR shall exercise caution and not perform any work where excessive soil moisture would result in severe rutting or damage to turf. All damage caused to turf due to the grinding process (including tire or track ruts), shall be restored with sod meeting specifications as described in section 8.2 to preexisting conditions by the CONTRACTOR at CONTRACTOR's expense to the satisfaction of the Contract Inspector.

10.0 TRAFFIC CONTROL:

10.1 The CONTRACTOR will be required to sign and barricade any work within a public rights of way in accordance with the Manual of Uniform Traffic Control Devices and complete all work in conformance to the latest revision of ANSI Standard Z-133.1 (American National Standard for Arboricultural Operations - Safety Requirements). Obstructed sidewalks shall have two (2) Class 1 barricades placed at the nearest block corners and two (2) additional Class 1 barricades placed at the limits of the work zone.

10.2 **The CONTRACTOR shall provide an employee other than the stump grinding operator to observe and maintain a safe work zone during stump grinding operations.**

10.3 The CONTRACTOR will be responsible for notifying and obtaining all necessary permits from the Milwaukee Police Department, Milwaukee Fire Department, the Milwaukee County Transit System, the Department of Public Works and any other obligatory entities when temporary street closure is necessary to complete contract work requirements. No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period.

10.4 The CONTRACTOR can be provided Temporary No Parking Signs for use, as needed, to restrict access to the work site upon request. Temporary signs shall NOT be nailed, screwed, stapled, or otherwise attached to trees with any hardware or method that penetrates the bark. Signs may be hung from rope, string, plastic cable ties, etc. and **loosely** wrapped around the trunk of City trees. Under no circumstances shall trees on private property be used to post temporary No Parking Signs. All temporary parking signs shall be removed upon completion of work at each particular assigned work location. Any work locations which cannot be accessed after posting due to sign removal by residents or the failure to observe the notice shall be brought to the immediate attention of the Contract Inspector.

11.0 PERMITS:

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

12.0 VEHICLE/EQUIPMENT RESPONSIBILITY:

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

12.2 The CONTRACTOR shall be responsible for outfitting each vehicle, for use on assigned contract work locations, with City of Milwaukee placards on both the driver and passenger side. Placards will be provided to the CONTRACTOR by the contract inspector. Placards must be posted prior to any work beginning on assigned contract work locations.

13.0 INSPECTIONS:

13.1 All work shall be subject to inspection, examination, or test by the Contract Inspector, and/or the City at any and all times during or after the performance of said work and at any and all places where such work is or has been performed. The Contract Inspector shall have the right to reject defective or otherwise unsatisfactory work and require its correction. Rejected work shall be corrected within five (5) working days from the date of notice and to the satisfaction of and without charge to the Contract Inspector and City.

13.2 Notice of unsatisfactory work shall be provided in writing to the CONTRACTOR in the form of a punchlist.

13.3 Where the CONTRACTOR has been issued a punchlist and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Contract Inspector, or assigned designee, at his/her sole discretion, may assess liquidated damages.

13.4 There shall be no weekend inspections under any circumstances. All requests for inspection made after 12:00 p.m. (noon) on a Friday shall be deemed to have been made on the next weekday morning on which the Contract Inspector is actually available. The CONTRACTOR shall bear all risks relating to the passage of time between CONTRACTOR'S alleged completion of work and/or the request for inspection until the next weekday on which a Contract Inspector is actually available. The status of the work as of the next available inspection day shall govern whether the work is deemed completed or deficient.

14.0 SUBSTANTIAL COMPLETION:

14.1 The City shall inspect each assigned work location for Substantial Completion upon request, in writing, by the CONTRACTOR. Inspection requests for all assigned work shall be received from the CONTRACTOR to the Contract Inspector within seven (7) working days of completion.

14.2 Post inspection, the CONTRACTOR will be notified of any work to be completed in the form of a punchlist issued by the Contract Inspector. The CONTRACTOR has **five (5) working days from the date of issuance of a punchlist** to complete the work and notify the Contract Inspector of completion.

14.3 Upon completion of the punchlist by the CONTRACTOR, and subsequent inspection and approval by the Contract Inspector, the City shall provide notice of Substantial Completion. The responsibility for obtaining Notice of Substantial Completion rests with the CONTRACTOR. Progress payments may be withheld unless the CONTRACTOR obtains Notice of Substantial Completion.

- 14.4 The work may be accepted and paid for following the successful completion of all assigned work locations and any associated punchlist work.
- 14.5 Where the CONTRACTOR has been issued a punchlist and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Contract Inspector, or assigned designee, at his/her sole discretion, may assess liquidated damages. Liquidated damages may affect the CONTRACTOR'S eligibility for any future work with the City.
- 14.6 Upon successful completion of all specified work, including punchlist work, the City will notify the CONTRACTOR of successful completion in writing.
- 14.7 Acceptance and use of such areas by the property owner during the performance period shall not waive any provisions of this Contract.

15.0 LIQUIDATED DAMAGES:

In the event the CONTRACTOR fails to execute the work with such diligence as to ensure its completion in accordance with the Work Requirements, the City may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable for Work Not Performed, including the difference between the CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the SECONDARY CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced. If, after reassignment of work, the CONTRACTOR continues to demonstrate his inability to perform the work in accordance with the Work Requirements, the CONTRACTOR will be considered in DEFAULT in accordance with 2.4.18 DPW General Specifications and the contract will be terminated.

16.0 BIDS:

- 16.1 Sealed bids for the work, material, labor, and services described must be received at the Department of Public Works, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, by the bid deadline specified in the Invitation to Bid.
- 16.2 CONTRACTOR shall complete and submit **Bid Form Appendix A** which is to include all labor, materials, overhead and equipment to perform stump grinding and site restoration work as described herein.
- 16.3 CONTRACTOR shall complete and submit **Bid Form Appendix B, Declared Equipment and Personnel Inventory**, for each bid area. This document shall declare the number of personnel and all equipment (on-hand or to be purchased/leased upon award of contract), including the quantity, make, year, and type of equipment, committed for continuous use during the term of this contract.
- 16.4 Examination of Contract Documents

Before submitting a bid, each bidder shall:

- a) examine the contract documents thoroughly,
- b) become familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of work, and
- c) carefully review the requirements of the contract

16.5 Before submitting a bid, each bidder shall, at their 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. Bidder is responsible for obtaining all necessary licenses and permits at own expense.

16.6 Bid security required is Five Hundred Dollars (\$500.00). The required security must be in the form of a certified or bank cashier's check made payable to Commissioner, or when indicated in said Notice or Invitation to Bid, a bid bond issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The bid bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the bid bond. The bid security of the successful bidder shall be retained until the bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten days of Notice of Award, the Commissioner may annul the Award and the bid security of that bidder shall be forfeited and the City reserves the right to pursue any available remedies against the bidder. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be returned after the Commissioner has made an award to the lowest responsible bidder.

17.0 PERFORMANCE BOND/PAYMENT BOND:

The successful bidder shall submit to the Commissioner, prior to or at the time of execution of the contract, a performance bond and a payment equivalent to the total bid price. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the provisions of the contract.

18.0 NON-APPROPRIATION:

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

19.0 ACCEPTANCE OR REJECTION OF BIDS:

The contract shall be awarded based on a base lump sum bid, equivalent to the sum total bid of all diameter-inch classes, to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

21.0 LATE BIDS:

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

22.0 PROTECTION OF WORK AND PROPERTY - EMERGENCY

22.1 The CONTRACTOR shall at all times safely guard all property from injury or loss in connection with this contract. CONTRACTOR shall at all times safely guard and protect the work site, and that of adjacent property, from damage. The CONTRACTOR shall replace or make whole any such damage, loss, or injury unless such be caused directly by the City.

22.2 In case of some emergency which threatens loss or injury of property and/or safety of life, the CONTRACTOR will be allowed to act, without previous instructions from the Commissioner, in a diligent manner. The CONTRACTOR shall notify the Commissioner immediately thereafter. Any claim for compensation by the CONTRACTOR due to such extra work shall be promptly submitted to the Commissioner for approval. The Commissioner's determination shall be final and conclusive.

22.3 Where the CONTRACTOR has not taken action but had notified the Commissioner of an emergency threatening injury to persons or damage to the work or any adjoining property, the CONTRACTOR shall act as instructed or authorized by the Commissioner.

22.4 Prior to commencing an excavation in the immediate vicinity of any building or other structure, the safety of which may be endangered thereby, the CONTRACTOR shall comply with all requirements of applicable law. The CONTRACTOR shall serve the required notice upon the

owner of such building or structure or the agent, naming the date of commencement of such work and allotting a reasonably sufficient length of time for the owner to take steps to protect the property. Throughout the course of the work adjacent to such property, the CONTRACTOR shall exercise due precaution and care and, at own expense, shall furnish and place such extra timbering, bracing, and sheathing as may be necessary to insure against the loss of ground adjacent to the excavation and, when so indicated or when so ordered in writing, as an extra, by the Commissioner, shall leave such portions of timbering, bracing, and sheathing in place, as the Commissioner may direct. The CONTRACTOR must also take necessary precautions in the work operations to prevent the loss or settlement of such adjacent grounds and avoid the use of equipment which would tend to encourage such settlement or loss of ground.

22.5 The CONTRACTOR shall safeguard from and be solely responsible for all damage resulting from the work operations to water, gas, steam or drain pipes, street and building sewers, building services, catch basins, manholes, conduits, cables, hydrants, valve and stop boxes, light poles, street lighting cables and transformers, traffic signals, traffic and street signs, fire and police alarm boxes, mail boxes, or any other privately or publicly owned existing installation or structure and the right-of-way structure of any steam or electric railway or railroad. The CONTRACTOR shall also safeguard from and be solely responsible for damage to pavements, sidewalks, curbs, gutters, trees, shrubbery, or lawns. The cost of all safeguarding shall be included in the price bid for work under the contract.

22.6 The CONTRACTOR shall be held liable for any and all property damage, including damage to underground utilities marked by Diggers Hotline and/or injury or harm to persons resulting from work that is performed under this contract.

22.7 Any damage to structures, sidewalks, curbs, gutters and street pavement shall be replaced with like materials in accordance with City of Milwaukee specifications, at the CONTRACTOR'S expense. The cost of replacement of damaged infrastructure shall be based on unit costs from current or recent City scattered sites infrastructure contracts and deducted from the CONTRACTOR'S invoices or directly invoiced to the CONTRACTOR at the City's sole discretion. All trees, shrubs or landscaping (including hardscape, irrigation, fencing, or other improvements) on public or private property that are damaged or destroyed shall be repaired or replaced to preexisting condition at the CONTRACTOR'S expense. Any damaged to turf outside of contract limits such as deep ruts or track damage caused by equipment shall be restored with fresh-cut bluegrass sod.

23.0 LIABILITY AND INSURANCE REQUIREMENTS:

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

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

23.3 Each Prime CONTRACTOR must furnish to the City of Milwaukee, prior to the start of work, certificates of insurance which confirm that the Prime CONTRACTOR has the types and amounts of insurance referenced in Sections 23.3 (a) through (e). The Prime CONTRACTOR shall require all of its subcontractors to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subcontractors. The Prime CONTRACTOR is fully responsible for assuring subcontractor compliance with all the insurance requirements specified herein.

a) Workers' Compensation and Employers' Liability

Coverage Amounts

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

To Include
Other State's Coverage

b) Commercial General Liability

Limits Of Liability

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

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

c) Automobile Liability

Limits of Liability

Bodily Injury/Property Damage	Each Accident	\$1,000,000
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To Include
 Coverage On All Owned, Non-owned, And Hired Vehicles

d) Umbrella Liability

Limits Of Liability

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

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

e) Professional Liability

Limits Of Liability

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

To Include

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

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

24.0 INVOICING:

24.1 The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract, upon receipt of an invoice from the CONTRACTOR.

24.2 The CONTRACTOR shall submit an invoice within ten (10) calendar days following the completion of contract work indicated on the "Notice to Proceed" and any additional addenda.

24.3 Final payment is predicated upon a service performed as deemed acceptable by the City.

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

24.5 Invoices shall be subject to adjustment for **Work Not Performed, Non-Timely Performance, and Damages**, if any, for which CONTRACTOR is liable, whether actual or projected. The DEPARTMENT shall retain adjustments for projected damaged until such time as the actual cost of the adjustment can be determined.

25.0 MINIMUM WAGES

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

26.0 GENERAL CONDITIONS:

26.1 Contractual Disputes

If the CONTRACTOR has a claim against the City, whether for money or other relief, the CONTRACTOR shall give written notice of intent to file a claim within forty eight (48) hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the CONTRACTOR shall submit an invoice for final payment within seven (7) calendar days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Inspector shall make a decision regarding the resolution of claims. Under no circumstances may the CONTRACTOR suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the CONTRACTOR shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the City.

26.2 Supervision

Only qualified personnel shall supervise and perform services in this contract. Contract employees are prohibited from wearing any clothing with offensive or political slogans or writings, using profanity or smoking on private property. If, in the City's sole discretion, any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished herein, the CONTRACTOR shall, upon notice from the City, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Inspector may require replacement of CONTRACTOR'S supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation.

The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The City retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of the Contract Inspector shall be considered a breach of contract, and subject to termination.

27.0 CANCELLATION:

If after an award is made and Notice to Proceed issued, the CONTRACTOR refuses to do the work or fails to fully initiate the work according to the specifications, the contract will be subject to cancellation. Upon such cancellation, the CONTRACTOR and CONTRACTOR'S sureties shall be liable for all Liquidated Damages and shall pay to the City a sum amounting to the administrative

cost of procuring another CONTRACTOR and any and all such costs above and beyond those specified in the contract.

**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 No51.....
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.