

**OFFICIAL NOTICE # 64
CITY OF MILWAUKEE
Department of Public Works**

**Request for Proposal (RFP) for Architectural & Engineering Services
Century City Redevelopment Project**

Mandatory Site Walk Through on **March 27, 2015**, will begin promptly at 9:00am. Enter at Gate 2 - 2725 W. Hopkins St. (Please note: All visitors must have steel tipped boots, hard hat, safety glasses, and a reflective vest)

Electronic documents can be obtained via http://www.mpw.net/services/bid_notice?64-2015 . Any required addenda or response related to listed projects will be posted on the DPW website. There are a limited number of hard copies of the RFP documents available at the address listed below. If you only print the documents from the DPW website please call 414-286-3314 to have your company's name and contact information placed on the plan holder's list.

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the RFP are due by **12:00 p.m. (noon) on April 2, 2015**. Any additional information and/or clarification(s) regarding this RFP will be issued in the form of an addendum to this RFP on or before **April 8, 2015**.

Proposals are due by April 14, 2015 at 10:30 a.m.

Proposals should be mailed or delivered to **Department of Public Works Contract Office, 841 North Broadway, Room 506**, Milwaukee, Wisconsin:

For proposals submitted by courier, delivery, or mail service, the building at the address above does not open until 8:00 a.m. Instructions to delivery drivers should be explicit in regard to that time as well as the above noted address and room number. Without such instructions, a package may not be delivered on-time to the correct location within the City complex.

DPW/RACM reserves the right to invite the highest ranked firm/individual(s) to participate in an interview. Should DPW/RACM choose to proceed with interviews, Proponents must be available **the week of April 27, 2015**, for said interviews at RACM's offices.

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E. Non-Collusion Affidavit (<u>must be completed and attached to your proposal</u>)	
F. Department Of Public Works, Small Business Enterprise Provisions (<u>Form A must be completed and attached to your proposal</u>)	
G. U.S. Department of Commerce Economic Development Administration Summary of EDA Construction Standards and Financial Assistance Standard Terms and Conditions. These documents can be found on the right hand column of the following link http://city.milwaukee.gov/racm#	

1. Introduction

The Department of Public Works, on behalf of the Redevelopment Authority of the City of Milwaukee and (DPW/RACM), is requesting proposals from qualified Architectural and/or Engineering firms to furnish a variety of architectural and engineering services at the Century City Redevelopment Project Site, on an as needed basis.

2. Project Background

For more than 90 years A.O. Smith, and later Tower Automotive, maintained a manufacturing operation on a sprawling 150 acre complex near North 35th Street and West Capitol Drive. The complex was one of the largest industrial facilities in Wisconsin and employed thousands of workers in the Milwaukee metropolitan area.

In 2005 Tower Automotive filed for bankruptcy and ultimately shut down operations. Since that time the 150 acre complex has been broken up and sold off into separate parcels. The largest contiguous parcel is located east side of the tracks along West Hopkins Street and is 74 acres. The size and nature of this parcel is considered a significant asset to attracting new investment to the area.

In mid-2005 the City of Milwaukee adopted a Redevelopment Plan, dubbed the "Century City Project Area," to lay the groundwork for redevelopment. The Redevelopment Plan ultimately led to RACM acquiring 84 acres in December 2009 (see **Map 1 & 2**). This acquisition included the 74 acres contiguous parcel with approximately three million square feet of improvements and 10 acres of parking lots along West Hopkins Street and North 27th Street.

Between 2010 and 2013 RACM demolished 2.5 million square feet of improvements, remediated specific environmental conditions, secured funding to develop business park amenities, and rehabilitated 300,000-square feet of industrial space.

In 2011, the Century City Redevelopment Corporation (CCRC), a city-controlled corporation, was created to facilitate a New Market Tax Credit transaction and redevelopment within the Century City Business Park. The CCRC owns parcels and improvements within the business park.

In October 2014 the Century City Business Park had a groundbreaking for its first new development. A private developer plans to build two 50,000-sq. ft. industrial buildings near the corner of North 31st Street and West Capitol Drive. The first phase will be completed in 2015. Over the next few years DPW/RACM will be planning, designing, building out the remainder of the business park, and planning for other improvements adjacent to the Century City site.

This will involve the self-development of new infrastructure within the business park and on adjacent areas, as well as facilitating of new private investments in area. A further description of services is listed in the body of the document.

3. Project Requirements

A. Term of Contract

The Term of Contract shall be twelve (12) calendar months. The Contract may be extended to include two additional twelve (12) calendar months periods or any part thereof by mutual consent of both parties to the Contract. The contract allows for the continuation and completion of tasks which may go beyond the three year term. These tasks will be identified and given an end date. The contract will include a not to exceed dollar amount in which compensation will be based off of the fee structure agreed upon by both DPW/RACM and the Consultant. The fee structure of the contract will be fixed during the life of the agreement. DPW/RACM does not guarantee a minimum amount of work for this contract. DPW/RACM shall have the right to terminate the Contract at any time during the term for cause or convenience with not less than ten (10) days prior written notice to Consultant.

B. Coordination

For the purpose of efficiency, DPW/RACM prefers that the Consultant be accessible to DPW/RACM on a regular and as needed basis. The Consultant and DPW/RACM will establish a regular communication format through which DPW/RACM can be kept current of the portfolio.

C. Products

The Consultant shall provide services and deliverables as noted in Section 5, Scope of Consulting Services. The Consultant shall provide deliverables as noted herein. All documentation (including work in progress) from this contract will remain the property of the DPW/RACM. DPW/RACM will have access to all other working papers or information stored on a computer or computer disk of the Agency concerning this contract; the Consultant should check with the DPW/RACM prior to destroying any working papers

D. Certification Requirements

The Consultant's principal/owner and other individuals as appropriate shall be an architect or engineer licensed in the State of Wisconsin.

E. Small Business Enterprises (SBE) Program Participation

For this contract DPW requires 18% participation of the total contract amount from businesses certified with the City's Small Business Enterprise (SBE) program (or subsequent modifications of this program). SBE's must be certified by the City of Milwaukee. For a listing of SBE firms certified by the City of Milwaukee go to the following link and click on the SBE Business Directory:

<http://city.milwaukee.gov/OSBD>

Proposals must include pertinent information for any sub-consultants the firm may propose to utilize on the Contract, whether certified as a small business enterprise or not. Also, **Proposers must complete and submit with their proposal Form A**, which is included in the packet of information referenced in the Table of Contents as Attachment E.

DPW/RACM hired Prism Technical Management and Marketing Services, LLC (Prism) as a contract monitor for the Century City Redevelopment project.

F. Payment Procedure

DPW/RACM and the Consultant will agree on a performance and payment schedule, typically monthly payments submitted by the 25th day of each month. The Consultant will submit to DPW/RACM invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Consultant's work product and upon acceptance by DPW/RACM of the services performed. Special payment considerations for firms registered with the City's Small Business Enterprise (SBE) program may be requested by DPW/RACM on project by project basis. DPW/RACM is exempt from Wisconsin Use and Sales Tax.

Payment will be directed through Prism for the purpose of monitoring SBE participation and other programs where necessary.

G. Harmonious Relations - The Consultant shall work in harmony with other Consultants/Contractors or with utility or City, RACM, or CCRC forces engaged in collateral work for the overall redevelopment project site. The Consultant's operations shall be arranged to prevent interference or damage to the work of others. In case of dispute the decision of DPW/RACM shall be final and binding upon the parties affected.

H. Insurance - Current evidence of insurance as follows:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

The City of Milwaukee, RACM, and CCRC shall be named as an additional insured with respect to liability coverage, except for the Professional Liability policy. The City of Milwaukee and RACM shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage. The City, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract/ for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal. Failure to provide the insurance required shall permit the DCD terminate a Contract. Such endorsement must contain the following stipulation:

[Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

The City of Milwaukee and RACM reserves the right to request additional clarifying information from prospective Consultants over and above that included in the proposal submissions.

4. Project Description

DPW/RACM may require the A&E firm to complete or assist with various tasks. Services not specifically identified herein that are incidental to the services listed should be anticipated and also included. Work items could include but are not limited to the following:

- building demolition
- building remodeling
- new building construction
- handicapped accessibility modifications
- roof systems replacement
- masonry restoration
- chimney repair
- window replacement
- hardware replacement
- flooring replacement
- electrical assessment/design
- mechanical assessment/design
- plumbing assessment/design
- traffic enhancements
- repair/resurfacing/design of parking lots
- railroad assessment/feasibility/design
- structural analysis
- surveying
- stormwater design
- construction cost estimating
- exterior building façade inspections/evaluations
- building commissioning
- infrastructure assessments
- infrastructure design
- energy usage analysis
- alternative energy analysis/design
- sustainable guideline development
- owner's representative services

DPW/RACM recommends that each A&E firm become familiar with the following plans associated with the Century City site and the 30th Street Industrial Corridor:

- ***30th Street Corridor Economic Development Master Plan, 2011***
- ***City of Milwaukee Near North Area Plan, 2009***

These documents, and others, can be found at www.city.milwaukee.gov/DCD

Specific work items are not known at this time. Work items will be identified depending on DPW/RACM need and available funding. The Consultant's services will be required on an as-needed basis at the discretion of DPW/RACM. In general, DPW/RACM will require assistance with maintaining the existing buildings, responding to development plans, and planning for future development in and around the Century City Business Park.

DPW/RACM retains other consultants on separate contracts for various disciplines (e.g. environmental work, site maintenance, security, etc.). The Consultant for this Contract will at times be required to collaborate with other consultants on shared work items.

5. Scope of Consulting Services

In addition to the services enumerated in A and B below, consulting services include, but are not limited to, consultations with DPW/RACM, review of existing drawings and specifications, preparation of cost estimates, preparation of preliminary drawings and specifications, preparation of bidding and construction documents, revisions in working drawings, assistance with bid analysis, coordination of construction, and inspection services arising out of and related to the project description set forth in Section II.

A. Construction Document and Bidding Phase

1. As requested by DPW/RACM, meet with representatives from DPW/RACM to review and discuss the work to be completed.
2. Survey and inspect each site as applicable. Make recommendations and prepare construction technical specifications and drawings. NOTE: All specifications and drawings furnished by the Consultant shall become the property of DPW/RACM upon termination of the Consultant's services.
3. Develop final cost analysis covering all work required by the construction drawings and specifications.
4. Make changes necessary to meet cost limitations or other objectives.
5. Analyze bids and make recommendations to DPW/RACM.
6. Revise the drawings and specifications in the event of bid failure and provide all services as required above to proceed with the work.
7. Prepare completed specifications associated with the construction documents in the Construction Specifications Institute (CSI) "Three Part System". Completed specifications and drawings shall be submitted to DPW/RACM in a form that is ready for reproduction (camera ready). A copy of the specifications shall be provided in a digital format (e.g., CD, jump drive) that is compatible with Microsoft and/or Autodesk software. A copy of the drawings shall be provided in a digital format that is compatible with Microsoft and/or Autodesk software.

Specifications are to be written in such a manner as to promote active competition among appropriate manufacturers and suppliers for products specified. DPW/RACM shall prepare general conditions and bidding documents. The Consultant shall prepare any necessary addenda for documents produced by the Consultant. DPW/RACM shall advertise for bids, distribute plans/specifications/addenda, and conduct bid openings.

B. Construction Phase

1. Pre-Construction Meeting

Conduct, record, and distribute minutes of pre-construction meetings with contractors to establish schedules and coordinate the work of all contractors.

2. Coordinate Construction

Coordinate construction schedules with all contractors. Coordinate and direct job progress meetings to resolve design or construction problems resulting from the construction documents. Compile and distribute to attendees in a timely fashion the minutes of these meetings in a format acceptable DPW/RACM.

3. Project Supervision

Visit work sites as required to monitor the progress and quality of the work and to ensure that the project is proceeding in accordance with the construction documents. In addition, the Consultant shall be prepared to resolve particular design or construction problems resulting from construction documents.

4. Shop Drawings

Establish procedures for expediting the review and approval of all shop drawings prior to the start of construction and in collaboration with DPW/RACM. This responsibility shall also include evaluating shop drawing and making recommendations to DPW/RACM and countersigning all approvable shop drawings.

5. Change Orders/Procedures

Prepare and process change orders in accordance with DPW/RACM procedures. Request, review, approve/reject, and advise DPW/RACM on change order proposals submitted by contractors.

Conduct pre-inspection of work areas with the contractors to determine the extent and necessity for additional maintenance and/or replacement work and establish with the appropriate contractors necessary unit costs, methods, scheduling, and coordination to accomplish this additional work as the contract work proceeds. Prepare necessary cost estimates for change orders. Prepare necessary change order documents. All decisions rendered by the Consultant are subject to review and approval by DPW/RACM.

6. Interpretation of Drawings and Specifications

Respond to requests for interpretations of the meaning and intent of drawings and specifications from contractors and advise DPW/RACM in writing of any such questions and the Consultant's response.

7. Contract Compliance

During site visits, inspect the work of contractors to determine if the work is being performed in accordance with the requirements of the construction documents. Whenever any defects or deficiencies are detected, report the nature of such defect or deficiency and the action to be taken to DPW/RACM. Advise DPW/RACM of any work that did not conform to the construction document requirements.

8. Completion of Work

Upon reported completion of work by contractors and prior to occupancy by DPW/RACM (or designated tenant), inspect the work to determine actual completion and shall prepare a list of incomplete and/or unsatisfactory items and a schedule for their completion for DPW/RACM. After determination of final completion and final acceptance, provide written notice to DPW/RACM that the work is completed and accepted. Secure and transmit to DPW/RACM required guarantees, submittals, manifests, affidavits, releases, bonds, waivers, manuals, warranty information, as-built and other record drawings, and any other pertinent documentation in a project binder.

6. Proposal Submission Requirements and Selection Procedures

Proposals must include information about the firm's capabilities and past experiences, particularly relative to the type of work proposed for this Contract. Firms may also include at their discretion other information that will demonstrate the firm's abilities to perform the required services for the proposed work.

Proposals are limited to fifty (50) double-sided pages. This page limit is inclusive of ALL materials (text narrative, resumes, photographs and other graphics, attachments, etc.) submitted by a firm in response to this Request for Proposal and specifically to the criteria listed below. Each page shall be 8.5" x 11". Pages shall be numbered sequentially, 1 through 50, with Page 1 being the title page of the proposal.

Interested vendors must direct any inquiries about this RFP or procurement process to the attention of Scott Stange, RACM's Contract Compliance Officer, by email (sstang@milwaukee.gov). Vendors also may pose questions at the **MANDATORY** pre-proposal conference/walkthrough at the Century City Site to be held on March 27, 2015, beginning promptly at 9 a.m. The deadline for questions will be April 2, 2015 at noon. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this RFP by April 8, 2015. Only the DPW/RACM's written answers will be binding.

A. Proposal Contents

Proposals must include complete information on each of the following criteria in order to enable DPW/RACM to make accurate determinations regarding the qualifications of each firm. Each criterion will be weighted as indicated. All requested information must be included in the fifty (50) page limit. No proposal will be deemed complete and responsive unless it is submitted in accord with these guidelines. DPW/RACM, reserve the right to reject any proposal and accept only those proposals it deems responsive to the RFP. A proposal may be rejected as non-responsive for one of several possible reasons, such as RFP non-compliance, collusion, disbarment, public sector contract default or an unsatisfactory performance record.

1. (25%) Provide a list of principals or key members of the firm who will be involved in this Contract and their background, experience, and qualifications, particularly as relative to the requirements of this Contract. List professional licenses held and applicable or pertinent certifications. Indicate how and to what extent each member will be involved. Provide similar information for principals or key members of any proposed subconsultants that will be providing any of the professional requirements of this proposal.

Provide evidence that the firm currently has professionals registered in the State of Wisconsin and that the firm or the participating professionals for this work are not debarred, suspended, or prohibited from professional practice by any governmental agency.

2. (20%) Provide a description of the usual types of services offered by the firm and the firm's facilities and resources for performing the work. Provide a brief history of the firm, including a list of representative projects completed or in progress and the type of services performed by the firm in connection with the project. Include information on the project (location, scope, construction dollar amount, etc.) and the project owner (address, telephone number, contact

person, etc.). Provide similar information for any proposed sub consultants that will be providing any of the professional requirements of this proposal.

List the various insurance coverages and limits the firm presently carries and if the firm can satisfy the insurance requirements stated in Section 3 of this Request for Proposals.

3. (20%) Provide a narrative describing the firm's experience with one (1) specific project of comparable size or scope that included both of the following elements:
 - a. Design that reflected input from multiple stakeholders (owner, occupants/users, government entities, neighborhood residents, community organizations, local businesses, etc.). Describe how the design process was conducted.
 - b. Collaboration with other design professionals who participated in the project but were not on the firm's own design team or otherwise under the firm's direction and whose work was not the responsibility of the firm. In particular, describe the firm's experience working with small business enterprises. Describe the nature of the collaboration.
 - c. Describe how this project was innovative, cutting edge, or groundbreaking.
4. (10%) Provide a narrative and documentation (no more than five (5) double sided pages) describing the firm's experience with sustainable industrial and manufacturing design and rehabilitation projects
5. (10%) Provide no more than a two (2) page statement describing how the firm will incorporate SBE subconsultants into various aspects of the A&E services for this project site. Provide a one (1) page description of experience for each SBE certified firm that you are proposing to use.
6. (5%) Provide a narrative and documentation (no more than three (3) double sided pages) describing the firm's experience with historic building rehabilitation projects.
7. (5%) Provide a statement (no more than one (1) page) detailing the firm's philosophy for designing for sustainable development ("green" construction, environmental conservation, energy conservation, alternative energy, stormwater management, etc.) and an example of where this philosophy is being implemented.
8. (5%) a concise one page Cost Proposal. The cost proposal document must be submitted in a separate envelope and clearly marked as "Cost Proposal." The Cost Proposals of the highest ranked firms invited to participate in an interview will be opened, reviewed and discussed at the interviews. The City reserves the right to request clarification on an as required basis, and to negotiate fees with the highest ranked proposer prior to finalizing the rankings and awarding of the contract

B. Selection of Consultant

DPW/RACM will evaluate all of the proposals and award points according to the percentages listed above. At its discretion, DPW/RACM may invite the highest ranked firm(s) to participate in an interview process for further evaluation. In such an event, a letter will be sent to the firm(s) that is (are) selected to participate in this interview, and this (these) firm(s) will be asked to provide more specific written information about qualifications, methodology, and costs.

If DPW/RACM cannot reach agreement with the highest ranked firm, DPW/RACM may contact the next highest ranked firm and repeat the same procedure. DPW/RACM may continue this procedure until an agreement is reached (if any) with the most qualified firm that provides a fair and reasonable cost.

DPW/RACM will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

C. Legal/Policy Compliance

Once selected, the Consultant shall comply with the provisions of all applicable federal, state and local laws and regulations, including the following (the Milwaukee Code of Ordinance (MCO) is at <http://city.milwaukee.gov/ordinances>) :

- Conflict of Interest (MCO 303-7);
- Equal Employment Opportunity and Anti-Discrimination (MCO 109-45);
- Small Business Enterprise (SBE) Program (MCO 370);
- Slavery Disclosure Affidavit (MCO 310-14) ;
- Living wage requirement (MCO 310-13) ;
- Indemnification (MCO 7-18); and
- Public Records (Wisconsin Statute Section 19.21, et seq.).

The Consultant shall prepare and submit all forms and reports required by the City to comply with such provisions. Each proposer must be knowledgeable about these laws and policies.

In all employment resulting from this contract, there cannot be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, handicap or national origin, and where applicable, affirmative action will be taken to ensure that the vendor's employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, age, handicap or national origin. All solicitations for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, handicap or national origin.

D. Other Contract Principles

The Consultant must acknowledge it is an independent Consultant under Wisconsin law. As such, the City shall not be liable to the Consultant or its sub-consultants for any benefits or coverage provided under the workers' compensation law of the State of Wisconsin. No Consultant or sub-consultant employee shall be considered a City employee for the purpose of workers' or unemployment compensation coverage or any other reason. Other contract terms and conditions are likely to include the following:

- This contract and all questions arising in connection herewith shall be governed by and construed in accord with the laws of the State of Wisconsin;
- The exclusive venue for any action related to this contract shall be the City of Milwaukee for matters of state law and the closest Federal District Court for matters of federal law;
- The Consultant agrees that no City officer, employee or agent shall have any interest, financial or otherwise, direct or indirect, in the contract;
- The City may use or alter any document produced under this contract without the consent of, or further compensation to, the Consultant;

- The Consultant may not assign or transfer any interest in, or obligations under, this contract without the City's prior written approval;
- The City reserves the right to approve all sub-consultants and personnel, but the Consultant shall be fully responsible for the acts and omissions of its sub-consultants and employees;
- The Consultant shall maintain books, records, documents and other evidence pertinent to performance in accord with accepted customary business practices; and
- The City and or RACM reserve the right to audit the Consultant's accounts, records and systems and the Consultant must fully cooperate in such audits.
- Contractor must comply with all provisions of the City Of Milwaukee General Official Notice To Contractors referenced and incorporated herein and at http://www.mpw.net/services/bids_home

The contract principles set forth in this section should be duly considered by all interested vendors when preparing and submitting a proposal. Any interested vendor should identify any unclear or problematic contract principles outlined above and notify the City of any potential issues or exceptions in its proposal. The City will assume that every vendor submitting a proposal accepts, and intends to comply with all such provisions contained herein.

E. Submission Deadline

An **original and 3 (three) copies** of the sealed proposal for the services described herein 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 April 14, 2015, at 10:30 A.M. Late submissions will not be accepted.

Proposal must be clearly marked: **Official Notice # 64- Century City Architectural and Engineering Services**

7. General DPW/RACM RFP Requirements

A. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All such addenda shall become a part of the RFP, and all Consultants shall be bound by such.

B. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

C. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the

Consultant in preparing a proposal for offer to DPW/RACM confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

D. Rejection of Proposals

DPW/RACM reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to sub-consultants or employees.

E. Award of Contract

Staff from DPW/RACM (City) will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the staff intend to select a Consultant based on the proposals received, the staff may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The DPW/RACM (City) will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

F. Contract Payments

The DPW/RACM (City) and the Consultant will agree on a performance and payment schedule. The Consultant will submit to the DPW/RACM (City) invoices itemizing the services performed as a percentage of task completion and cost incurred since the last request for payment. Payment will be made only after review of the Consultant's work product and upon acceptance by the DPW/RACM (City) of the deliverables and services performed.

G. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, the DPW/RACM (City) shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of the DPW/RACM (City), become the property of the DPW/RACM (City). Notwithstanding the above, the Consultant shall not be relieved of liability to the DPW/RACM (City) for damages sustained by the DPW/RACM (City) by virtue of any breach of the contract by the Consultant.

H. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the City of Milwaukee and RACM are exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however,

responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

I. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, the DPW/RACM (City) reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

J. Miscellaneous

The DPW/RACM (City of Milwaukee) reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. The DPW/RACM (City) will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the DPW/RACM (City of Milwaukee) has or will receive anything of value in connection with the issuance of this contract.

K. Equal Employment Opportunity

The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Consultant must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

L. Indemnification

The Consultant agrees that it will indemnify, save and hold harmless the DPW/RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the DPW/RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or sub-consultants.

DPW/RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or sub-consultants, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to DPW/RACM.

M. Slavery Disclosure

The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

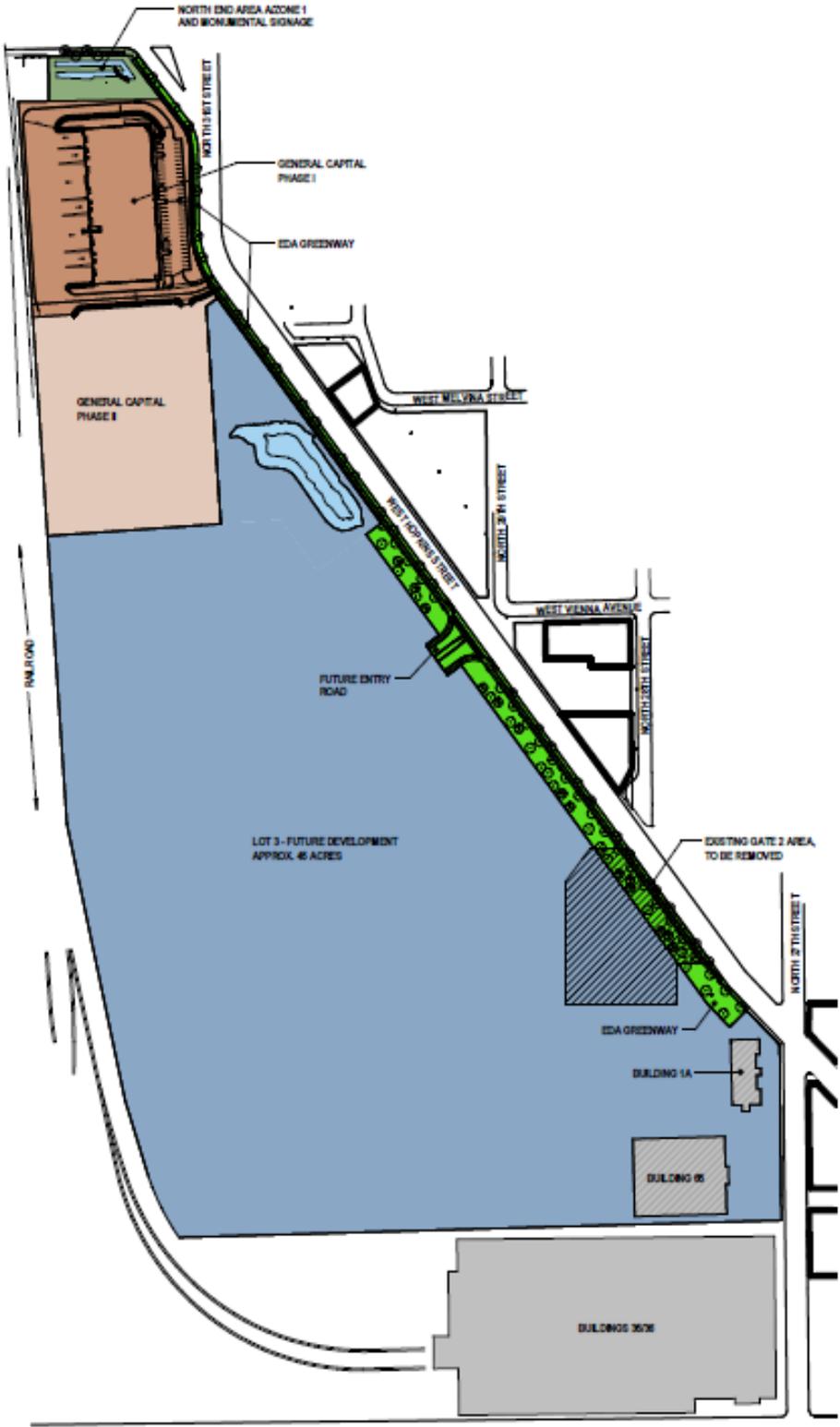
N. Ethics

It is the policy of the Department of City Development, Redevelopment Authority (DCD-DPW/RACM), that contracts shall not be awarded to any consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

O. Wisconsin Public Records Law

Both parties understand that the DPW/RACM is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Consultant acknowledges that it is obligated to assist DPW/RACM in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Consultant must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

**Map 1 – O.N. #64 Request for Proposal (RFP) for
Architectural & Engineering Services
Century City Redevelopment Project
Work Underway as of April 2015**



Map 2 – O.N. #64 Request for Proposal (RFP) for Architectural & Engineering Services - Century City Redevelopment Project
Recent Aerial Photo of Century City Site



Attachment C

Non-Debarment Certification

The undersigned, being duly authorized to act on behalf of _____ (the “CONTRACTOR”), hereby certifies that neither the CONTRACTOR nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The CONTRACTOR further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that 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

Title

Attachment D

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the DPW/RACM Request for Proposal No. 64 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to DPW/RACM under a pledge of confidentiality. I would not have submitted this information had the DPW/RACM not pledged to keep it confidential* and request that the following pages not be released:

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

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

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

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

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

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

The DPW/RACM will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable DPW/RACM procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the DPW/RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The DPW/RACM preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the DPW/RACM, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.

ATTACHMENT E
NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

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

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

of _____, the Proponent that has submitted the attached Proposal

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

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

(4) Neither the said Proponent 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 Proponent, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a Proposal 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 Proponent, firm, or person to fix the price or prices in the attached Proposal or of any other Proponent, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proponent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Department of City Development or any person interested in the proposed Contract; and

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

(Check One) _____
Signature of

_____ Proponent if the Proponent is an individual;

_____ Partner if the Proponent is a partnership;

_____ Officer if the Proponent is a corporation.

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

Notary Signature

My commission expires _____, 20__

ATTACHMENT F

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 with your proposal.**

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

**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: _____

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: _____ % 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: _____ DATE: _____ / _____ / _____
(SIGNATURE & TITLE REQUIRED)

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 _____

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.: _____ Project No. _____ 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.: _____ Project No. _____ 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: _____