

OFFICIAL NOTICE

PUBLISHED BY THE DEPARTMENT OF NEIGHBORHOOD  
SERVICES OF THE CITY OF MILWAUKEE

**REQUEST FOR PROPOSALS FOR RESTORATION OF VACANT LOTS  
TO A DUST-FREE/EROSION-FREE CONDITION  
OPENING 3-16-2026**

THE COMMISSIONER OF THE DEPARTMENT OF NEIGHBORHOOD SERVICES OF THE CITY OF MILWAUKEE ("Commissioner"), Milwaukee, Wisconsin, acting pursuant to Sec. 7-22-3, Milwaukee City Charter, will receive sealed comprehensive proposals for furnishing labor and materials and performing all work necessary from qualified landscaping contractors to perform the necessary work to return vacant lots to a properly landscaped condition until 9:00 a.m. on **Friday March 13, 2026**. Any proposals received after that time will be rejected and returned unopened. Names of those submitting proposals along with the name of the contractor selected will be made available to the public.

**Proposals must be dropped off in the secure drop box labeled Demo Bids & Decon RFPs outside of Room 105 at 841 North Broadway. Any proposals deposited in the wrong location or received after that time may be rejected and returned unopened.**

- 1. A contract for services may be awarded to the most qualified, responsive, and responsible Proposer as outlined in the Request for Proposals at costs and terms agreeable with the City of Milwaukee.**
2. All Proposals shall be held open for a period of sixty (60) days subsequent to the opening date and no proposal may be withdrawn without the written consent of the Commissioner. **IN THE EVENT THE COMMISSIONER, DURING THE SIXTY DAYS FOLLOWING PROPOSAL OPENING, TAKES NO ACTION RELATIVE TO THE PROPOSAL OR PROPOSALS RECEIVED, THEN THE PROPOSAL OR PROPOSALS SHALL BECOME NULL AND VOID WITHOUT RECOURSE OF ANY KIND BY EITHER THE PROPOSER OR COMMISSIONER, ACTING ON BEHALF OF THE CITY.**

As part of the Proposal, each Proposer shall submit a full and complete list of all the proposed subcontractors and the class of work to be performed by each, which list shall not be altered without the written consent of the Commissioner.

The Commissioner reserves the right to reject any and all proposals at any time, if it is in the best interests of the City, and to waive any informalities in the process.

Attention is called to the fact that: (a) the successful proposer will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these categories as provided by Section 109-9 of the Milwaukee Code of Ordinance This provision must be included in all subcontracts. (b) Contractor agrees that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. (c) both parties understand that the City 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. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the City 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 Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

Successful proposer will be required to complete an Affidavit of Compliance/Disclosure of Participation in or Profits Derived from Slavery by Contractors before contract can be executed, if the company was established in or before 1865.

Small Business Enterprise (SBE) requirement for this project is 25% of the contract base bid. For a complete listing of City of Milwaukee certified SBE firms please contact the Office of Equity and Inclusion (formerly the Office Small Business Development) at 414-286-5553. More information can be found at <https://city.milwaukee.gov/Equity-and-Inclusion>

Payment Monitoring Requirements: All Contractors awarded a contract valued at \$25,000 or more with SBE participation requirements shall participate in training on and report regular payments in the City of Milwaukee's Compliance Reporting and Certification System (CRCS). Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to provide timely monthly payment information in the City's CRCS at <https://milwaukee.diversitycompliance.com/>. Please contact the Office of Equity and Inclusion at 414.286.5553 or OEI@milwaukee.gov if you have any questions regarding the training and reporting process.

This RFP includes a Local Business (LBE) incentive in accordance with Chapter 365 Milwaukee Code of Ordinances.

IT IS YOUR RESPONSIBILITY AS A PROPOSER TO FAMILIARIZE YOURSELF WITH THIS ORDINANCE PRIOR TO SUBMITTING YOUR PROPOSAL.

This bid includes Socially-Responsible Contractors (SRC) incentive in accordance with Chapter 310 Milwaukee Code of Ordinances. More information can be found at: <https://city.milwaukee.gov/Purchasing/Programs/Socially-Responsible-Contractors-SRC-Program>.


COPIES OF THE CONTRACT DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT <http://city.milwaukee.gov/Demobids>

PRINTED COPIES MAY BE PURCHASED IN PERSON AT THE DEPARTMENT OF NEIGHBORHOOD SERVICES AT THE ADDRESS SHOWN BELOW. THE COST IS \$.20 PER PAGE.

DEPARTMENT OF NEIGHBORHOOD SERVICES  
OF THE CITY OF MILWAUKEE  
841 NORTH BROADWAY RM 105  
MILWAUKEE WI 53202-3650

February 23, 2026  
February 24, 2026

**This material is available in alternative formats for individuals with disabilities upon request. Please contact the City of Milwaukee ADA Coordinator @ (414) 286-3475 or [ADACoordinator@milwaukee.gov](mailto:ADACoordinator@milwaukee.gov). Provide a 72 hour advance notice for large print and 7 days for braille documents.**

 Braille	Alternative formats are available upon request for individuals with disabilities.
Large Print	Contact the City of Milwaukee ADA Coordinator at (414) 286-3475 or <a href="mailto:ADACoordinator@milwaukee.gov">ADACoordinator@milwaukee.gov</a> .

DEPARTMENT OF NEIGHBORHOOD SERVICES

REQUEST FOR PROPOSALS 2026

1.0.0 INSTRUCTIONS TO PROPOSERS:

1.1.0 DESCRIPTION OF WORK

The Department of Neighborhood Services will be razing or removing buildings from their present sites. After demolition has taken place the demolition sites will need to be returned to a dust-free and erosion-free condition. The Department of Neighborhood Services refers approximately 50 lots per year.

Proposals are being solicited from landscaping contractors to perform the necessary work to return these sites to a properly landscaped condition. The Department expects that the Contractor would engage in the activities of this proposal for the entire growing season.

The successful proposer will be awarded a one-year contract. The contract may be extended for three (3) additional 12-month periods at the option of the Department. If the contract should be renewed after the initial one-year term, the rate of payment shall be increased, effective the first day of any such renewal term, in the ratio that the Milwaukee Consumer Price Index has changed from the initial date of the contracts or from the date of the last rate adjustment. The participation requirements for small businesses enterprise(SBE) will be adjusted annually to the percentages in effect at the time of renewal.

1.2.0 SELECTION CRITERIA

Before a firm will be awarded a demolition site/vacant lot landscaping contract, the firm must supply to the City of Milwaukee the firm's resume with business references included with the proposal.

All proposals shall include information about your firm's capabilities and past experiences, particularly relative to the type being undertaken in this project. Any other information which will demonstrate abilities to perform the required services should also be included.

A contract, if awarded, will be awarded to the successful proposer based on cost of services, training and experience and ability to meet the City's needs.

Proposals will be evaluated using the following percentages:

Cost of Services	40%
Experience of firm for providing services of similar scope and size	30%
Ability to meet City needs	30%

1.3.0 SCOPE OF WORK

The work under this contract shall include:

1. Grading: The Contractor shall be responsible for the grading of the area to be seeded. This includes removing debris, noxious vegetation, trash, etc. and removing it from the site. The area shall be graded to a uniform cross section so that all holes and hills are removed. A butt joint shall be provided at adjoining property lines. **The cost of grading is to be included in the Square Foot Cost of Seeding in the proposal.**
2. Preparation of the Seed Bed: Subsequent to grading, the existing soil shall be loosened and pulverized to a minimum depth of two inches and any miscellaneous debris that appears shall be removed from the job site. The Contractor shall be responsible for hauling, spreading and thoroughly mixing with existing soil, topsoil to approximately two inches for seed beds. Topsoil will be required at all locations that have been graded or where spot seeding is to be done. Topsoil for landscape work shall be a fertile, friable, sandy, loamy surface soil without admixture of subsoil and free of stones, stumps, root, trash, debris and other materials deleterious to plant growth. Organic content shall not be less than 3 percent and not greater than 10 percent determined by loss through ignition. **These costs are to be included in the Square Foot Cost of Seeding in the proposal.**
3. Seeding: After the seed bed has been properly prepared, specified seed and fertilizer shall be spread by mechanical means at the specified amounts and raked into the soil to a depth of approximately three eighths (3/8) inch. The method used for spreading mulch and water subsequent to raking in seed and fertilizer shall be mechanical hydro-mulching. The Contractor shall furnish all equipment, labor and materials to spread seed, mulch, fertilizer and water at the rates specified below. All operations shall be in accordance with manufacturer's recommendations. **The cost of seeding is to be included in the Square Foot Cost of Seeding in the proposal.**
4. Seed: The Contractor shall spread the seed mixture listed below at a rate of not less than five pounds per 100 square yards.

**SEED MIXTURE**

MINIMUM INGREDIENTS	CROP SEED	WEIGHT	PURITY	GERMINATION
Kentucky Bluegrass	26.75%	30%	89%	80%
Creeping Red Fescue	39.20%	40%	98%	85%
Annual Ryegrass	19.50%	20%	98%	90%
Perennial Ryegrass	9.80%	10%	98%	90%
Inert Matter, Weed and Crop Seeds	4.75%			

Each sack of seed shall have a label securely attached showing ingredients, minimum crop seed, germination and date.

5. Fertilizer: The fertilizer shall consist of 10 percent nitrogen, 10 percent phosphorus and 10 percent potash. Each package of fertilizer shall be plainly marked with the analysis of the content. The chemical fertilizer shall be applied at a rate of not less than four pounds per 100 square yards.
6. Mulch: A wood cellulose mulch, Weyerhaeuser "Silva-Fiber" or equal will be spread at a rate of 45 pounds per 100 square yards and as recommended by the manufacturer. The method known as hydro-seeding, where seed, fertilizer, mulch and water are applied in the same operation, will not be allowed.
7. Watering: As part of the hydro-mulching process, or within 24 hours after the seed has been applied, the Contractor shall supply sufficient water to thoroughly moisten the soil to a depth of at least two inches over the entire seeded area. The Contractor shall make, at his/her expense, whatever arrangements may be necessary to insure an adequate supply of water and furnish all necessary hose and equipment to accomplish the specified irrigation.
8. Maintenance of Seeded Areas: The Contractor shall maintain the seeded areas until it has been determined that germination is successful and that growth has been established. Where Erosion Control Mat is placed on a slope, it shall be stapled according to the manufacturer's recommendation. The Erosion Control Mat shall be American Excelsior Company Erosion Control Blankets, with an area of 80 square yards per roll weighing 78 pounds per roll or equal.
9. Fill: This is materials other than topsoil as required above. Fill shall be clean ground fill meeting the requirements of section 218-8-8 of the Milwaukee code of Ordinances. Fill shall only be placed at the request or approval of the Department of Neighborhood Services.
10. Berming: Lots that require placement of berm will be noted in the referral. Location and size of berm will also be noted in referral.
11. Timely response: The contractor will be required to complete the above cited work within the number of days agreed upon from time of initial referral per contract unless otherwise noted in parcel-specific referrals.
12. Emergency Requests: The Contractor shall be able to complete short-noticed site stabilization to sloping sites and sites that have immediate erosion concerns within the number of hours agreed upon per contract unless otherwise noted in parcel-specific referrals. The contractor shall also be able to complete sites designated as *priority* sites within the number of days agreed upon from time of initial referral per contract unless otherwise noted in parcel-specific referrals.

#### **1.4.0 CONFLICT OF INTEREST**

In order to avoid conflict of interest the City of Milwaukee maintains that any landscaping activities performed under this contract shall be performed by INDEPENDENT contractors that have no affiliations, agreements or other common interests or financial arrangements with any demolition contractor.

#### **1.5.0 EXECUTION OF CONTRACT**

##### **1.5.1 Duty to Deliver**

Subsequent to the award and within fourteen (14) calendar days after the prescribed forms are presented for signature, the successful proposer shall execute and deliver to the Department of Neighborhood Services of the City of Milwaukee a contract, in the form included in the contract documents, signed in triplicate.

##### **1.5.2 Performance and Payment Bond Required**

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful proposer, shall, within the period specified in sec. 1.5.1. above, furnish a surety or performance bond in a penal sum not less than one hundred percent (100%) of the initial amount of the contract, including all items of overhead, as set out in the accepted proposal as security for the faithful performance of the contract, and a payment bond securing the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by the contractor in performing the work. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, the date of the contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570, or its successor, and the penal sum shall be within the maximum specified for such company in said Circular 570, or its successor.

##### **1.5.3 Default**

The failure of the successful proposer to execute the contract and to supply the required bond or bonds within fourteen (14) calendar days after the prescribed forms are presented for signature, or within such extended period as the Commissioner may grant, based upon reasons determined sufficient by the Commissioner, shall constitute a default, and the Commissioner may either award the contract to the next successful proposer, or re-advertise for proposals, and may charge against the proposer the difference between the amount for which a contract for the work is subsequently executed.

## 2.0.0

### GENERAL CONDITIONS

#### 2.1.0 DEFINITIONS

Whenever used in any of the contract documents, the following meaning shall be given to the terms herein defined:

1. "Addenda" or "Addendum" shall mean any changes, revisions or clarifications of the Request for Proposal Documents which have been duly issued in writing by the Building Inspector to prospective Proposers prior to the time of receiving Bids.
2. "City" shall mean the City of Milwaukee.
3. "Commissioner" shall mean the Commissioner of the Department of Neighborhood Services (also called Building Inspector) or his designee.
4. "Contract" shall mean the Contract executed by the Department of Neighborhood Services of the City of Milwaukee and the Contractor and all incorporated Contract Documents, of which these GENERAL CONDITIONS form a part.
5. "Contractor" shall mean the person, firm or corporation entering into the Contract with the Building Inspector to perform the work of landscaping.
6. "Contract Documents" shall mean and shall include the following:  
  
Executed Agreement, Addenda (if any), Request for Proposal, signed Copy of Proposal and General Conditions, .
7. "Local Public Agency" shall mean the Department of Neighborhood Services of the City of Milwaukee (also called Building Inspector), which is authorized to undertake this Contract.

#### 2.2.0 Equal Employment Opportunity

a. During the performance of this Contract, the Contractor agrees as follows:  
The Contractor will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories, and Contractor also agrees to include a similar provision in all subcontracts. Contractor must agree that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. ss. 12101 et seq.; The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age, disability, marital status, sex, religion, ancestry, sexual orientation, arrest record or conviction record, service in the armed forces, and genetic testing.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising

the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Orders 12246 of September 24, 1965, and 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, pursuant thereto, and will permit access to books, records, and accounts by agents, officers or employees of the Commissioner for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. The Contractor will include the provisions of paragraphs (a) through (e) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **2.3.0 Small Business Enterprise (SBE) Provisions**

Small Business Enterprise (SBE) requirement for this project is 25% of the contract base bid. For a complete listing of City of Milwaukee certified SBE firms please contact the Office of Equity and Inclusion (formerly the Office Small Business Development) at 414-286-5553. More information can be found at <https://city.milwaukee.gov/Equity-and-Inclusion>

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### **2.7.0 Sanctions for Labor Violations**

Any Contractor, subcontractor, proposer, or individual engaged by or performing pursuant to this contract who is found to have submitted to either the Commissioner or City of Milwaukee Purchasing Division any false, misleading or fraudulent information, or to have failed to comply with the provisions of this section, may be subject to any of the following sanctions:

1. Withholding of payments.
2. Termination, suspension or cancellation of the contract in whole or in part.
3. After a due process hearing, denial of the right of the contractor or subcontractor to bid on future city contracts, by himself or herself, partner or agent, or by any corporation of which he or she is a member, for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

### **2.8.0 Superintendence by Contractor**

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent, satisfactory to the Commissioner, on the work at all times during working hours, with full authority to act for the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the work.

### **2.9.0 Subcontracts**

- A. All work to be performed under this contract shall be done by the Contractor and/or his or her employees, or as otherwise approved by the Commissioner. These exceptions must be covered by a subcontract. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract, until they have submitted to the Commissioner an Affidavit of Subcontractor in the form provided by the City of Milwaukee, and has received written approval of such subcontractor from the Commissioner.
- B. All subcontractors must be approved by the Commissioner. Such approval shall not be unreasonably withheld.
- C. The Contractor shall be fully responsible to the City for the acts and omissions of his, her, or its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by the Contractor.
- D. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Commissioner or the City of Milwaukee. All workers shall be made known and the basis under which they are working on the job shall be made known to the Commissioner prior to any work being done. The Contractor shall not permit any person to perform work of any nature in the project area unless such person is employed directly by the Contractor or his/her subcontractors.
- E. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this contract.

### 2.10.0 Other Contracts

The City may award, or may have awarded, other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling his or her own work with that to be performed under other contracts as may be directed by the Commissioner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled.

### 2.11.0 Changes in the Work

- A. The Commissioner may make changes in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the Contractor from any of his obligations under the contract or any guarantee given by him pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the contract amount by more than 25%. All such work shall be performed in accordance with a written change order and executed under the terms of the original contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the work, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from the Commissioner authorizing the change. No claim for an adjustment of the contract price will be valid unless so ordered in writing.
- C. If applicable unit prices are not contained in the contract or if the total net changes increase or decrease the total contract price more than twenty-five percent (25%), the Commissioner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him or her covering the work involved in the change after which the procedure shall be as follows:
  1. If the proposal is acceptable, the Commissioner will prepare the change order in accordance therewith for acceptance by the Contractor and
  2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Commissioner may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a limit specified by the Commissioner.
- D. Each change ordered shall include in its final form:
  1. a detailed description of the change in the work,
  2. the Contractor's proposal under subpar. C, above, (if any) or a conformed copy thereof,

3. a definite statement as to the resulting change in the contract price and/or time, and
4. a statement that all work involved in the change shall be performed in accordance with contract requirements, except as modified by the change order.

#### **2.12.0 Claims for Extra Cost**

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, the Contractor shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit its protest thereto in writing to the Commissioner, stating clearly and in detail the basis of any objections. The claim shall be denominated: "Claim for Extra Cost." No such claim will be considered unless so made in writing within the appropriate time.
- B. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings shall at once be reported to the Commissioner and work shall not proceed, except at the Contractor's risk, until written instructions have been received by the Contractor from the Commissioner.
- C. If, on the basis of the available evidence, the Commissioner determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in CHANGES IN THE WORK.

#### **2.14.0 Termination of Contract for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, including but not limited to the "Conditions for Environmental Compliance" specified in secs. 3.1.1. through 3.1.5 below, the Commissioner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. The Commissioner may relet the work to be performed under this contract to some other competent party or employ persons and secure material for the completion of same, and charge the costs thereof to the Contractor. In such event, all finished or unfinished work accomplished by the Contractor under this contract shall, at the option of the Commissioner, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In the event of any termination for cause hereunder, the Commissioner shall further have the right to declare the Contractor (or any affiliate, parent, subsidiary or successor thereof) ineligible for further City of Milwaukee Neighborhood Services contracts.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the Commissioner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.

### **2.15.0 Termination for Convenience of the City**

The Commissioner may terminate this Contract at any time for any reason by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Commissioner as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bears to the total work of the Contractor covered by this contract, less payments of compensation previously made. However, if less than sixty percent (60%) of the work covered by this contract has been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the work covered by this contract.

### **2.16.0 Deduction for Uncorrected Work**

If the Commissioner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Commissioner, subject to settlement, in case of dispute, as provided in DISPUTES herein.

### **2.17.0 Right of Access and Entry**

The Commissioner shall at all times have access to and be permitted to observe and review all work, materials, equipment, payroll and records pertaining to this contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Commissioner through his or her authorized representatives or agents.

### **2.18.0 Partial Completion and Acceptance of Work**

The Commissioner may accept any portion of completed work if the work has been satisfactorily completed. The Contractor shall release such areas upon the request of the Commissioner.

### **2.19.0 Final Inspection**

The Commissioner may reject any work done at the site which does not comply with the requirements of this contract and will notify the Contractor of such rejection in writing, whereupon the Contractor, at no cost to the City, shall correct such deficiency as directed by the Commissioner.

### **2.20.0 PAYMENTS**

**AFTER ACCEPTANCE BY THE BUILDING INSPECTOR OF ALL OF THE WORK AT A PARCEL, THE CONTRACTOR SHALL PREPARE HIS/HER REQUISITION FOR PAYMENT AND SUBMIT IT TO THE BUILDING INSPECTOR FOR APPROVAL. CONTRACTOR MAY SUBMIT INVOICES ONLY TWICE PER MONTH- ON THE 15<sup>TH</sup> AND THE 30<sup>TH</sup> OR NEXT BUSINESS DAY IF THESE DATES FALL ON A WEEKEND OR HOLIDAY. A COST BREAKDOWN FOR EACH PARCEL THAT IS COMPLETED BY THE CONTRACTOR WILL NEED TO BE LISTED ON THE INVOICE SUBMITTED TO THE DEPARTMENT FOR PAYMENT. INVOICE MUST INCLUDE CONTRACT NUMBER AND VENDOR NUMBER.** It is Contractor's responsibility to submit all required prime contractor and sub-contractor compliance documentation. Invoices will be considered incomplete and payment will not be processed if compliance documentation is found deficient. The final payment shall consist of the total cost of work, as adjusted in accordance with approved change orders, less all previous payment to the Contractor and subject to withholding of any amount due the Building Inspector.

The Building Inspector before making payment may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, if this is deemed necessary to protect its interest. The Building Inspector, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.

That no payment made under the Contract shall act as a waiver of the right of the Building Inspector to require the fulfillment of all of the terms of the Contract.

#### **2.21.0 Prompt Payment**

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 (7) 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.

### **3.0.0**

## **LEGAL CONDITIONS**

### **3.1.0 Compliance with Codes and Permits**

The Contractor shall comply with the applicable laws and ordinances governing the razing of buildings and restoration of raze sites including but not limited to the disposal of materials, debris, rubbish and trash on or off the Project Area, and shall commit no trespass on any public or private property in any operation due to or connected with the work done under this contract.

#### **3.1.1 Conditions for Environmental Compliance**

#### **3.1.2 Compliance with Environmental Requirements**

Contractor shall fully comply with all statutes, regulations or other applicable requirements imposed by any federal, state or municipal agency with respect to the environmental condition of the Demolition Area and/or with respect to the performance of any work or other operations conducted by Contractor upon the Demolition Area (hereinafter referred to as "Environmental Requirements"). Contractor shall not cause, permit or suffer the existence or commission by Contractor, its agents, employees, subcontractors, suppliers or invitees, or by any other person, of any violation of any Environmental Requirements upon, about or beneath the Demolition Area or any portion thereof in conjunction with the performance of this contract.

#### **3.1.3 Hazardous Material; Environmental Liens**

Except to the extent necessarily used in the performance of the work under this contract, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Contractor shall not cause, permit or suffer any "hazardous material" or "Hazardous Substance" to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Demolition Area or any portion thereof by Contractor, its agents, employees, subcontractors, suppliers or invitees, or any other person, without the prior written consent of the City and shall demonstrate to the satisfaction of the City that such "hazardous material" or "Hazardous Substance" is necessary to the performance of the work within the scope of this contract and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Contractor shall not create or suffer to exist with respect to the Demolition Area any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Demolition Area, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. ss 9607(1)) or any similar State statute.

#### **3.1.4. Obligation to Remediate**

Contractor shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to investigate and/or remediate the environmental condition of the Demolition Area or any other parcel or property which may be required by any federal, state or local governmental agency or political subdivision, which remediation is necessitated from, or attributable to, the presence upon, about, or beneath the Demolition Area of any "hazardous material" or "Hazardous Substance" or any violation of Environmental Requirements caused by the presence of and/or work activities or operations conducted by the Contractor or Contractor's agents, employees, subcontractors, suppliers or invitees. Contractor agrees to allow entry upon the Demolition Area by the City, or its agents, contractors or employees of the City for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Contractor's presence, work, activities and/or operations

upon or with respect to the Demolition Area and the environmental condition thereof. In the event that Contractor performs any such environmental audit and/or test on its own behalf, it shall promptly provide to the City full and complete copies of any results and/or reports that are generated in connection with the above activities.

#### **3.1.5. Obligation to Indemnify, Defend and Hold Harmless**

Contractor agrees, on behalf of itself, its successors, assigns and guarantors, to fully defend, indemnify, reimburse and hold harmless the City from any cost or expense that the City may incur in conjunction with the investigation and/or the remediation of any adverse environmental condition or with the presence or release of any "hazardous material" or "Hazardous Substance" upon the Demolition Area caused by or attributable to Contractor's presence, in whole or in part, work activities and/or operations upon the Demolition Area. Contractor further, on its behalf and on behalf of its successors, assigns and guarantors, agrees to fully indemnify, defend, reimburse and hold harmless the City from the burden and expense of defending all claims, suits and administrative or regulatory proceedings that may occur in relation to any claimed adverse environmental condition upon the Demolition Area or any other parcel or property caused by or attributable to tenant's presence and/or activities or operations upon the Demolition Area, in whole or in part. The foregoing obligation applies even if such claims, suits or proceedings are groundless, false or fraudulent, and further includes the obligation of fully and promptly paying and discharging (when they may become due) any and all judgments, penalties or other sums that might be assessed upon the City as a result of any such claims, suits or proceedings.

#### **3.2.0 General Guaranty**

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Commissioner shall constitute an acceptance of work not done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with terms of the Contract Documents. The Commissioner will give the Contractor notice of observed noncompliance with the Contract Documents with reasonable promptness.

#### **3.3.0 Indemnification of City and Commissioner**

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City of Milwaukee, its officers, agents and employees from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever which may come against the City of Milwaukee on account of injury or death of any person or persons or damage to any property occurring directly or indirectly, in whole or in part, from the performance or lack of performance of work hereunder, or negligence or carelessness, by the Contractor or its employees, agents or servants, including, without limitation, claims, costs, damages, expenses, fines, fees and/or penalties related to Hazardous Substances, or environmental liability. The indemnifications contained herein shall survive the completion of the work.

The City of Milwaukee shall tender the defense of any claim or action at law or in equity or regulatory proceeding, arising, in whole or in part, out of or otherwise related to any act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors, to the Contractor or its insurer and, upon such tender, it shall be the duty of the Contractor and its insurer to defend such claim, action or regulatory proceeding without cost or expense to the City of Milwaukee.

### **3.4.0 Disputes**

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) calendar days of commencement of the dispute, be presented in writing by the Contractor to the Commissioner for decision. All papers pertaining to claims shall be filed by the Contractor in quadruplicate. Such notice should detail the amount of the claim if known, and shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within ten (10) days shall be deemed to have been waived in writing, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) calendar days of its commencement, the claim will be considered only for a period commencing ten (10) calendar days prior to the receipt by the Commissioner of notice thereof.

The Contractor shall submit in detail the claim and proof thereof. Each decision by the Commissioner will be in writing and will be mailed to the Contractor by certified mail, return receipt requested.

If the Contractor does not agree with any decision of the Commissioner he shall in no case allow the dispute to delay the work but shall notify the Commissioner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

### **3.5.0 Assignment or Novation**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the advance written consent of the Commissioner; provided, however, that assignments of contract proceeds to banks, trust companies, or other financial institutions may be made without the consent of the Commissioner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

### **3.6.0 Insurance**

#### **A. General Requirements**

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided to the Commissioner. Certification shall state that the insurance policies issued to the Contractor meet the requirements as outlined below. All certificates are to be provided prior to final execution of this

Contract. If the Contractor does not comply with this provision of the Contract, the City of Milwaukee has the authority to declare this Contract terminated.

The City, as an additional insured, shall be provided with at least 30/60 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract/license/permit for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/ies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

**We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. We will mail the notice at least 30/60 days before the effective date of our action.**

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.

All policies shall be written on an occurrence form.

If subcontractors are used, each must meet all of the requirements herein.

B. The minimum insurance requirements are as follows:

(1) Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

.Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.

. Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

(2) Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

. Coverage must be equivalent to ISO form CG0001 or better.

. The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.

. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

. The policy shall include independent contractors (owners/contractors protective) and contractual liability.

. Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

"If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance."

. Coverage shall apply to the risks associated with or arising out of the services provided under this contract, including but not limited to asbestos abatement, lead abatement and air, ground or water pollution.

(3) Auto Liability

Combined Single Limit	\$1,000,000 each accident
Uninsured/Underinsured Motorists	\$1,000,000 each accident
Medical Expense	\$ 5,000 each person

. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

. If the Contractor owns or leases any vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or leased vehicles then coverage must be for Hired and Non-Owned Autos (Symbols 8 and 9).

. Coverage shall include contractual liability for risks assumed in this contract.

(4) Umbrella (Excess) Liability

Umbrella (excess) Liability	\$5,000,000 per occurrence
\$5,000,000 aggregate	

. The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages.

C. Worker's Compensation Insurance

The Contractor shall carry or require that there be carried Worker's Compensation insurance for all employees and those of any subcontractors engaged in work at the site, in accordance with State of Wisconsin Worker's Compensation Laws, Chapter 102, Stats.

D. Proof of Coverage

Before a contract will be awarded to it, the Contractor shall submit evidence of the insurance coverage required above to the Commissioner for review and approval. The policies shall be scheduled on approved forms, and approved as to form and execution by the City Attorney's Office. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the City Attorney, and shall be kept in force until the Contractor's work is accepted by the Commissioner. Contracts of insurance (covering all operations under this contract) which expire before the completion of all work to be performed under this contract shall be renewed and extended at least up through and including the date of such completion and evidence submitted to the Commissioner for approval

E. Additional Requirements

The Contractor's policies of insurance, except for Worker's Compensation, shall specifically name the City of Milwaukee as an additional insured.

The said insurance carrier shall be authorized to sell insurance in the State of Wisconsin and shall submit its agent's license with the certificate. Such certificate of insurance shall also have affixed thereto an affidavit setting forth that no officer, official or employee of the City has any interest, directly or indirectly, in any premium, commission or fee, or furnishing of such certificate of insurance.

Any insurance provision listed herein requiring a change in the types or amounts of coverages previously required of contractors shall become effective on the next policy renewal date for all existing policies in effect on the date the contract is entered into.

F. Indemnification

The Contractor shall indemnify, defend and hold harmless the City of Milwaukee, its officers, employees, and agents, against all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds, and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor or the Contractor's agents, employees, or workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work. Further, the Contractor shall indemnify and hold the city harmless for all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the 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 the acts, errors, omissions and negligence of the Contractor, including but not limited to defective or careless work methods.

**3.7.0 Open Records Law**

Contractor understands that the City 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. Ss 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records (including those of any Subcontractor) 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 Contractor must defend and hold the City 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.

**4.0.0 Sample Forms**

**4.1.0 Contract Form**

Executed in Triplicate

CONTRACT #360-08-0  
VENDOR #

CONTRACT FOR LANDSCAPING OF DEMOLITION SITES FOR THE  
DEPARTMENT OF NEIGHBORHOOD SERVICES

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between ,  
, a corporation organized and existing under the laws of the State of Wisconsin  
hereinafter called the "Contractor", and the City of Milwaukee, acting through the  
Commissioner of the Department of Neighborhood Services, hereinafter called the  
"Commissioner".

WITNESSETH, that the Contractor and the Commissioner for the considerations stated herein  
mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical  
personnel, labor, materials, machinery, tools, equipment and services, including utility  
and transportation services, and perform and complete all work required for the  
landscaping of vacant lots in an efficient and workmanlike manner all in strict accordance  
with the Contract Documents, including all Addenda, all as prepared by the Department of  
Neighborhood Services of the City of Milwaukee.

ARTICLE 2. The Contract Price. The Commissioner will pay the Contractor for performance  
of the Contract, in current funds, subject to additions and deductions as provided in the  
Section CHANGES IN THE WORK under GENERAL CONDITIONS, sec. 2.11.0, the sum of (\$ ),

ARTICLE 3. Contract. The executed contract documents shall consist of the following:

- a. This agreement Proposal
- b. Addenda (if any)
- c. Request for Proposal
- d. Signed copy of Request for
- e. General Conditions
- f. Legal Conditions

THIS AGREEMENT, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. This contract shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above written.

Attest:

Witnesses:

\_\_\_\_\_ By  
\_\_\_\_\_ Title

CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES

\_\_\_\_\_ By  
Commissioner

EXAMINED AND APPROVED AS TO  
FORM AND EXECUTION THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_,  
2026

COUNTERSIGNED:  
BY  
CITY COMPTROLLER

\_\_\_\_\_ DATE:  
ASSISTANT CITY ATTORNEY

CERTIFICATIONS

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor herein, that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_ Corporate Seal

(Please print or type the names underneath all signatures)

4.2.0

PERFORMANCE AND PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS, That we

\_\_\_\_\_ ,

as PRINCIPAL, of

\_\_\_\_\_ ,

(Street and Number)

(City)

(State)

and \_\_\_\_\_ ,

of \_\_\_\_\_ , as SURETY, are held and firmly bound  
(Home Office)

unto the Department of Neighborhood Services of the City of Milwaukee, Milwaukee, Wisconsin, hereinafter called the "Building Inspector," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain contract, hereto attached with the Building Inspector, Dated \_\_\_\_\_ , 20\_\_\_\_ .

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Building Inspector with or without notice to the surety and during the life of any guaranty required under the contract and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said contract that may hereafter be made; and also, if the PRINCIPAL shall promptly pay all wages of laborers, workers, or mechanics to be employed by him for all work done or labor performed, or who may be employed by any subcontractor in the work called for by said contract and any and all modifications of said contract; and also, if the PRINCIPAL shall promptly pay all furnishers of material, supplied to himself, or by subcontractors, or furnished to subcontractors, and used in the construction, erection, alteration, or repairs of the work called for by said contract and any and all modifications or said contract; and also, if the PRINCIPAL shall pay or cause to be paid all sums due for materials or supplies furnished to said contractors, or any subcontractor, for use in machines used by the contractor, or any subcontractor in the construction, erection, alteration or repair of the work specified in the said contract and any and all modifications of said contract and also, if the PRINCIPAL shall fully secure, protect, and indemnify the said Building Inspector, its legal successors and representatives from all liability in the premises, including all costs of Court and attorney's fees, made necessary or arising from the failure, refusal or neglect of the aforesaid PRINCIPAL to comply with all of the obligations assumed by said PRINCIPAL or any subcontractors in the connection with the performance of said contract, and any and all such modifications of said contract; and also if the PRINCIPAL shall deliver all the work called for by said contract of the PRINCIPAL with the Building Inspector free from any and all claims, liens and expenses, and in accordance with the terms and provisions of said contract and any and all modifications of said contract; then this said bond shall become null and void, and otherwise it shall remain in full force and effect.

The undersigned SURETY does further hereby consent and yield to the jurisdiction of the state civil courts of the County of Milwaukee, of the State of

Wisconsin, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned SURETY. The PRINCIPAL and SURETY severally and jointly agree that this bond, and the undertakings contained herein, are for the benefit of any and all subcontractors and other persons furnishing materials or labor to the contractor or for the performance of the PRINCIPAL of said contract with the Building Inspector, as originally executed by said PRINCIPAL and the Building Inspector or as thereafter modified, and that any such subcontractor or persons furnishing labor or materials may bring suit on this bond or any undertaking herein contained, in the name of the Building Inspector against the said PRINCIPAL and SURETY or either of them.

No modifications, omissions or additions, in or to the term of said contract, the plans or specifications, or the manner and mode of payment, shall in any manner affect the obligations of the undersigned SURETY in connection with the aforesaid contract. Notice to the SURETY of any and all modifications in said contract of the PRINCIPAL with the Building Inspector, and of any additions or omissions to or from said contract are hereby waived by the SURETY.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attest:

\_\_\_\_\_  
(Principal)  
\_\_\_\_\_  
(Business Address)  
Affix corporate seal

By \_\_\_\_\_

Attest: \_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)  
Affix corporate seal

By \_\_\_\_\_

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ Dollars per thousand.

The total amount of premium charged is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
(The above is to be filled in by SURETY)

(Power-of-attorney for person signing for surety company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am an officer of the corporation named as PRINCIPAL in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the PRINCIPAL was then \_\_\_\_\_ of said corporation; that I know his or her signature, and his or her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Affix corporate seal

**4.3.0** A F F I D A V I T

(With Performance and Payment Bond)

STATE OF WISCONSIN)

) ss.

**Landscape RFP 2026**

MILWAUKEE COUNTY

)

\_\_\_\_\_, being  
first duly sworn, on oath deposes and says that he/she  
is \_\_\_\_\_

(attorney-in-fact or agent)

of \_\_\_\_\_

(Bonding Company)

surety on the attached contract, executed

by \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Contractor)

Affiant further deposes and says that no employee of the Department of  
Neighborhood Services of the City of Milwaukee, and no city official, or city  
employee, of the City of Milwaukee has any interest, directly or indirectly, or is  
receiving any premium, commission, fee, or other thing of value, on account of the  
sale or furnishing of this bond, undertaking or contract of indemnity, guaranty,  
or suretyship, in connection with the above mentioned contract.

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

\_\_\_\_\_  
Notary Public, Milwaukee Co. Wisconsin  
My commission expires \_\_\_\_\_

performance bond

**AFFIDAVIT OF SUBCONTRACTOR**

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

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

(1) S/He is \_\_\_\_\_ of

\_\_\_\_\_ (owner, partner, officer, representative, or agent)

\_\_\_\_\_, herein referred to as the "Subcontractor";

(2) S/He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to

\_\_\_\_\_, the Contractor for certain work in connection with the Landscaping Contract # \_\_\_\_\_ for the Department of Neighborhood Services of the City of Milwaukee, Wisconsin;

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

(4) Neither the Subcontractor 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 proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other proposer, firm, or person to fix the prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract; and

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

(6) The Subcontractor also agrees to comply with the applicable regulations, amendments, or modifications of:

A. Equal Employment Opportunity Clause as stated elsewhere in this contract pursuant to Section 116 of the Housing Act of 1949, as amended and Executive Order Number 11246 of September 28, 1965, and 11375 of October 13, 1967.

B. Federal Labor Standards Provisions marked HUD-3200 as amended.

C. "So-Called Anti-Kickback Act and Regulations Promulgated Pursuant Thereto by the Secretary of Labor, United States Department of Labor."

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
\_\_\_\_\_  
Title

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

**NON-COLLUSION AFFIDAVIT OF PROPOSER**

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

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

- (1) S/he is \_\_\_\_\_,  
(owner, partner, officer, representative or agent)  
of \_\_\_\_\_, the Proposer that has submitted the attached Proposal.
- (2) S/he is fully informed respecting the preparation and contents of the attached Proposer 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 Proposer 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 Proposer, 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 proposing in connection with such Contract, or has had or will have communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer or to fix the overhead, profit or cost element of the price or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract.
- (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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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



CITY OF MILWAUKEE | OFFICE OF EQUITY & INCLUSION
FORM A – CONTRACTOR COMPLIANCE PLAN

This compliance plan must be completed in its entirety and is a required submission with an Invitation to Bid or a Request for Proposal (RFP) if the solicitation includes an SBE requirement and/or if a Proposer is seeking to earn SBE bonus points as it relates to an RFP. Additionally, in order to qualify, an active (non-expired) certificate confirming Small Business Enterprise (SBE) certification issued by the City of Milwaukee Office of Equity and Inclusion for each SBE firm must accompany this form. The SBE firm must be certified at the time of bid opening and/or RFP closing.

I. GENERAL INFORMATION (REQUIRED)

Bid/RFP # \_\_\_\_\_ Total SBE % \_\_\_\_\_ Total proposed Bid/RFP amount \$ \_\_\_\_\_

Description of SBE Firm Participation

[Empty rectangular box for description of SBE firm participation]

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

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

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Prime Contractor City of Milwaukee SBE certified? Yes \_\_\_\_\_ No \_\_\_\_\_

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge. I further understand and agree that this compliance plan is a condition of my Bid/RFP responsiveness. Failure to submit this form with my response and/or meet the specified SBE requirements may render the Bid/RFP unresponsive.

Name of Authorized Representative \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

FOR STAFF USE ONLY

SBE Firm(s) providing service/commodity consistent with NAICS Code(s) and Prime's scope of service? Yes \_\_\_\_\_ No \_\_\_\_\_

SBE certification(s) verified? Yes \_\_\_\_\_ No \_\_\_\_\_

Staff Name \_\_\_\_\_ Staff Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



CITY OF MILWAUKEE | OFFICE OF EQUITY & INCLUSION

FORM A – CONTRACTOR COMPLIANCE PLAN

List all subcontractor information in its entirety, identifying the Contractor’s SBE designation. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the following website to access the list of City of Milwaukee SBE certified firms: <https://milwaukee.diversitycompliance.com/>

IV. SUBCONTRACTOR INFORMATION

Contractor Name \_\_\_\_\_
Address \_\_\_\_\_
City, State, Zip Code \_\_\_\_\_
Contact Person \_\_\_\_\_ Title \_\_\_\_\_
Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_
Subcontractor SBE-certified? Yes \_\_\_\_\_ No \_\_\_\_\_

Please identify the proposed commodity or service, award amount and contract percentage the subcontractor will fulfill.

Proposed award amount \$ \_\_\_\_\_ Percentage of contract \_\_\_\_\_ %
Work performed/materials provided \_\_\_\_\_
Name of Owner/Representative \_\_\_\_\_
Signature of Owner/Representative \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name \_\_\_\_\_
Address \_\_\_\_\_
City, State, Zip Code \_\_\_\_\_
Contact Person \_\_\_\_\_ Title \_\_\_\_\_
Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_
Subcontractor SBE-certified? Yes \_\_\_\_\_ No \_\_\_\_\_

Please identify the proposed commodity or service, award amount and contract percentage the subcontractor will fulfill.

Proposed award amount \$ \_\_\_\_\_ Percentage of contract \_\_\_\_\_ %
Work performed/materials provided \_\_\_\_\_
Name of Owner/Representative \_\_\_\_\_
Signature of Owner/Representative \_\_\_\_\_ Date \_\_\_\_\_

If you need to provide additional subcontractor information, please duplicate this page as needed.



DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

Revised December 28, 2016

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM  
AFFIDAVIT OF COMPLIANCE**

**IMPORTANT: This form must be submitted with your bid to be considered for LBE status.**

Bid/RFP #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

This signed and notarized affidavit of compliance will be the contractor's sworn statement that the business satisfies all of the following criteria:

1. Operates a business, or owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
2. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not operate another business, or own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
3. Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
4. Has been doing business in the City of Milwaukee for at least one (1) year.
5. The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
6. The business will perform at least 10% of the monetary value of the work required under the contract.

**IMPORTANT: Is your business certified as a Small Business Enterprise (SBE) with the City of Milwaukee?**  
Please Select: \_\_\_ Yes or \_\_\_ No

**NOTE:** If you are the primary owner of more than one business location and the other business location(s) is not located within the geographical boundaries of the City of Milwaukee, the business you are seeking to qualify as a Local Business Enterprise must serve as the primary functionally operational entity that is capable of providing the required services, commodities, or supplies for the purposes of this Bid/RFP. If you own more than one business, please list the name of the business(es) and their addresses on the "Business Property Location" form.

**SITE VISITS:** Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

Authorized Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

# NOTARIZATION

Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, at  
\_\_\_\_\_ County, \_\_\_\_\_ State.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

(SEAL)

PRINT NAME: \_\_\_\_\_

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

**PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:**  
**841 NORTH BROADWAY, ROOM 105**  
**MILWAUKEE, WISCONSIN 53202**



DEPARTMENT OF NEIGHBORHOOD SERVICES

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM  
BUSINESS PROPERTY LOCATION FORM**

**Important Note:** This form must be submitted with your bid to be considered for LBE status.

Bid / RFP # \_\_\_\_\_

**Property Location 1**                      **Check one: Own [ ] Lease [ ]**

Name:	
Address:	
City, State, Zip	

**Property Location 2**                      **Check one: Own [ ] Lease [ ]**

Name:	
Address:	
City, State, Zip	

**Property Location 3**                      **Check one: Own [ ] Lease [ ]**

Name:	
Address:	
City, State, Zip	

**Property Location 4**                      **Check one: Own [ ] Lease [ ]**

Name:	
Address:	
City, State, Zip	

**PLEASE SUBMIT THIS FORM WITH YOUR BID TO:**  
DEPT. OF NEIGHBORHOOD SERVICES  
841 NORTH BROADWAY, ROOM 105  
MILWAUKEE, WISCONSIN 53202

## **Socially-Responsible Contractors (SRC) Application**

- A. If the bids of two or more socially-responsible contractors do not exceed the lowest bid by more than 5%, the contract shall be awarded to the socially-responsible contractor that submitted a bid that exceeded the lowest bid by the smallest amount.
- B. If a bid submitted by a non-socially-responsible contractor and a bid submitted by a socially-responsible contractor are identical, the contract shall be awarded to the socially-responsible contractor, even if the bids are only identical due to the 5% award standard provided for in this chapter.
- C. If two bids submitted by two socially-responsible contractors are identical, the winner will be determined in accordance with the process for tie-breakers as established by the City Purchasing Director.
- D. If the difference between the low bidder's amount and the lowest socially-responsible contractor amount is within 5% of the low bidder and exceeds \$25,000, then the provisions in SRC Application - point A shall not apply.
- E. SRC Application – point A shall only be applied to the “base bid”.
- F. If a bidder or proposer is seeking to qualify for the SRC bid incentive, that bidder or proposer may not also seek to qualify for the City's other bid incentive programs such as the Local Business Enterprise (LBE) bid incentive ([city.milwaukee.gov/Purchasing/Programs](http://city.milwaukee.gov/Purchasing/Programs)) or the Buy American bid incentive ([city.milwaukee.gov/Purchasing/Programs](http://city.milwaukee.gov/Purchasing/Programs)). Should there be a conflict between multiple bidders that are seeking to qualify for these incentives, precedence shall be given to the bidder seeking to qualify for a bid incentive in the following descending order:
1. LBE bid incentive
  2. Buy American bid incentive
  3. SRC bid incentive



DEPARTMENT OF ADMINISTRATION-PURCHASING DIVISION

SOCIALLY-RESPONSIBLE CONTRACTORS (SRC)
AFFIDAVIT OF COMPLIANCE

NOTE: This affidavit must be completed in its entirety and submitted with your bid or proposal to be considered for SRC bid incentive.

Bid or RFP #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

A "Socially-Responsible Contractor" or "SRC" is an entity submitting a bid as part of the City's formal competitive bidding process that has acted or implemented a program to eliminate, or significantly reduce, barriers to employment for current and prospective employees of the contractor.

I. SRC CRITERIA

- A. Hire persons with felony convictions;
B. Assist current or prospective employees with earning their high school diploma;
C. Underwrite or facilitate industry-linked career-assessed pre-employment services and subsidized work experience including: internships, job shadowing, on-the-job training, and summer employment;
D. Partner with an employment service agency to monitor and track individualized employment plans;
E. Provide, underwrite, or facilitate industry-linked career-based instruction to current or prospective employees in areas such as the following: blueprint reading, basic math and measurement, technical math, labor history, construction culture and essential skills, health and safety awareness, manufacturing processes and production, maintenance, and budgeting and financial literacy;
F. Provide or facilitate occupational skills training and related adult mentoring and networking;
G. Underwrite or facilitate subsidized or unsubsidized programs which provide supportive services for current or prospective employees to obtain or fund the following:
- A valid driver's license
- Transportation vouchers to work and home
- Appropriate work attire, work safety gear, and other needed equipment
- Testing and certification fees
- Legal aid services
- Child care and family-related dependent care
- Emergency housing, health care, and short-term emergency assistance
- Career and training services
- School supplies, books, and fees
- Referrals for medical services and exams
- Reasonable accommodations for persons with disabilities
H. Partner with employment agencies to supplement subsidized wages to ensure employees receive a living wage;
I. Provide breast feeding facilities for employees who are nursing children;
J. Provide a minimum of 120 hours of paid sick leave;
K. Provide a minimum of five (5) paid sick days;
L. Provide an employer-assisted housing program providing homebuyer assistance in the form of mortgages, down payment assistance, or homebuyer education for residences within walking distance of their employer;
M. Provide assistance to reduce fees and penalties on tardy child support payments, manage payment of child support arrears, and become current on child support obligations.

## II. DISCLOSURE

The purpose of the *Socially-Responsible Contractor* Program (SRC) is to ensure contributions toward community betterment made by socially-responsible contractors are recognized and rewarded. Each bidder or proposer seeking to qualify for the SRC bid incentive shall submit, as part of its bid or proposal, this sworn affidavit describing actions taken and programs implemented to eliminate, or significantly reduce, the barriers to employment for current and prospective employees of the contractor. The outcomes of these actions and programs shall be described in verifiable detail in the section below. (Please include an attachment if additional line space is required).

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This signed and notarized affidavit of compliance will be the contractor's sworn statement that the business satisfies the criteria for Socially-Responsible Contractors pursuant to Chapter 310-10 of the City of Milwaukee Code of Ordinances.

I hereby declare compliance with Chapter 310-10 of the City of Milwaukee Code of Ordinances.

Authorized Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

## III. NOTARIZATION

Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, at  
\_\_\_\_\_ County, \_\_\_\_\_ State.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

(SEAL)

PRINT NAME: \_\_\_\_\_

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

**PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:**  
**200 E. WELLS STREET, ROOM 601**  
**MILWAUKEE, WISCONSIN 53202**  
**OR FAX TO 414-286-5976**



# Policy Prohibiting Firearms and Dangerous Weapons in the Workplace

Department of Employee Relations

November 10, 2011

*Revised February 27, 2012*



## ***Policy Statement***

The City of Milwaukee has a zero tolerance policy for firearms and dangerous weapons in the workplace. Accordingly, the City of Milwaukee prohibits employees from carrying or possessing a firearm or dangerous weapon while acting in the course and scope of their employment for and on behalf of the City of Milwaukee. This policy applies to all general city employees, including students, volunteers, staffing agency workers or contractors working in the course and scope of their employment with the City of Milwaukee.

## ***Definitions***

Employee - Employee includes any person, excluding law enforcement personnel, who performs services for the City of Milwaukee, either compensated or uncompensated.

Firearm or dangerous weapon - for purposes of this policy a firearm or dangerous weapon includes, but is not limited to, the following:

- (1) A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
- (2) A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
- (3) A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
- (4) Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
- (5) Any destructive device;
- (6) Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
- (7) An electric weapon such as a taser gun;
- (8) Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm; and,
- (9) Any knife *that is carried with intention or calculation to produce death or great bodily harm. Switchblades are specifically prohibited. (A Leatherman or other small pocket knife is permissible, as long as the blade is 3 inches or less in length. Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)*

## ***Prohibitions***

Regardless of whether a city employee possesses a concealed weapons license or is allowed by law to possess a weapon, all employees are prohibited from possessing, transferring, carrying, selling and storing firearms or dangerous weapons while working on city property or while acting within the course of their employment when not on City of Milwaukee property. This prohibition applies anywhere City business is conducted as summarized below:

- working on property owned, leased or controlled by the City;
- performing work for the City at any location including private residences and commercial establishments and other customer or client locations;
- driving or riding as a passenger in a city vehicle;
- attending trade shows, conferences, or training on behalf of the City;
- attending City of Milwaukee directed or sponsored activities or events (intended for city employees only and not the general public) independent of venue;
- Riding any type of mass transit while on City business;
- Working off-site on behalf of the City (excluding the employee's residence);
- performing emergency or on-call work for the City after normal business hours and on weekends;
- Attending training or conferences on behalf of the City.

City employees may possess, carry and store a firearm or dangerous weapon in their own motor vehicles if they have obtained the appropriate license as required by applicable state and federal laws. Employees who use a personal vehicle in the course and scope of their employment are required to keep the permitted firearm or dangerous weapon stored out of sight and in a secure location.

Violation of this Policy is considered a serious offense that endangers the safety of employees and others. Therefore, this any offense may result in severe disciplinary action up to and including discharge from employment. When appropriate a referral to law enforcement may be made which may result in criminal charges.

## ***Safety First***

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from City premises. Employees in facilities without a designated Police or security force may inform individuals carrying weapons of the law and ask for their compliance. This should be done in an informative, calm and non-confrontational manner. An individual's continued non-compliance after being properly informed of the law should result in notification to the Police Department. Employees in facilities with a designated Police or security force should make all attempts to defer intervention in concealed or open carry situations to those groups by contacting designated security personnel via established reporting mechanisms.

An employee who feels an immediate risk to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Steps should be taken to secure their area

and immediately contact the Police Department by calling 9-911 and their assigned building security (where applicable).

### ***Report of Violations***

#### ***Employee Violations***

Employees are required to report violations of this Policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it.

An employee who believes that another employee may be in violation of this policy should report the alleged violation to the employee's manager or supervisor, the department head, or the appropriate departmental Human Resources representative.

The City will promptly investigate allegations of violations of this policy. Supervisors and managers are responsible for establishing and modifying procedures as necessary to carry out and comply with this Policy in accordance with applicable laws and City ordinances. Departments are responsible for implementing protocols for handling a prohibited weapon upon discovery.

The City reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law. Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The City's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, purses, briefcases, bags, and toolboxes, and lunch bags. Searches of the employee's work area and belongings, as described above, *may* be conducted by the employee's supervisor and another member of management. Searches of all types, including surrounding City property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this Policy may be confiscated. Refusal to permit a search may result in discipline up to an including discharge.

#### ***Visitor Violations***

Visitors to posted no-carry City facilities are not allowed to carry a weapon on the premises. If a visitor does bring a weapon into a City facility a determination will need to be made as to the level of risk the visitor carries.

Any visitor carrying a weapon into a posted no-carry City facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor poses an immediate risk to security or safety the Police Department should be notified immediately by calling 9-911. The visitor should be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

### ***Anti-Retaliation Provision***

No employee or City official may retaliate against an employee who has reported a possible violation of this policy.

### ***Roles and Responsibilities***

Employees are responsible for understanding and complying with the Policy Prohibiting Firearms and Dangerous Weapons in the Workplace. Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to their Department Head or the City's Security Operations Manager at 286-2145 prior to bringing the item(s) to City work sites and events, as well as City-owned or leased facilities or vehicles.

City departments shall ensure that employees complete a statement acknowledging receipt and understanding of this policy.

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# LANDSCAPING PROPOSAL

## 2026

PROPOSAL MUST INCLUDE:

- THIS COMPLETED FORM
- COMPLETED NON-COLLUSION AFFIDAVIT
- COMPLETED OFFICE OF EQUITY AND INCLUSION SMALL BUSINESS ENTERPRISE FORM A-COMPLIANCE PLAN
- COMPANY'S RESUME WITH TRAINING AND EXPERIENCE

**Proposals must be dropped off in the secure drop box labeled Demo Bids & Decon RFPs outside of Room 105 at 841 North Broadway by 9:00 a.m. Friday, March 13, 2026. Any proposals deposited in the wrong location or received after that time may be rejected and returned unopened.**

### COST OF SERVICES

Failure to fill in all cost fields with numerical values will cause your proposal to be rejected as incomplete and nonresponsive.

**Basic Site Restoration:  
(average of 50 per year)**

**-Square foot Cost of Seeding  
(includes all requirements in SECTION 1.3.0 SCOPE OF WORK)**

Cost per square foot: \_\_\_\_\_

**-Cost to provide and install additional fill/placement of berm**

Cost per cubic yard: \_\_\_\_\_

**-Cost to provide and install Erosion Control Mat**

Cost per square yard: \_\_\_\_\_

**LANDSCAPING PROPOSAL**

**2026**

**Short-noticed Emergency Stabilization of Sites/Erosion Control Measures:**

**(Approximately 10 per year)**

**-Cost to provide and install Erosion Control Mat**

Cost per square yard: \_\_\_\_\_

**-Cost to provide and install Erosion Fence**

Cost per linear foot: \_\_\_\_\_

**Short-noticed Priority Sites requiring quick turn around (Approximately 15 per year)**

**-Square foot Cost of Seeding**

**(includes all requirements in SECTION 1.3.0 SCOPE OF WORK)**

Cost per square foot: \_\_\_\_\_

**-Cost to provide and install additional fill/placement of berm**

Cost per cubic yard: \_\_\_\_\_

**-Cost to provide and install Erosion Control Mat**

Cost per square yard: \_\_\_\_\_

**ABILITY TO MEET THE CITY'S NEEDS:**

-Total number of calendar days required after referral of a single parcel (4,700 square foot) to complete **Basic Site Restoration** per requirements in SECTION 1.3.0 SCOPE OF WORK (assuming best weather conditions).

\_\_\_\_\_ days

-Total number of calendar days required after referral of a group of 10 scattered parcels (4,700 square foot each) to complete **Basic Site Restoration** per requirements in SECTION 1.3.0 SCOPE OF WORK (assuming best weather conditions).

\_\_\_\_\_ days

# LANDSCAPING PROPOSAL

## 2026

-Total number of calendar days required after referral of a single parcel (4,700 square foot) to complete Short-noticed Priority Site Restoration per requirements in SECTION 1.3.0 SCOPE OF WORK (assuming best weather conditions).

\_\_\_\_\_ days

-Total number of hours required after referral of a single parcel (4,700 square foot) to complete Short-noticed Emergency Stabilization of sloping site. Assume 160 linear feet of erosion control fencing and 260 square yards of erosion mat.

\_\_\_\_\_ hours

-Availability to work before and beyond typical April through October season if weather permits.

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# LANDSCAPING PROPOSAL

2026

-Ability to address removal of minor improvements (retaining walls, small concrete slabs, fencing, posts, etc.), trees, shrubs from parcels as occasionally needed.

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-Please explain how you will achieve or exceed the requirements of Small business Enterprise (SBE) participation. Specify how subcontractors will be utilized throughout the term of the contracts.

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## **EXPERIENCE OF FIRM**

-Total number of parcels seeded (or work equivalent/comparable to SECTION



**LANDSCAPING PROPOSAL**

**2026**

CONTRACTOR: \_\_\_\_\_

CONTRACTOR'S ADDRESS: \_\_\_\_\_

CONTRACTOR'S PHONE NUMBER: \_\_\_\_\_

SIGNATURE OF PROPOSER: \_\_\_\_\_

PRINTED NAME OF PROPOSER: \_\_\_\_\_