

Attachment N - DBE Information

**An Agreement on Disadvantaged Business Enterprises, Prevailing Wage,
Residential Hiring and Apprenticeship/Job Training Requirements
for the
Park East Block ____ Project**

This Agreement, entered into by and between Milwaukee County (the “County”) and _____, a _____ (the “Developer”).

The Developer and the County have entered into an Agreement for the sale, purchase and development of the property at _____ (the “Project”).

The Developer acknowledges that the County has established policies regarding the utilization of Disadvantaged Business Enterprises (DBEs), the payment of Prevailing Wages, Residential Hiring goals and Workforce Apprenticeship/Job Training measures, consistent with the Park East Redevelopment Compact (the “PERC”), CB Resolution 04-492.

The Developer acknowledges that the sale of property by the County was conditioned upon the Developer and its agents agreeing to use good faith efforts to attain DBE participation goals for construction and professional service contracts, meet a residential hiring goal, meet a minimum apprenticeship and job training program utilization percentage and pay prevailing wages on the Project. Failure to attain its goals, or to demonstrate a good faith effort thereof, shall result in a breach of this Agreement, and shall be subject to the penalties set forth herein, as contemplated by the Development Agreement dated _____.

Now, therefore, in consideration of the mutual promises set forth herein, it is agreed:

- I. Definitions.** The terms defined in the preamble shall have their assigned meanings, and the following terms shall be defined as set forth below:
- a. **Apprenticeship/Job Training Program.** Refers to the hiring of persons in apprenticeship programs and the use of local job training programs to bring new or underutilized workers into the labor force.
 - b. **Community Business Development Partners (CBDP).** CBDP is the County department responsible for designing, implementing, monitoring and enforcing Milwaukee County’s DBE Program, and providing assistance to developers in meeting their DBE participation goals.
 - c. **Construction Expenditures.** Refers to any costs directly related to the construction of the Project and any other functionally related or auxiliary facilities or structures, except Professional Services.
 - d. **Disadvantaged Business Enterprise (DBE).** Entities certified through the Wisconsin Uniform Certification Program (WIUCP) as being disadvantaged and in

need of an equal opportunity to receive and participate in Milwaukee County contracting opportunities.

- e. **Good Faith Efforts.** A term that applies to Developer's efforts to solicit and utilize DBE firms to meet the goals under Section II, guided by Chapter 42 of the Milwaukee County Ordinances. The term also applies to the efforts made by the Developer to meet its Residential Hiring and Apprenticeship/Job Training goals, guided by the terms of the PERC Compliance Plan.
- f. **PERC Compliance Plan.** The document laying out the types of actions required for Developer to demonstrate good faith efforts, providing the reporting forms and setting a schedule for report submittal to satisfy its obligations under this Agreement. A sample is attached as *Exhibit A*.
- g. **Performance Deposit.** A bond or letter of credit in the amount of fifty thousand dollars (\$50,000.00) to serve as security for the satisfactory performance the terms of the development agreement, of which this Agreement is one, and as a guaranty for the completion of the Project as approved by Milwaukee County and, if applicable, the municipality in which the Project is located.
- h. **Prevailing Wage.** The minimum wage rates required to be paid for construction employees as determined by the State of Wisconsin Department of Workforce Development.
- i. **Professional Services Expenditures.** Specifically includes, but is not limited to, the costs related to: construction program/project management, program/project coordination, legal, architectural and engineering services, accounting, public relations, media, travel, promotions, insurance and related services.
- j. **Resident.** A person who maintains his or her place of permanent abode within Milwaukee County. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in Milwaukee County. Mere ownership of property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitation, the location where a person votes, pays personal income taxes, or obtains a driver's license.

II. Participation Requirements. The following percentages of total costs or hours, as applicable, shall be met by the Developer:

- a. **DBE Goals.** The Developer shall ensure that DBEs account for twenty-five (25) percent of Construction Expenditures and seventeen (17) percent of Professional Services Expenditures.
- b. **Residential Hiring Goals.** The Developer shall ensure that _____ percent of total Project hours should be performed by Milwaukee County Residents.
- c. **Apprenticeship/Job Training Goals.** The Developer shall ensure that _____ percent of total Project hours are performed by participants in apprenticeship programs or affiliated with workforce training centers such as WRTP/Big Step, Milwaukee Job Corps, or other similar organizations.

- d. **Prevailing Wage Requirement.** The Developer shall meet Prevailing Wage requirements for employees performing work on the Project.

III. DBE Participation.

- a. DBE participation will be jointly monitored by CBDP and DAS-Economic Development.
- b. DAS-Economic Development will work directly with the Developer to draft terms relating to DBE participation for the PERC Compliance Plan, similar to the ones included in *Exhibit A*. The PERC Compliance plan must include minimum good faith efforts to be undertaken by the Developer to reach its goal. CBDP shall have final approval authority over the Plan.
- c. CBDP shall serve as a resource to the Developer with respect to understanding the DBE market participants and their capabilities, coordinating the breakdown of available contract work to maximize DBE participation, and assisting with the formation of relationships with DBEs.
- d. Developer shall ensure verification reports are submitted to CBDP (with copies to DAS-Economic Development) in a timely manner as specified in the PERC Compliance Plan, including DBE-01 (Certificate of Good Faith Efforts); DBE-02 (Subcontractors Information Sheet); DBE-14 (Commitment to Contract with DBE); DBE-16 (DBE Utilization Report); and DBE-18 (DBE Payment Certification). Other forms may be used with the approval of CBDP.

IV. Residential Hiring Goals.

- a. Achievement of the Residential Hiring goal will be monitored solely by DAS-Economic Development.
- b. DAS-Economic Development will work directly with the Developer to draft terms related to residential hiring for the PERC Compliance Plan, similar to those included in *Exhibit A*. The PERC Compliance Plan must include specific minimum actions to be undertaken by the Developer to reach its goal.
- c. Evidence of compliance with the Residential Hiring goal shall be tracked via payroll reporting and employee affidavits (with proof of residency) submitted to DAS-Economic Development. A copy of the requisite payroll report and employee affidavit can be found in *Exhibit B*. Other forms may be used with the approval of DAS-Economic Development. While the payroll forms are weekly, completed forms need only be submitted on a monthly basis.

V. Apprenticeship/Job Training Goals.

- a. Achievement of the Apprenticeship/Job Training goal will be monitored solely by DAS-Economic Development.
- b. DAS-Economic Development will work directly with the Developer to draft terms relating to the utilization of apprentices and job training programs to locate workers for the PERC Compliance Plan, similar to those included in *Exhibit A*. The PERC

Compliance Plan must include specific minimum actions or partnerships to be undertaken by the Developer to reach its goal.

- c. Evidence of compliance with the Apprenticeship/Job Training goals shall be tracked via payroll reporting. A copy of the requisite payroll report is attached in *Exhibit B*. Other forms may be used with the approval of DAS-Economic Development. While the payroll forms are weekly, completed forms need only be submitted on a monthly basis.

VI. Prevailing Wage.

- a. The Developer must pay all construction employees performing work on the Project the Prevailing Wage.
- b. Evidence of Prevailing Wage payments shall be tracked via the contractor's weekly certified payroll reports. The payroll reports shall be submitted to DAS-Economic Development on a monthly basis, and shall be completed in full; a sample is attached hereto as *Exhibit B*. (NOTE: Additional information is requested on the certified payroll report so one single document can be used for prevailing wage, residential hiring, and apprenticeship/job training reporting)

VII. Documenting and Tracking (Good Faith Efforts/Requirements).

- a. To document its good faith efforts to achieve its DBE goals, the Developer shall submit to the County Form DBE-01 (included in *Exhibit A*) and the additional documentation specified in the PERC Compliance Plan, if any.
- b. The Developer is also responsible for documenting its good faith efforts to achieve its residential hiring and apprenticeship/job training by submitting to the County Form ECD-01 (included in *Exhibit A*) and the additional documentation specified in the PERC Compliance Plan, if any.
- c. Timely submission of the completed reports required by this Section VII does not guarantee that Developer has acted in good faith. The reports are subject audit and verification by the County.

VIII. Reporting and Auditing.

- a. All reports required under this Agreement shall be forwarded to the following:

Milwaukee County City Campus
Attn: Economic Development Division
2711 W. Wells Street, 3rd Floor
Milwaukee, WI 53208

With a copy of all DBE-related reporting to:
Milwaukee County City Campus
Attn: Community Business Development Partners
2711 W. Wells Street, 8th Floor
Milwaukee, WI 53208

- b. Developer shall permit the authorized representatives of the County, after reasonable notice, to inspect and audit all data and records of the Developer, its contractors and agents, related to carrying out this Agreement for a period of up to three (3) years after completion of the Contract.
- c. Developer may be required to submit reports using an internet-based system, such as B2Gnow and LCPTracker.

IX. Compliance.

- a. If the Developer meets or exceeds the goals set forth in Section II, it has fulfilled the terms of this Agreement.
- b. If the Developer completes the activities set forth in Section VII above and demonstrates good cause, as determined by the County review of developer supplied documentation, for not meeting the participation goals set forth in Section II, it shall be deemed that the Developer has acted in good faith to achieve the requirements and has fulfilled the terms of this Agreement.
- c. Failure to meet or exceed the goals set forth in Section II, in the absence of good faith efforts, as determined by the County review of developer supplied documentation, shall constitute a breach of this Agreement and could result in a forfeiture of all or a portion of Developer's Performance Deposit and disqualification from future contracting opportunities with the County.
- d. Failure to pay Prevailing Wages could result in the Developer forfeiting all or a portion of its Performance Deposit to the County as liquidated damages, restitution to worker's not paid the appropriate wage, and being disqualification from future contracting opportunities with the County.

In Witness Whereof, the parties have executed this Agreement as of this day of _____, 20____.

Milwaukee County

By: Teig Whaley-Smith
Economic Development Director

Developer:

By:
Title:

EXHIBIT A
Sample PERC Compliance Plan

PERC COMPLIANCE PLAN

Developer: _____

Project: _____

OVERVIEW

DEVELOPER proposes to utilize this PERC Compliance Plan with Milwaukee County to fulfill its obligations under the Development Agreement dated _____ to provide perceptible community benefits for the taxpayers of Milwaukee County. It is the intent of DEVELOPER to successfully establish relationships with certified DBE construction contractors and professional service providers to participate on contracts awarded for the completion of this Project. It is the intent of DEVELOPER to provide employment opportunities for Milwaukee County residents and persons in need of additional training, and to adhere to labor standards related to the payment of prevailing wages. Thus, in an effort to provide such benefits, and to remain in compliance with the Park East Redevelopment Compact (PERC), DEVELOPER has set the following goals with respect to employing disadvantaged business enterprises, members of the local workforce (residents) and persons involved in apprenticeship and other job training programs:

DBE PARTICIPATION GOALS:

Hard Construction Project Costs: 25%

Professional Services Project Costs: 17%

RESIDENTIAL HIRING GOALS:

Project Hours by Milwaukee County Residents: _____%

APPRENTICESHIP/JOB TRAINING GOALS:

Project Hours by participants in Apprenticeship/Job Training Program: _____%

*NOTE: Payment of prevailing wage is not a goal, it is a requirement.

SECTION ONE: DBE PARTICIPATION

General Information

The County's Community Business Development Partners (CBDP) department administers the provision of the PERC that ensures compliance with Chapter 42 of the Milwaukee County Ordinances, which requires good faith efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE) firms. CBDP knows the DBE market, handles the certification of firms, can assist in the portioning out of contracts to increase DBE participation and be instrumental in the facilitation of contractor/DBE relationships.

CBDP reserves the right to adjust more or less participation to DBE categories, as it deems necessary to meet the PERC program requirements, based upon knowledge of the available DBE firms to perform on specific project work.

Commitment

As a condition of receiving a contract on the Project, each prime contractor shall agree not to discriminate against any person or business on the basis of sex, race, color, national origin, sexual orientation, religious belief, age or disability. Prime contractors further agree to take affirmative action to ensure that DBE firms have the maximum opportunity to compete for and substantively perform on the Project. Accordingly, each prime contractor shall commit to achieve the participation requirements established above.

All construction bidders further commit that they will not require DBE firms to engage in exclusive relationships with them (other than joint venture relationships approved by Milwaukee County) as a condition to their participation in the construction services being bid. Bidders who engage in such restraint of trade or attempts to monopolize utilization of DBE firms may have their bids rejected.

Certification

In reviewing the initial participation plan, firms must be certified prior to award. No DBE credit can be given for expenditures with a non-certified firm.

A DBE firm must be certified by one of the members of the Unified Certification Program Partners ("UCP"): the Wisconsin Department of Transportation, City of Madison, Dane County and Milwaukee County. The UCP applies only to DBE certification granted under federal USDOT regulation (49 CFR Part 26). Firms that do not have current certification can find instructions and the necessary application forms at the following site:
<http://www.county.milwaukee.gov/CertificationService12282.htm>

All DBE firms participating in the development must maintain DBE certification during the entire term of their contract. CBDP will work with firms to assist in obtaining or updating DBE certification. If documented efforts to have uncertified firms receive certification through the UCP are unsuccessful, DEVELOPER may still receive participation credit, at the discretion of CBDP, if the firm is certified under one of the following reputable programs: City of Milwaukee SBE, MMSD SWMBE, or State of Wisconsin Supplier Diversity Program (State of Wisconsin DOA). The CBDP office should be contacted directly at 414-278-4747 with specific questions and concerns.

Participation Calculation

The DBE participation credited towards the contract goals for both DBE and non-DBE prime contractors is calculated on the following criteria:

1. One hundred percent (100%) participation credit will be allowed for all work self-performed where the **prime contractor is a DBE firm**. DBE firms at the first tier are encouraged to subcontract with other DBE firms.
2. One hundred percent (100%) participation credit will be granted for all contracts and purchase orders awarded to DBE firms if the identified scope of work has a **commercially useful function** in the actual work of the contract and is performed

directly by the DBE firm with its own workforce. CDBP shall determine and evaluate whether or not the firm is performing a commercially useful function on the project.

- a. To determine whether a firm is performing a commercially useful function, CDBP may evaluate the amount of work subcontracted, reasonable and customary industry practices, and other relevant factors. The participation credit allowed shall be based upon an analysis by CDBP of the specific duties that will be performed by the DBE firm(s). Each DBE firm shall be expected to actually manage and supervise the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment and shall perform that portion of the actual work which is reasonable and customary within their industry.
 - b. CDBP reserves the right to deny or limit participation credit to the contractor where any DBE firm is found to be engaged in subcontracting without prior approval of CDBP. DBE firms must be independent businesses.
3. One hundred percent (100%) participation credit granted for contracts held with **lower tier DBE subcontractors** performing work with its own workforce.
 4. One hundred percent (100%) participation credit will be granted for contracts held with **lower tier DBE subcontractors who subcontract with other DBE firms**. If DBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will be counted towards DBE goal only if the work is performed by another DBE firm.
 5. One hundred percent (100%) participation credit will be granted for the **cost of all materials and supplies purchased and installed by the DBE** for the work of the project. Credit shall also be given for the cost of leasing equipment provided the DBE subcontractor does not lease the equipment from the prime contractor, construction manager or affiliates thereof.
 6. One hundred percent (100%) participation credit for all purchases for materials or supplies from **DBE manufacturers or fabricators**. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials or substantially alters the materials or supplies obtained by the contractor.
 - a. CERTIFICATION ALONE IS NOT ACCEPTABLE. Contractors should submit a copy of the official and legal wholesale distributor agreement(s) between the supplier and the manufacturer for all brands to be supplied by the wholesaler. If legal agreements are not provided, products supplied by the wholesaler may not be counted for participation credit, or at best, credit towards participation will be limited to the amount of profit actually realized by the supplier.
 7. Sixty percent (60%) participation credit will be granted on expenditures for materials or supplies purchased from a DBE "Regular Dealer." A **Regular Dealer** is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A Regular Dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns and operates distribution equipment.

- a. Brokers, packagers and manufacturers' representatives or other persons who arrange or expedite transactions are **not** regarded as Regular Dealers. DBE firms may be utilized to assist in the procurement of materials and supplies, but credit will be allowed only from the amount of fees or commissions realized by the DBE firm and not the full price of the merchandise provided under any circumstance.
8. One hundred percent (100%) participation credit will be granted for the **fees or transportation charges** for the delivery of materials or supplies by a DBE to a job site, provided the Developer determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the material and supplies transported under this provision will not be considered towards DBE participation unless the materials or supplies are from DBE manufacturers as covered elsewhere in this document.
9. One hundred percent (100%) participation credit will be granted for **transportation expenditures with DBE trucking firms** provided the DBE firm is responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE firm is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. (Concrete ready-mix operators may not get credit for leased concrete delivery trucks from non-DBE firms).
10. DBE participation credit will be affected proportionately by **approved change orders**. On change orders, Contractor shall be expected to achieve the level of participation for the change order segment of work in the contract documents, i.e., if a scope of work is contracted at 25% DBE, then change orders for that scope of work should also have at least the 25% DBE participation. This applies equally to construction costs and professional services costs.
11. Prorated participation credit will be granted for contracts where the Contractor is a legal joint venture. Credit for participation of DBE firms as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the DBE firms as specified by the joint venture's executed joint venture agreement, as approved by CBDP prior to the bid due date. CBDP reserves the right to deny or limit BE participation credit to the contractor where any DBE joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that are not commensurate with or in proportion to its joint venture ownership percentage.

CBDP may request, and a proposer or prime contractor shall promptly furnish, additional information to assist in the making of participation credit determinations, including, without

limitation: (1) specific information concerning any supplier's broker fees, mark-up, and/or commissions; (2) intended suppliers or other sources of labor, equipment, materials and/or services; (3) specific financial or other risks to be assumed by the DBE firm; and (4) identification of employees and supervisory personnel assigned to perform the project.

Reporting Forms

Throughout the excavation and construction period, DEVELOPER will issue several bid packages. The individual monitoring DBE participation shall inform CDBP and DAS-Economic Development of the bid release date, date of pre-bid meeting(s) and provide copies of the bid documents/specifications. This will allow CDBP to promote the event/opportunity with certified firms, and to attend the meeting to answer questions, if any. Prior to award, DEVELOPER must submit to CDBP, with copies to DAS-Economic Development, form DBE-01, Certificate of Good Faith Efforts. Prior to beginning the work specified in said bid documents, DEVELOPER shall submit to CDBP, with copies to DAS-Economic Development, forms DBE-14 (Commitment to Contract with DBE Firms) and DBE-02 (Subcontractor/Subconsultant/Supplier Information). Listing a DBE on these forms shall constitute a written representation and commitment that the prime contractor has communicated and negotiated directly with the DBE firm(s) listed and intends to utilize them. The prime contractor will be required to enter into subcontract agreements or execute purchase orders with the DBE firm(s) for the work and price set forth on the commitment form. Copies of agreements and/or purchase orders with all DBE firms shall be submitted to CDBP and DAS-Economic Development at least seven (7) days prior to the DBE firm beginning work on the project.

DEVELOPER must also maintain DBE participation and performance logs, which will be reported to the CDBP and DAS-Economic Development on a monthly basis using form DBE-16 (DBE Utilization Report). If a DBE firm listed on DBE-14 cannot perform, or the DEVELOPER or prime contractor has a problem meeting the DBE goal, or any problem relative to the PERC requirements, DEVELOPER shall immediately contact CDBP at 414-278-4747, or via email at cbdpcpliance@milwcnty.com. No DBE subcontractor shall be replaced without written approval from CDBP. Requests for substitution must be made in writing and include the reason for the request.

Project subcontractors under a prime contractor (whether DBE or non-DBE) must be paid, upon satisfactory performance of its subcontract, no later than seven (7) calendar days from the receipt of each payment the prime contractor receives. CDBP requires DEVELOPER to submit form DBE-18 (DBE Payment Certification) to aid in the tracking and verification of these payments. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to CDBP. If CDBP determines there is no good cause for delaying or withholding payment, the prime contractor must pay the subcontractor within five (5) calendar days of such written decision from CDBP. All prime contractors are required to ensure that all subcontractors will include this prompt payment provision in all subcontracts at all level or tiers of subcontracting.

The County reserves the right to require DEVELOPER to utilize B2Gnow, or other internet-based system for reporting purposes.

Good Faith Efforts

DEVELOPER has pledged to also undertake the following activities, all of which shall be recorded on form DBE-01. Unless otherwise approved by CBDP in writing, DEVELOPER shall complete the following:

- Designate an individual on the project that will dedicate a significant portion of their time to ensuring the DBE goal is met;
- Utilize the UCP directory to locate DBE firms;
- Utilize other local directories to find firms certified by other reputable agencies; encourage them to seek certification from the County and bid on the work;
- Publish notices to bid with various organizations, groups and industries that support the efforts of the DBE community so that Developer may reach DBE firms that it may not be familiar with or that may not be familiar with Developer and its project;
- Publish notices to bid with the Daily Reporter and other daily publications that may be subscribed to by the organizations;
- Follow up on notices with personal phone calls encouraging DBE firms to participate;
- Offer DBE firms assistance in submitting the proper bid documents;
- Have both print and electronic plan rooms to easily distribute plans to DBE groups on a large scale;
- Reduce various scopes of work to a scale that makes bidding the work feasible for DBE firms that are not equipped to take on larger scale project;
- Require DBE participation from larger subcontractors.

Compliance Review and Sanctions

DEVELOPER shall be subject to periodic compliance review by CBDP and DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S performance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek remediation via withholding a portion of the performance deposit.

SECTION TWO: PREVAILING WAGES

General Information

DAS-Economic Development administers the prevailing wage provision of the PERC. All development agreements subject to the PERC require adherence to payment of prevailing wages for construction employees. The prevailing wage rates are set annually by the Wisconsin Department of Workforce Development.

Reporting Forms

DEVELOPER is required to provide copies of the certified weekly payroll reports of its contractors and subcontractors to the County on a monthly basis. The certified payroll form will likewise be used for local workforce (residential) hiring and apprenticeship/job training reporting. DEVELOPER may be required to use LCPTracker, or other internet-based system to submit the payroll reports.

Failure to Comply

If DEVELOPER fails to pay prevailing wages to construction employees, the County may retain all or a portion of DEVELOPER'S performance deposit, require the DEVELOPER to pay restitution to the affected employees, and prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek remediation via withholding a portion of the performance deposit.

SECTION THREE: RESIDENTIAL HIRING

General Information

DAS-Economic Development administers the local workforce (residential) hiring provision of the PERC. All development agreements subject to the PERC require good faith efforts on behalf of DEVELOPERS to hire Milwaukee County residents at levels consistent with their stated goal.

Reporting Forms

DEVELOPER will be required to submit to DAS-Economic Development a Certificate of Good Faith Efforts – Workforce Hiring (ECD-01) prior to beginning work to document how DEVELOPER went about achieving its stated residential hiring goal. This Certificate will also document DEVELOPER'S efforts to achieve its job training goal.

Further, DEVELOPER is required to provide the certified weekly payroll reports of its contractors and subcontractors to the County on a monthly basis. The certified payroll form will likewise be used for tracking prevailing wage payments and apprenticeship/job training reporting. In addition to these payroll reports, DEVELOPER shall be required to submit affidavits from its employees affirming their resident status, with included proof of residency. DEVELOPER may be required to use LCPTracker, or other internet-based system to submit the payroll reports.

Good Faith Efforts

DEVELOPER has pledged to undertake the following activities, all of which shall be recorded on form ECD-01. Unless otherwise approved by DAS-Economic Development in writing, DEVELOPER shall complete the following:

- Advertise in notices that Developer is looking for County resident participation
- Sit down with unions to discuss what tools they can utilize to help find local workers
- Connect with local organizations such as Esperanza Unida, Milwaukee Urban League and Big Step to assist in locating resident workers

Failure to Comply

DEVELOPER shall be subject to periodic compliance review by DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S performance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek immediate remediation via withholding a portion of the performance deposit.

SECTION FOUR: APPRENTICESHIP/JOB TRAINING HIRING

General Information

DAS-Economic Development administers the enhanced apprenticeship/job training provision of the PERC. All development agreements subject to the PERC require good faith efforts on behalf of DEVELOPERS to employ apprentices and other persons involved in job training programs at levels consistent with their stated goal.

Reporting Forms

DEVELOPER will be required to submit to DAS-Economic Development a Certificate of Good Faith Efforts – Workforce Hiring (ECD-01) prior to beginning work to document how DEVELOPER went about achieving its stated apprenticeship/job training goal. This Certificate will also document DEVELOPER'S efforts to achieve its residential hiring goal. Further, DEVELOPER is required to provide the certified weekly payroll reports of its contractors and subcontractors to the County on a monthly basis. The certified payroll form will likewise be used for tracking prevailing wage payments and residential hiring. Whether additional reporting will be needed to verify the status of those workers coming from job training programs will be determined with the assistance of the job training program. DEVELOPER may be required to use LCPTTracker, or other internet-based system to submit the payroll reports.

Good Faith Efforts

DEVELOPER has pledged to undertake the following activities, all of which shall be recorded on form ECD-01. Unless otherwise approved by DAS-Economic Development in writing, DEVELOPER shall complete the following:

- Work with Job-Training programs such as Big Step and Job Corps
- Require each union contractor/subcontractor to put at least one (1) apprentice on a crew. Whether more are permitted depends on the size of the crew and union rules.

Failure to Comply

DEVELOPER shall be subject to periodic compliance review by DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S performance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities. In the event DEVELOPER consistently submits late or

incomplete reports, it shall be in the discretion of the County whether to seek immediate remediation via withholding a portion of the performance deposit.

SECTION FIVE: REPORTING SCHEDULE

All reports referenced in this PERC Compliance Plan are attached hereto. Their submittal should be consistent with the following schedule. Should DEVELOPER desire to utilize different reports, written consent from DAS-Economic Development and CDBP is required.

The following reports are due PRIOR to the award of any contracts:

- DBE-01: Certificate of Good Faith Efforts - DBE
- ECD-01: Certificate of Good Faith Efforts – Workforce Hiring

The following reports are due 7 DAYS PRIOR TO BEGINNING WORK on the contract:

- DBE-14: Commitment to Utilize DBE
- DBE-02: Bidder Information
- Copies of agreements and/or purchase orders with all DBE firms listed in DBE-14

The following reports are due on a MONTHLY BASIS and shall be submitted within 7 days of the end of a month:

- DBE-16: DBE Utilization Report
- Copies of Certified payroll reports

The following reports are due on a VARIABLE BASIS, as laid out below:

- Employee affidavits and proof of residency due when the employee commences work on the project
- DBE-18: DBE Payment Certification - due within 7 days of a payment being made to a prime contractor

All reports shall be submitted to:

Community Business Development Partners
Milwaukee County City Campus
2711 W. Wells Street, 8th Floor
Milwaukee, WI 53208

With a copy to:

DAS-Economic Development
Milwaukee County City Campus
2711 W. Wells Street, 3rd Floor
Milwaukee, WI 53208.



MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS – WORKFORCE HIRING GOALS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing Milwaukee County residents to meet this project's participation goal. This certificate will assist Milwaukee County in determining whether the bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned participation goals to the satisfaction of Milwaukee County could result in the forfeiture, in whole or in part, of the Performance Deposit and disqualification from future Milwaukee County projects.

I, _____, do hereby
acknowledge that I am the _____ of _____,
who has been identified as a bidder/proposer on the following development:

Project Title	Total Contract Amount	Residential Hiring Percentage	
		Goal	Pledged
		Apprenticeship/Job Training Percentage	
		Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the participation goal on this project. Attach additional pages if necessary.

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize certified firms to meet the participation goals of this contract, as demonstrated by my completion of the following tasks:

- A. Developed a PERC Compliance Plan to ensure the residential hiring goal and the apprenticeship/job training goal were met, or at a minimum that good faith efforts were taken to achieve such goals.

FOR THE RESIDENTIAL HIRING GOAL:

- B. Advertised that Developer is involved in a project that encourages Milwaukee County Residents involvement and have companies that feel they could help Developer achieve that requirement bid on their area of expertise. Copies of the announcements are attached.

Published Announcement/Publication (please describe)	Date

Attach additional sheets if necessary.

- C. Sought assistance and cooperated with local workforce programs and organizations to locate potential workers. Included below is a recruitment log detailing these efforts.

Association/Organization	Date of Notification	Contact Person	Date(s) of Follow-up Call

Attach additional sheets if necessary. NOTE: In the event that an organization is unresponsive after an inquiry, a second attempt shall be made. If the organization remains unresponsive, whether to continue attempts shall be at the discretion of the Developer.

- D. Sat down with various unions to discuss the project with them and to see how they might be able to help identify Milwaukee County workers that could work on the project with Developer.

Union	Contact Name/Phone Number	Date of Meeting

Attach additional sheets if necessary.

E. Any other efforts undertaken. Please describe. Attach additional sheets if necessary:

FOR THE APPRENTICESHIP/JOB TRAINING GOAL:

F. Worked with local training organizations that provide valuable on-the-job training opportunities to individuals that might not otherwise be in a position to obtain this experience.

Association/Organization	Contact Person	Date of Contact

G. Requested that union contractors and subcontractors have at least one (1) union apprentice on their crew (whether more are permitted depends on the size of the crew and union rules).

H. Monitor payroll reports from contractors and subcontractors for compliance. (Payroll reports from union contractors must indicate which member of the crew is an apprentice)

I. Work with participating job training programs or apprenticeship programs to monitor participation.

J. Any other efforts undertaken. Please describe. Attach additional sheets if necessary:

AFFIDAVIT OF CERTIFICATION

The undersigned, having been first duly sworn, affirms that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Subscribed and sworn to before me:

This _____ day of _____, 20____.

Notary Public

My commission expires _____, 20____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, the expectation is that a bidder/proposer will achieve it. The bidder/proposer can achieve the goal in one of two ways. First, the bidder/proposer can meet or exceed the goal by documenting, through certified payroll reports and employee affidavits, those workers who are Milwaukee County residents and those workers which are part of an apprenticeship or other job training program. Secondly, the goal can be met if the County determines, based on the bidder/proposer's documented efforts, that it acted in good faith to achieve it, regardless of the outcome. While what constitutes good faith efforts are outlined in this PERC Compliance plan and the Certification of Good Faith Efforts forms, these documents are neither exclusive nor inclusive. Simply undertaking the "minimum" good faith efforts as required by the forms will not necessarily be sufficient. Moreover, it is not about the quantity, but the quality of efforts undertaken.

The County is looking for a concerted effort on the part of the Developer and its General Contractors. Dates of contact are very important, as they help to demonstrate the Developer made efforts throughout the Project, rather than simply at the beginning or at the end. Efforts of the Developer will not be deemed good faith if the records clearly indicate an intent to evade the requirement. Frequent change orders throughout the project (which affect participation) could be a red flag that the Developer's front-end efforts were not sincere. The more documentation of efforts, conversations and the results of those contacts will only help the Developer establish that a good faith effort was made.

Strong documentation of efforts, including any additional efforts undertaken by the Developer and its General Contractor not required or requested in this report should nonetheless be included. In the event the residential hiring and/or apprenticeship/job training goals are not met, this documentation provides the clearest signal to the County that the Developer was making bona fide efforts. Milwaukee County reserves to verify any of the information contained in the reporting.

Reasonableness is the key when determining whether good faith efforts were made. The County is not expecting a Developer to contact every local agency which may/may not have connections to local residents in need of work. However, if only one agency is contacted and the goal remains far out of reach, it would be unreasonable for a Developer not to reach out to any others. While reasonableness is often viewed as a subjective standard, a developer using its good business judgment should have no issues determining when it has acted in good faith. Again, it is not the quantity, but the quality of the efforts that is being evaluated.

If under any circumstances the Developer is concerned its efforts are not sufficient, it may contact DAS – Economic Development for advice and guidance.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing certified firms to meet this project's participation goal. This certificate will assist Milwaukee County in determining whether the bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned participation goal to the satisfaction of Milwaukee County could result in the rejection of the bid/proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as a bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the participation goal on this project. (Attach additional pages if necessary)

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

Bidder/Proposer is encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the contract, in terms of the nature of work, was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?

B. Notifying Certified Firms of Contracting Opportunities

2. In the table below, indicate which certified firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Include copies of written solicitations to certified firms. (Attach additional pages if necessary)

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date

4. Identify minority and/or women’s associations or organizations that received written notifications, including dates of notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. Include copies of letters sent.

Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of Milwaukee County’s Community Business Development Partners Department (CBDP) used to assist in the recruitment of certified firms?

Yes _____ No _____

Contact was made by: Telephone _____ Correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing Certified Firms With Assistance

6. Explain any efforts undertaken to provide certified firms with adequate information about project scope of work and requirements of the contract.

7. Describe any efforts undertaken to assist certified firms in obtaining lines of credit or insurance required by Milwaukee County and/or the contractor/consultant.

8. Describe any other efforts initiated to provide special assistance to certified firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested Certified Firms

Bidder/Proposer must solicit quotes in good faith with interested certified firms. Quotes, proposals and/or bids, from interested certified firms shall not be rejected without sound justification.

9. Indicate, in the table below, which certified firms submitted quotes on the contract. Also, if any quotes of certified firms were rejected, provide a brief explanation as to why. Include copies of all quotes received for this project. (Attach additional pages if necessary)

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted and Explanation for Rejecting Quotes

10. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the bidder/proposer to submit information on other actions taken to secure participation of certified firms in an effort to meet the contract goal.

AFFIDAVIT OF CERTIFICATION

The undersigned, having been first duly sworn, affirms that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, a bidder/proposer shall, in order to be responsive, make good faith efforts to meet this published goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet or exceed the goal by documenting commitments for participation by certified firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts toward that end. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve the participation goal, which, by their scope, intensity and appropriateness to the objective; could reasonably be expected to obtain sufficient participation, even if they were not fully successful.

Any situation in which Milwaukee County has assigned a participation goal on a contract requires the use of the good faith effort mechanism delineated herein. CBDP will make a fair and reasonable judgment as to whether a bidder/proposer that did not meet the goal made adequate good faith efforts according to these guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Mere pro forma efforts are not good faith efforts to meet the contract requirements. CBDP determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

The following is a list of types of actions, which Milwaukee County will consider as part of the bidder/proposer's good faith efforts to obtain participation of certified firms. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Soliciting, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), the interest of all certified firms who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the certified firms to respond to the solicitation. The bidder/proposer must determine with certainty that the certified firms are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.
3. Providing interested certified firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested certified firms.
 - a. It is the bidder/proposer's responsibility to make a portion of the work available to certified firms and to select those portions of the work consistent with the available certified firms, so as to facilitate participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for certified firms to perform the work.
 - b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, **the fact that there may be some additional costs involved in finding and using certified firms is not in itself sufficient reason for a bidder/proposer's failure to meet the participation goal, as long as reasonable.** Also, the ability or desire of a bidder/proposer

to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Bidders/Proposers are not, however, required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.

5. Not rejecting certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder/proposer's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder/proposer's efforts to meet the project goal.
6. Making efforts to assist interested certified firms in obtaining lines of credit or insurance as required by Milwaukee County or the bidder/proposer.
7. Making efforts to assist interested certified firms in obtaining necessary resources or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of certified firms.

In determining whether a bidder/proposer has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder/proposer could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average participation obtained by other bidder/proposers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** Prime contractor/consultant shall maintain the approved DBE participation level during the term of the contract with Milwaukee County to include additional work on the contract, e.g., use of allowance, change orders, addendums, extra work, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed, or execution of the Purchase Order. By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP. Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet (AIA form G703) the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. Payments will be withheld from all prime contractors/consultants not in compliance.

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact
CBDP Compliance Team / cbdpcompliance@milwcnty.com / 414.278.4747



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT

SUBMIT WITH EACH PAYMENT REQUEST/INVOICE

PAYMENT/INVOICE # _____

NAME OF FIRM _____ TELEPHONE NO. (____) _____

ADDRESS _____ CITY _____ STATE ____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT \$ _____ CONTRACT % COMPLETE _____

TOTAL DBE CONTRACT \$ AMT _____ TOTAL DBE PAYMENT \$ _____ DBE % COMPLETE _____

COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. (____) _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 20 _____ FINAL REPORT: () Yes () No

List all DBE firms utilized in connection with this Project, even if not used during this reporting/billing period.

NAME OF DBE FIRM	DBE CONTRACT \$ AMOUNT	DBE WORK/SERVICE(S) PERFORMED	AMOUNT DUE TO DBE FOR THIS PERIOD	TOTAL PAYMENTS TO DATE	REMAINING BALANCE

Prepared by: _____ **Approved by:** _____
(Name & Title) (Name & Title)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

(This report must be submitted with each payment application)

1. Prime contractor's registered company name.
2. Prime contractor's business telephone number.
3. Prime contractor's business address, City, State and Zip Code for prime contractor's place of business.
4. Name/title of County Project
5. Project number as stated in the Bid Announcements and Specifications.
6. Total dollar amount of contract awarded prime contractor by Milwaukee County, Payments to Prime year to date, and % contract being completed.
7. Total DBE subcontract dollar amounts (all DBEs), Total payment made to all DBEs, and % of total prime's contract.
8. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
9. Telephone number of the above County representative.
10. The period and year for which payments are being reported.
11. The line next to Final Report is to be checked only when the final payments have been made to all DBE subcontractors.
12. The name(s) of DBE firm(s) having received payment in the preceding month or period.
13. Total dollar amount of the work subcontracted to the listed firm(s).
14. The work or service performed by the listed DBE firm(s).
15. The dollar amount of payments made to each DBE subcontractor for the period being reported.
16. The total dollar amount paid to each DBE subcontractor to date (cumulative). As an example--if the report covers the first payment to a DBE subcontractor, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subcontractor to date.
17. Remaining balance of the subcontract to the listed DBE firm(s).
18. Prime contractor's staff that actually prepared the report.
19. Prime contractor's officer or personnel authorized to review and approve the DBE Utilization Report.

THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

CONTRACT CLOSE-OUT
DBE PAYMENT CERTIFICATION

Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

DBE Firm: _____

Project No.: _____ Project Name: _____

Complete Section A if full payment has been made.

Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County.

***SECTION (A) DBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$_____ total payment for work on the above referenced Milwaukee County project or contract.

Date _____, 20__

(DBE Contractor/Consultant Signature)

(Print Name & Title)

***SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND DBE FIRM COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE FIRM AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$_____ and will pay the balance of \$_____ to _____ upon receipt of payment from Milwaukee County for work on the above referenced project or contract.

Date: _____, 20__

(Prime Contractor/Consultant Signature)

(Print Name & Title)

(DBE Contractor/Consultant Signature)

(Print Name & Title)

EXHIBIT B
Certified Payroll Report and Statement of Compliance
Employee Affidavit

CERTIFIED PAYROLL REPORT

Name of Contractor/Subcontractor				Address							
Payroll Number			Week Ending			Project and Location			Project or Contract Number		

Name, Address and Last 4 digits of SSN	Sex (M/F)	Race	Worker Classification, Trade or Occupation (Note if apprentice or job training programee)	OT or ST	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	Deductions					Net Wages Paid		
					M	T	W	R	F	Sat	Sun				FICA	With-holding Tax	State Tax	Other	Total Deduct ions			
					Hours Worked Each Day																	
				ST							0											
				OT							0			0						0	0	
				ST							0											
				OT							0			0							0	0
				ST							0											
				OT							0			0							0	0
				ST							0											
				OT							0			0							0	0
				ST							0											
				OT							0			0							0	0
				ST							0											
				OT							0			0							0	0

Each and every employee employed by me during above payment period has been paid the prevailing wage rate in conformance with the Development Agreement. Information contained in this report is true and accurate to the best of my knowledge.

CERTIFIED PAYROLL REPORT

				ST							0								
				OT							0		0					0	0
				ST							0								
				OT							0		0					0	0
				ST							0								
				OT							0		0					0	0
				ST							0								
				OT							0		0					0	0
				ST							0								
				OT							0		0					0	0
				ST							0								
				OT							0		0					0	0
				ST							0								
				OT							0		0					0	0
				ST							0								
				OT							0		0					0	0
				ST							0								
				OT							0		0					0	0

Each and every employee employed by me during above payment period has been paid the prevailing wage rate in conformance with the Development Agreement. Information contained in this report is true and accurate to the best of my knowledge.

Statement of Compliance

PROJECT: _____

WEEK ENDING: _____

PR#: _____

Contractor Name
Address
City, State, Zip

Date: _____

I, _____, _____ do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the above project, that during the payroll period commencing on the ____ day of _____, 20__ and ending the ____ day of _____, 20__ all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c); and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained herein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth herein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

- (4) That:
- a. WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.
 - b. WHERE FRINGE BENEFITS ARE PAID IN CASH
- Each laborer or mechanic listed in the above reference payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.
 - c. EXCEPTIONS

EXCEPTIONS (CRAFT)	EXPLANATION

Remarks:

Name: _____ Title: _____

Signature _____

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

EMPLOYEE AFFIDAVIT

Residential Hiring

Contractor Name

Development Project Name

I certify that I maintain my permanent residence in the City of _____, County of

Milwaukee, and that I vote, pay personal income tax, obtain my driver's license, etc. at

_____, WI, _____.
Address City Zip Code

RESIDENCY STATUS:

To verify my resident status, attached please find the following:

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

Printed Name

Signature

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day
Of _____, 20__.
My commission expires _____.

Notary Public, Milwaukee County