

**REQUEST FOR PROPOSALS (RFP)  
TO  
PROVIDE ENGINEERING AND  
DESIGN SERVICES TO IMPLEMENT  
CLEAN AGENT FIRE SUPPRESSION  
SYSTEM & DATA CENTER EQUIPMENT  
AND CONSTRUCTION  
FOR**

**Milwaukee County Department Of Administrative Services  
Information Management Services Division  
CRIMINAL JUSTICE FACILITY  
940 NORTH NINTH STREET  
MILWAUKEE, WI 53233**

**PROJECT NO. 0221-11441**

DEPARTMENT OF ADMINISTRATIVE SERVICES

*Milwaukee County*



Date: April 18, 2013

To: All Interested Consultants.

Subject: Request for Proposals (RFP) To Provide Professional Engineering & Architectural Design Services:

Project : Clean Agent Fire Suppression System and Data Center Equipment & Construction .

Project No. :O221-11441

LOCATION: 940 North Ninth Street,  
Milwaukee, WI. 53233

**Introduction:**

This Request for Proposal (RFP) is authorized by the Director of Administrative Services for Milwaukee County. This RFP is a request for engineering and architectural consulting design services to provide sufficient capacity within information technology (IT) infrastructure to meet the current and projected IT initiatives and replace existing wet pipe fire suppression system with clean agent fire suppression system in server room and UPS room.

Your services will include Schematic Design through Construction Administration by way of this RFP. The construction budget for this project (exclusive of planning and engineering costs) is approximately \$895,000.

As part of design process the consultant will investigate innovative energy saving alternatives for existing HVAC system with a base design similar to existing system, and will on the behalf of Milwaukee County, apply for any applicable Focus on Energy incentives/ rebates.

**BACKGROUND**

The phase I of this project was initiated in December, 2011 for the continuing renovation of the Mechanical and Electric room (MER) data center within the Criminal Justice Facility (CJF) to provide Primary Power capacity (600A 480V), replace existing 10 ton CRAC unit with a new in-row cooling unit, creating UPS room (19' x 16') and a Server room (19' x 36'), replace two existing 15 KVA UPS with a new 80 KVA UPS and create a cold aisle containment in server room.

**Adopted Budget:**

An appropriation is budgeted for the replacement of existing Wet Pipe Fire Suppression System and Data Center Equipment and Construction for Information Technology (IT) infrastructure in MER room within the Criminal Justice Facility. Financing will be provided from general obligation bonds that were appropriated for this 2013 recommended Capital Improvement Project.

**WO221 – Data Center Equipment and Construction**

An appropriation of \$1,075,800 is budgeted to provide sufficient capacity information technology infrastructure for the County and replacing the fire suppression system in the mechanical and electrical room within the Criminal Justice Facility. Financing will be provided from general obligation bonds.

**W022102 – Clean Agent Fire Suppression System**

An appropriation of \$178,200 is budgeted for the continuing renovation of the Mechanical and Electric Room (MER) data center within the Criminal Justice Facility (CJF). The 2013 appropriation will be used to replace current wet (water) piped fire suppression with gaseous fire suppression system significantly reduces the risk to the critical systems and equipment currently contained within this data center. This type of fire suppression system is used in situations where water based fire sprinkler systems could damage critical equipment. In addition, the current ceiling will be replaced with a gasket ceiling system. This investment is aligned with the implementation of a replicated environment in the MER and the future plan of the MER becoming the primary data center for Milwaukee County.

**WO22103 – Data Center Equipment and Construction**

An appropriation of \$897,600 is budgeted to ensure that sufficient capacity is available within the information technology (IT) infrastructure to meet the projected demand for both current and near future IT initiatives.

Currently, Courthouse Room G2A is being utilized to house the County's data center. The County has exceeded the physical capacity at G2A. The Mechanical and Electrical Room (MER) at the Criminal Justice Facility will serve as a better location for the data center since it has sufficient floor space; available capacity for electrical, fire suppression, and HVAC; a raised floor for better air circulation and more space for cabling.

In February 2011, an appropriation transfer was approved to create the capital project WO221 Data Center Equipment and Construction to ensure that sufficient capacity was available within the IT infrastructure to meet the projected demand for both current and in-process IT initiatives. This project was the first phase of the project.

The 2013 appropriation will provide for Phase Two of the project. This phase will include the demolition of the current Computer Room Air Conditioner (CRAC) unit (circa 1992), installation and related components of three (3) in-line CRAC coolers, the installation of a 120 KVA UPS (120,000 volt amps uninterrupted power system, backbone

cabling and associated components. The CRAC units are needed to keep servers and other equipment at acceptable temperatures so that they function properly. The UPS serves as a temporary back up in the event of a loss of power before the generator takes over.

This phase of the project will allow for the gradual removal of equipment in G2A and placing the newly purchased equipment in the MER. A subsequent phase will include the development of a disaster recover (DR) site. A DR site is necessary to ensure the continuity of operations and availability of critical resources in the event of a disaster. It is anticipated a DR plan will be part of a future IMSD capital request.

Any surplus appropriations available upon completion of an approved project must be lapsed at year-end. Surplus appropriation shall be used to expand an approved project scope without the approval of the County Board of Supervisors and the County Executive.

#### Staffing Plan

DAS – A&E staff will be responsible for overall project management. Specialized consultants will be retained as needed.

#### **General Project Description**

The phase 2 of this project shall demo existing 10 ton CRAC unit and ductwork, demo existing ceiling in Server room and UPS room, replace existing wet pipe fire suppression system with clean agent FE25 fire suppression system in Server room and UPS room, add 4' x 4' uni-strut grid over server room at about 9' 6" height and replace existing lights with new energy efficient lighting, add incipient fire suppression tie into fire suppression panel, expand cold isle containment, replace existing 5 ton & 10 ton Fluid coolers on the overhang of the South side of the CFJ building with a larger unit, replace 2" & 1" fluid cooler piping to MER with larger new piping, replace existing dual pump package with new pumps, add two in-row cooling units in Server room and a ceiling mounted cooling unit in the UPS room. Provide redundant power along with isolated ground by replacing ATS #3 with 600A, add a new 80KVA UPS, add incipient fire detection, add access control, add CCTV and monitoring system. Install an airtight partition with door between UPS room and storage room.

The performance of this design will require examination of existing records, drawings and other written documents. It is an explicit requirement of this RFP that the consultant's staff perform this "document examination".

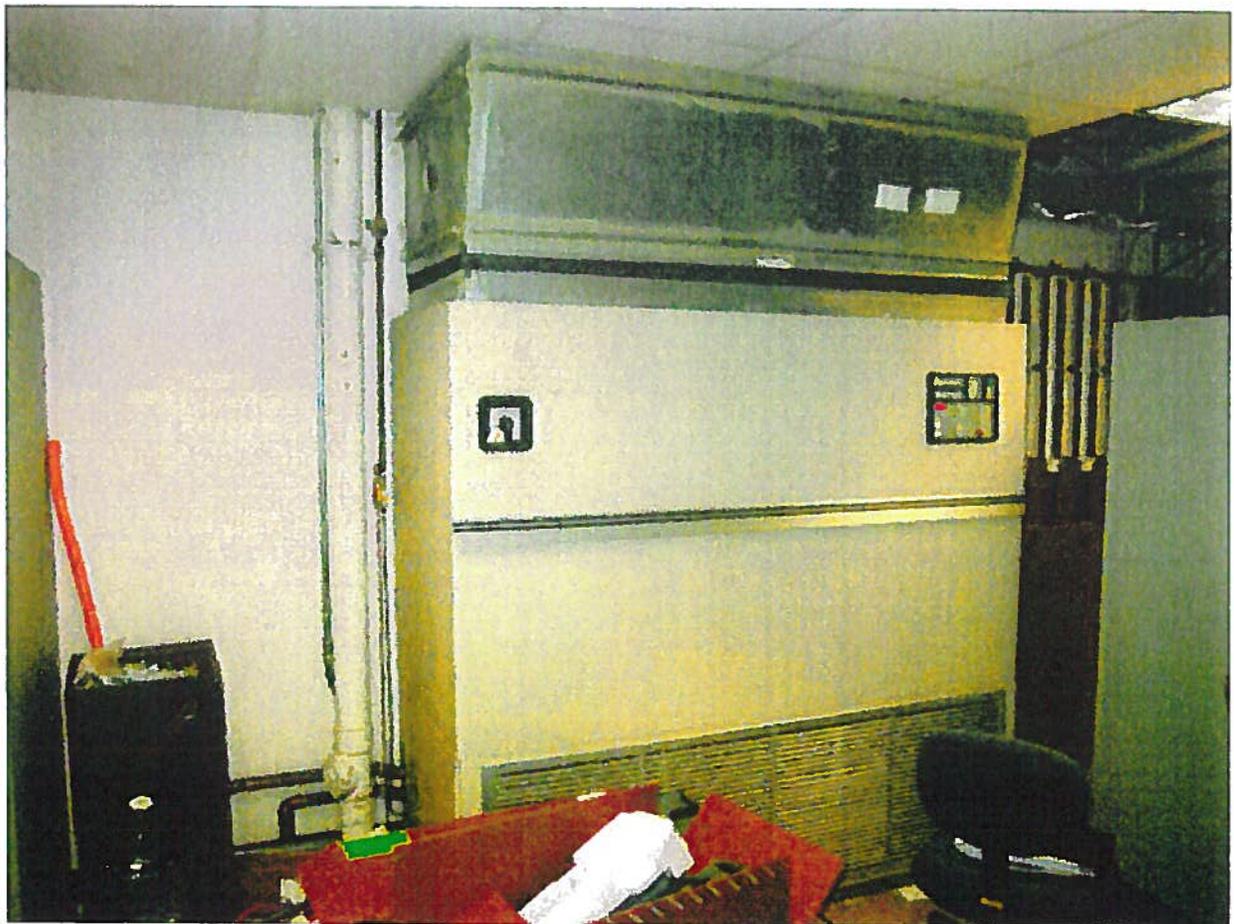
## Scope of Services Milwaukee County Criminal Justice Facility Phase 2

Provide design services to:

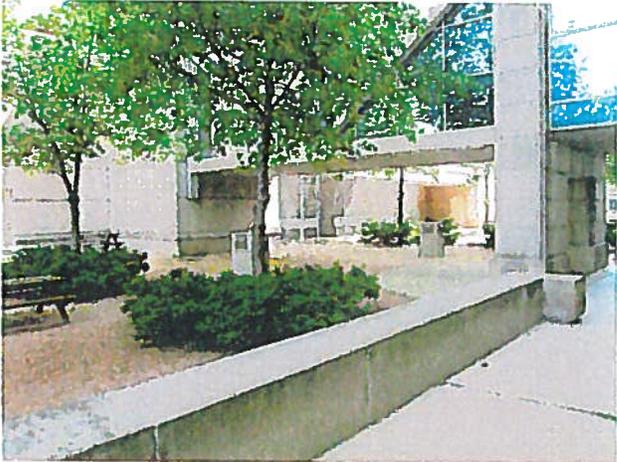
Provide redundant cooling capacity for the server room

- Demo 10 ton CRAC unit and ductwork
- Fill in floor tile in void created by removal of 10 ton CRAC.
- Replace existing 5 ton and 10 ton Fluid Coolers on the overhang of the South side of the CJF building with a larger unit.
- Replace dual pump package
- Replace 2" & 1 1/4" piping from Fluid cooler to MUR room
- Add three in-row cooling units in the server room.
- Add ceiling mounted cooling unit in the UPS room.
- Make connection to condensate drain.

Existing 10 ton CRAC



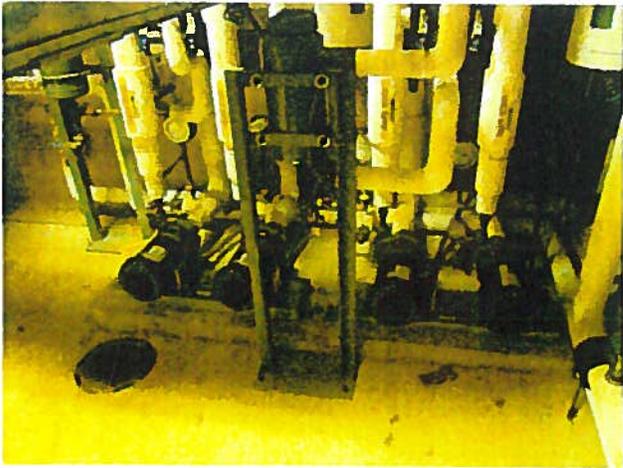
Courtyard on South side of the Criminal Justice Facility with Fluid Cooler



Existing 10 ton Fluid Cooler



Existing 10 ton Pump Package



### Provide Redundant Power

- Demo ATS #3
- Replace ATS #3 with 600A
- Refeed ATS #3
- Feed panel EM/MDP
- Add UPS B 80 kVA
- Feed CRAC, fluid cooler, pumps
- Reefed UPS in control room
- Add 225A B busway over racks
- Add incipient fire detection
- Add Access Control
- Add CCTV
- Add Monitoring system

### ATS #3



### Replace Fire Suppression system in server and UPS room

- Demo existing ceiling in server and UPS room.
- Remove water fire suppression piping
- Add 4'x4' uni-strut grid over server room at approximately 9.5'
- Replace lighting
- Expand cold aisle containment
- Add FE25 fire suppression tanks and control system
- Add suppression piping
- Add incipient fire suppression tie into fire suppression panel

Above ceiling lighting, ductwork and water fire suppression piping



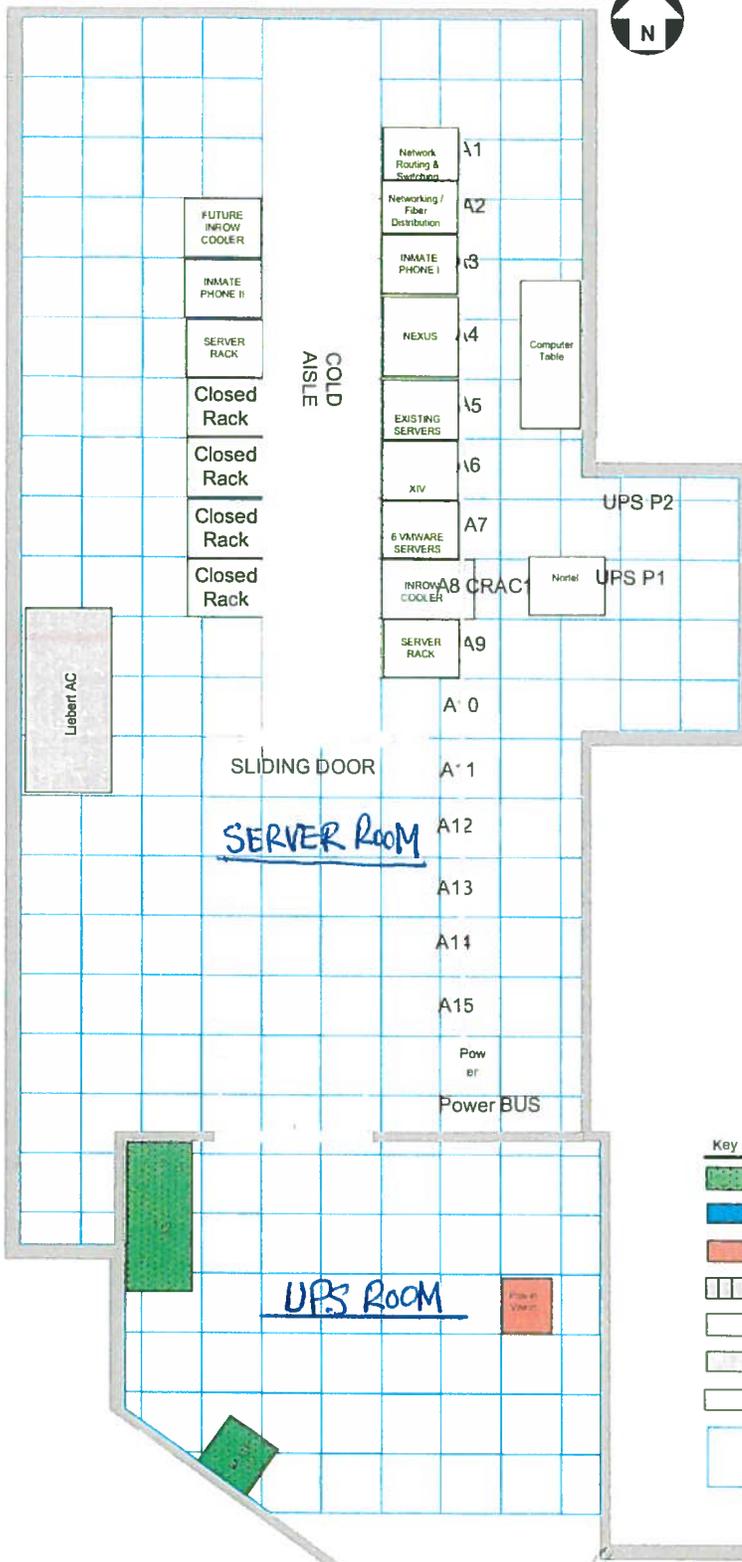
Ceiling lighting, ductwork and water fire suppression piping

19'-0"



2'-0"

40'-10 7/16"



SERVER ROOM

UPS ROOM

HOG CAM System

CAVM System

Key

- File Cabinets
- Storage Cabinets
- Jail Comm/Video Systems
- Bookcases
- Table Tops/Computer Desks
- Liebert Electrical & Environmental Systems
- Nortel PBX
- Raised Tile Floor Grd

STORAGE  
INSTALL A AIRTIGHT PARTITION WITH DOOR

**Project No. & Name:** O221-11441 Clean Agent Fire Suppression System & Data Center Equipment and Construction

Milwaukee County expects to participate in all applicable Focus On Energy and WE Energies incentive programs that may apply to designs resulting from this project to extent that they are know at this point in time. The selected consultant shall be expected to advise Milwaukee County of any programs that presently apply and to support the count in exploring and qualifying for these programs.

The consultant will recommend retrofits that fit the currently estimated construction funding of \$895.00.

### **Scope of Consultant Services**

The consultant shall provide complete and comprehensive engineering/ architectural design services, which will include verifying existing site conditions, code review for plan compliance with local, state and federal rules and regulation, adherence to sustainable design practices and identifying necessary and /or incidental issues that will mitigate problems and /or risks throughout that course of the project. The consultant must provide Milwaukee County with final plans stamped and signed by the responsible engineer/ architect with their Wisconsin Registration Seal(s). Refer to the Type "A" agreement accompanying this document to find additional information regarding contract requirements for Milwaukee County Professional Services.

### **SECTION I – GENERAL REQUIREMENTS AND BASIC SERVICES**

- Programming Phase
- Schematic Design
- Design Development
- Construction Documents
- Bidding Phase
- Construction Phase

### **Scope of Basic Services :**

Based upon the Schematic Design Phase solution, the consultant will be responsible for the preparation of Construction Bidding Documents, Bidding, and Bid Negotiation assistance, and limited Construction Phase Services, which may include Shop Drawing review, review of manufacturer's materials and products submittals, review of samples submittals from the contractor.

The consultant is required to assure the Owner that the results of the Contractor's work is in strict accordance with the plans and specifications, which are a part of the Contract Documents for Construction.

The consultant shall revise the original contract Documents, including the plans and specifications, as required, to produce Record Documents of the construction work, which will be given to the Owner after certification of Substantial Completion.

**Project No. & Name:** O221-11441 Clean Agent Fire Suppression System & Data Center Equipment and Construction

Attached, please find a copy of Milwaukee County Department of Administrative Services- Stipulated Sum (Lump Sum) Standard Prime Consultant Agreement for Professional Services (Type "A" Agreement). The scope of basic services specified in

Article 3: Basic Services of the attached Agreement for each of those six (6) phases, include the services below as a part of those basic services:

**Programming & Schematic Design Phase:**

From interviews, research, and study of the owner's needs, the consultant shall prepare a program and an estimate of probable construction costs for the project as described in the attached consultant agreement.

Required deliverables shall include but are not limited to the following:

- a) **Schematic design plan and program description**
- b) **Cost estimate for construction segments.**

**SCHMATIC DESIGN PHASE :**

The Consultant shall meet with the Department of Architects and Engineering, the Department of IMSD (Owners). Visit the project site and verify documents and existing drawings with existing site conditions.

Review and verify the design program provided by the Owners and revise or update the program as necessary to meet the Owners current needs and expectations for the new upgraded.

Prepare Schematic Design that meets the program requirements, The Schematic Design shall include as necessary, studies consisting of drawings and other documents illustrating the scale and relationship of the project components, including the envelope, energy calculations, as may be appropriate for a completed, operational, functioning building, Upon approval by the Owner of the Schematic Design documents and a Statement of Probable Construction Cost submitted by the consultant this phase of services is complete.

**Design Development Phase :**

The Consultant shall prepare more detailed drawings and other data relating to updated building HVAC system, electrical systems and other essentials. The Consultant shall submit an updated statement of Probable Construction Cost. When the owner approves these documents, this phase is complete.

**Construction Documents Phase:**

Prepare drawings and specification describing, in technical detail, the construction contract work to be done – materials, equipment and workmanship required for HVAC,

architectural, structural, mechanical and electrical work – and related site work, utility connections, and special equipment installations. The consultant will also assist the Owner in preparing information for bidders, bidding, and proposed contract forms, should alternates, unit prices or other special conditions be applicable, and Conditions of the Contract covering responsibilities during construction. The Consultant will advise the Owner of any adjustments to previous Statements of Probable Construction Cost, as well. When the Owner approves these documents, this phase is complete.

**Bidding Phase:**

Advise the Owner about the qualifications of prospective contractors and assist, as may be required, in obtaining bids.

**Construction Phase:**

- 1) Prepare supplementary drawings when required to clarify the consultant's design intent.
- 2) Review the Contractor's Schedule of Values; review of fabricators' and suppliers' shop drawings, material samples and equipment, and other required submissions.
- 3) Make periodic visits to the Project Site to review the progress and quality of Work to determine if the Work is proceeding in accordance with the Contract Documents.
- 4) Review of the Contractor's applications for payment; determine that amounts invoiced are in reasonable agreement with Schedule of Value and invoiced amounts.

In addition to the documentation requirements for each phase of work as noted in the attached agreement for professional services, the consultant will be required to provide a zip disk in Microsoft Word 2000 format, containing all relevant project documents they prepared during each phase of the project. Those documents will include all correspondence, transmittals, etc. to Milwaukee County, other agencies, and sub-consultants

**Quality Control**

- A. Milwaukee County Department of Administrative Services is required by Milwaukee County policy to monitor and track quality control of design and construction projects.
- B. Milwaukee County Department of Administrative Services will track, categorize and identify reasons for changes to the bid documents during

construction. The quality control procedures established and practical by the selected consultant is expected to result in minimal changes in construction due to contract documents errors and/or omissions in the bid documents.

- C. Milwaukee County reserves the right to request partial or full reimbursement from consultants for change orders resulting from errors and omissions in the services they are contracted to provide.

**PROJECT TIMETABLE:**

1) May 1, 2013	WED.	RFP advertised
2) May 8, 2013	WED.	Pre-Proposal Meeting
3) May 16, 2013	THUR .	Proposals due
4) May 28, 2013	TUES.	Select consultant
5) June 14, 2013	FRI.	Consultant agreement signed & Notice to Start
6) August 5, 2013	MON.	Bid documents ready
7) September 18, 2013	WED.	Begin Construction
8) February 17, 2014	MON.	Substantial Completion of Construction

**PRE-PROPOSAL MEETING**

**Pre-Proposal Meeting May 8, 2013, 10:00 A.M. inside the main entrance to the Milwaukee County Criminal Justice Facility, 949 North 9<sup>th</sup> Street, Milwaukee, WI. 53233. Attendance at the pre-proposal meeting is mandatory.**

**VI – Proposal Content:**

Each proposal shall contain information in the following areas:

- A. Cover: Include project number and name, project location, proposal title (Proposal for Professional Services), Consultants name,address,telephone number, FAX number, proposal date, etc.
- B. Table of Contents: Include a clear identification of the material by section and by page number.
- C. Letter or Transmittal: Limited to two pages, briefly state the bidder's Understanding of the service to be provided and a positive commitment to perform the services as defined in the RFP.
- D. Organization Description: A brief description of the organization submitting the Proposal. Include the name, size, legal status (corporation, partnership, etc.), professional registration / certification, major type of activity or areas of consulting. The organization must be licensed to operate in the State of Wisconsin. Include a copy of current license, certification or registration.

- E. We are looking for a consultant that has proven experience in similar types Of projects as well as green building and sustainable design practices. Include a list of similar projects that the organization has participated on in the past five (5) years. Attach a separate sheet for each project, up to five (5) maximum, giving a brief description of each project and the organization's participation.
- F. Sub-Consultants: Indicate the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Also state their past experience in the field.
- G. Project Approach: Provide a description of architectural and engineering problems you anticipate in this project and how you propose to overcome them. Discuss how you plan to staff the project to efficiently complete the work effort.
- H. Scheduling: Will be based on contractor schedule. Base proposal on schedule provided in this RFP.
- I. Constant Effort: Include a spreadsheet/matrix listing the names, classifications, hourly rates and hours to be spent by each required task to complete the project as described in this RFP.
- J. DBE Goals: The Disadvantaged Business Enterprise (DBE) participation goal for this project/contract is 25%.
- K. Quality Control: Submit a contract document quality control plan. Quality control is to be performed by individuals no assigned to the project on an ongoing basis.
- L. Fee Proposal: The fee for this project shall be clearly stated as an (actual cost or lump sump) not-to-exceed for these services. A dollar amount for reimbursable items as described in the proposal should also be clearly stated.

## **PROPOSAL EVALUATION**

See Section XV of the attached Milwaukee County Proposal Preparation, Submission and Evaluation Guidelines for the evaluation criteria. Proposers must recognize this is not a bid procedure, and a Professional Services agreement will not be awarded solely on the basis of the low fee proposal. Milwaukee County reserves the right to accept or reject any and all proposals, issue addenda, request clarification, waive technicalities, alter the nature and/or scope of the proposed project, request additional submittals and/or discontinue this process.

## GENERAL REQUIREMENTS

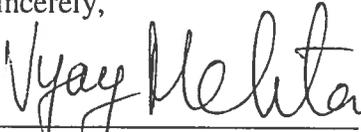
1. The successful consultant and/or any contractor affiliated with the prime consultant shall be prohibited from submitting bids in the construction bidding process for this project.
2. Bidders shall follow Milwaukee County Code of Ethics as follows: No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that Contract during its consideration. Contract consideration shall begin when a Contract is submitted directly to a County department or to an agency until the Contract has reached final disposition, including adoption, County Executive action, proceeding on veto (if necessary) or departmental approval.
3. The successful consultant must be an Equal Opportunity Employer.
4. The proposal shall conform to all attached documents. All proposals should use this RFP and its attachments as the sole basis for the proposal. The issuance of a written addendum are the only official method through which interpretation, clarification or additional information will be given.
5. All costs for preparing a proposal, attending the selection interview if required, or supplying additional information requested by Milwaukee County, is the sole responsibility of the submitting party. Material submitted will not be returned.
6. The proposal must be submitted in a single bound 8-1/2" x 11' document.
7. With the signing and submission of a statement or proposal the submitting consultant certifies that the standard terms and conditions of the Agreement for Professional Services (that will be used to contract with the selected consultant) has been read and understood and that the submitting consultant is ready, willing and able to sign the agreement when requested without making any substantive changes.

Please return five (5) copies of your proposal no later than 2:00 p.m. on Thursday, May 16, 2013, to Vijay Mehta, Project Manager, City Campus, 2711 W. Wells Street, 2<sup>nd</sup> Floor, Milwaukee, WI 53208 (Telephone (414) 278-4743 Fax (414) 223-1366; email [Vijay.Mehta@milwcnty.com](mailto:Vijay.Mehta@milwcnty.com))

**Project No. & Name:** O221-11441 Clean Agent Fire Suppression System & Data Center Equipment and Construction

Please direct any questions regarding this RFP to me at the above address, FAX number or email address.

Sincerely,

  
\_\_\_\_\_  
Vijay Mehta, P.E.

**Attachments:**

1. Project Location Map.
2. Proposal Preparation, Submission and Evaluation Guidelines.
3. Consultant Proposal Form.
4. Type "A" Prime Consultant Agreement for Professional Services.
5. Disadvantaged Business Enterprise (DBE) Form

**cc w/o attachments:**

- J. High, DAS- FM
- M. Phillips, CDBP
- N. Wojciechowski, IMSD

## ATTACHMENT: ONE

Project: Clean Agent Fire Suppression System & Data Center Equipment And Construction  
DAS- Information Management Services Division, Criminal Justice Facility  
940 North Ninth Street  
Milwaukee, Wisconsin 53233

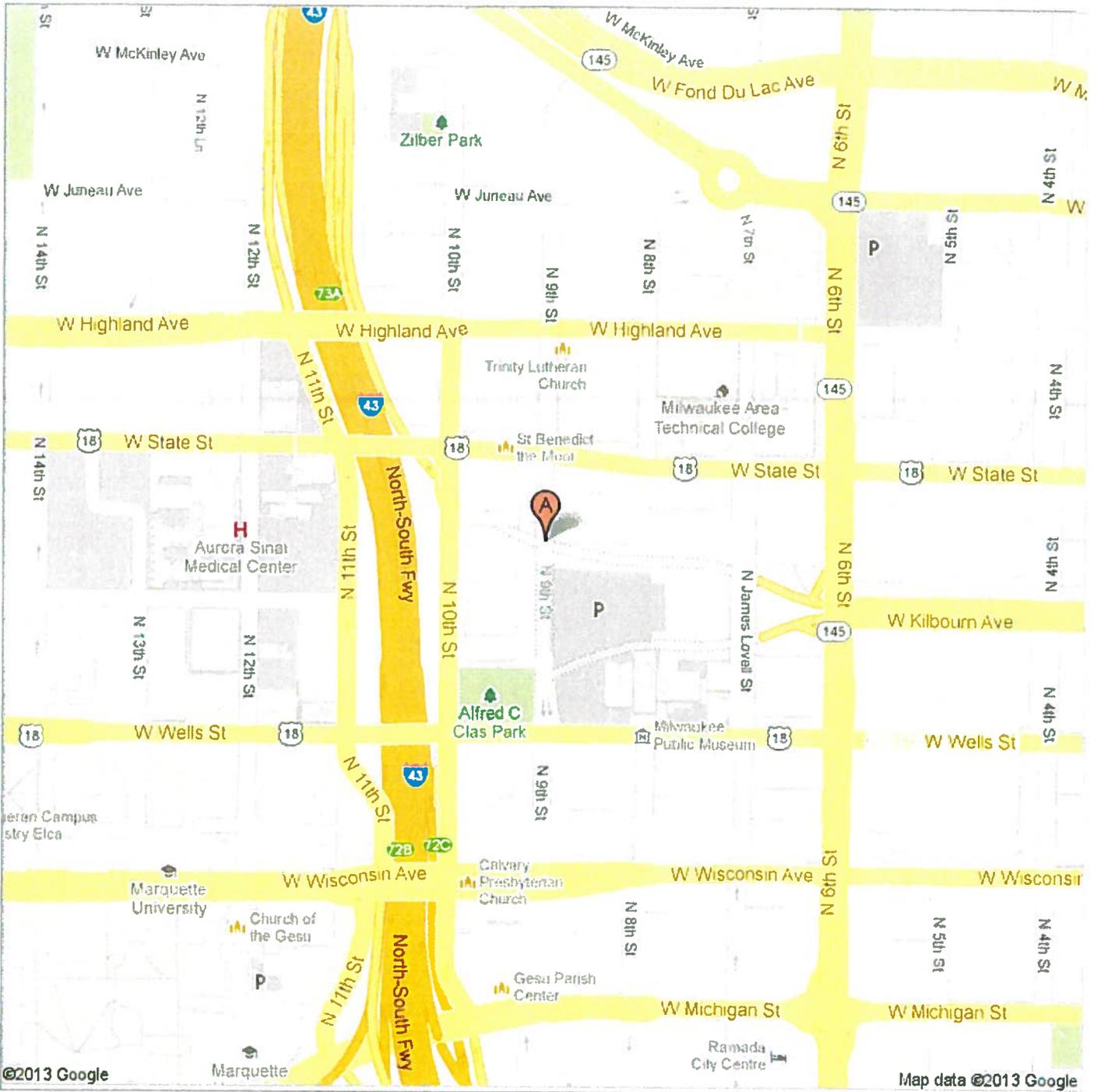
Project Number: O221-11441

Subject: **Project Location Map**



Address **940 N 9th St**  
**Milwaukee, WI 53233**

Get Google Maps on your phone  
Text the word "GMAPS" to 466453

## ATTACHMENT: TWO

Project: Clean Agent Fire Suppression System & Data Center Equipment And Construction  
DAS- Information Management Services Division, Criminal Justice Facility  
940 North Ninth Street  
Milwaukee, Wisconsin 53233

Project Number: O221-11441

Subject: **Proposal Preparation, Submission and Evaluation**

# PROPOSAL PREPARATION, SUBMISSION & EVALUATION

## I. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of this RFP must request it in writing no later than seven business days before the last date for submission of proposals. Requests should be directed to the individual in charge at the address listed in the RFP. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the RFP, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## II. Complete Proposals

Proposals shall represent the best efforts of the offerors and will be evaluated as such. Proposals must set forth full, accurate, and complete information as required by this section and other sections of this RFP.

## III. Unnecessarily Elaborate Proposals

Brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as unnecessarily elaborate and an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and binding, and expensive visual and other presentation aids are neither necessary nor desired. Concise and clear proposals are sought.

## IV. Retention of Proposals

All proposal documents shall be retained by the County and therefore, will not be returned to the offerors. The County will not pay for preparation of proposals or for proposals that are retained by the County.

## V. Examination of Proposals

Offerors are expected to examine the Site, Statement of Work and all instructions and attachments in this RFP. Failure to do so will be at the offeror's risk.

## VI. Legal Status of Offeror

Each offeror must provide the following information in its proposal:

- A. Name of the offeror;
- B. Whether offeror is a corporation, joint venture, partnership (including type of partnership), or individual;

- C. Copy of any current license, registration, or certification to transact business in the State of Wisconsin if required by law to obtain such license, registration, or certification. If the offeror is a corporation or limited partnership and does not provide a copy of its license registration, or certification to transact business in the State of Wisconsin, the offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- D. Copies of any current license, registration or certification required in RFP;
- E. If the offeror is a partnership or joint venture, names of general partners or joint venturers.

VII. Organization of Offeror

Each proposal must further contain a chart showing the internal organization of the offeror and the numbers of regular personnel in each organizational unit.

VIII. Offerors Authorized Agent

Each proposal shall set forth the name, title, telephone number, and address of the person authorized to negotiate in behalf of the offeror and contractually bind the offeror, if other than the person signing the proposal.

IX. Price Schedule Submission

Offerors are to submit prices for each item identified in the Proposal. Offers for services other than those specified will not be considered. The prices set forth in the schedule will be used for evaluation purposes and for establishing a contract price. Milwaukee County reserves the right to accept or reject any and all Proposals.

X. Certification and Representations

Offerors shall return with their proposal resumes and any other documents as may be requested in the RFP.

XI. Signing of Offers

The offeror shall sign the proposal and print or type its name on the form. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the County.

XII. Proposal Guarantee

By submitting a proposal the offeror guarantees that it will keep its initial offer open for at least 60 days.

XIII. Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment or by letter or telegram including mailgrams. The County must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

XIV. Late Proposals and Modifications and Withdrawals of Proposals

Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered.

XV. Proposal Evaluation Criteria

Following a list of general criteria which will be used to evaluate the proposals:

- a. Quality and responsiveness to the RFP. Weight: 25%
- b. Project approach and understanding, including strategy to perform requested work and time schedule. Weight: 30%.
- c. Qualifications and experience. Weight: 30%
- d. Fee and hourly rates. Weight: 15%.

XVI. Staffing

Consultant shall provide, at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of Owner.

The offeror must describe his or her qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific matter and similar facilities. Areas of expertise of each proposed staff member shall be provided (i.e., engineering, economics, architecture, planning). Specific examples of similar or related projects previously conducted shall cite:

- Name of client organization
- Name, address, and current telephone number of client contact person
- Contract number and inclusive dates
- Contract amount

Offeror shall provide the following information for every resume:

- Full name
- Title and areas of specialty

- Affiliation (that is, staff of offeror or subconsultant)
- Experience directly related to the proposed project
- Education/training
- Individual personnel hours and percentage of total project time which will be devoted to the proposed project in total and broken down by task. (See suggested matrix below)
- Resumes shall be included for all personnel expected to work on the project. Only resumes of staff or subconsultant staff employed by or under contract with the firm as of the date of proposal submission are to be included.

TASK	NAME OF EMPLOYEE 1	NAME OF EMPLOYEE 2	ETC.....	EXPENSE S	SUB TASK	TASK TOTAL
	HOURLY RATE W/OH	HOURLY RATE W/OH	ETC.....		TOTAL	
DESCRIPTION						
1. TASK 1	Number of Hrs/Task	Number of Hrs/Task				
2. TASK 2						
3. TASK 3						
4. TASK 4						
5. TASK 5						
6. TASK 6						
TOTAL HOURS						
TOTAL COST						
% OF TIME						

TOTAL FEE

# ATTACHMENT: THREE

Project: Clean Agent Fire Suppression System & Data Center Equipment And Construction  
DAS- Information Management Services Division, Criminal Justice Facility  
940 North Ninth Street  
Milwaukee, Wisconsin 53233

Project Number: O221-11441

Subject: Consultant **Proposal Form**

PROJECT:  
*(project title as adopted in the budget) & (project number as assigned by Cost Schedule Analyst)*

CONSULTANT PROPOSAL

I. BASIC SERVICES (Include services of all needed subconsultants)

LUMP SUM OR ACTUAL COST - "NOT TO EXCEED" fee:

\$ \_\_\_\_\_

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

II. REIMBURSABLE EXPENSES

ACTUAL COST : \$ \_\_\_\_\_

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

III. ADDITIONAL SERVICES (Include services of all needed subconsultants)

ACTUAL COST - "NOT TO EXCEED" fee:

\$ \_\_\_\_\_

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

IV. PRINCIPAL IN CHARGE

Name of Principal \_\_\_\_\_

Architect or Engineer's Registration No. in Wisconsin \_\_\_\_\_

Other Registration No. In Wisconsin \_\_\_\_\_

Flat hourly rate for principal \_\_\_\_\_

Participation of Disadvantaged Business Enterprises is waived for this project.

\_\_\_\_\_  
Firm Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT: FOUR

Project: Clean Agent Fire Suppression System & Data Center Equipment And Construction  
DAS- Information Management Services Division, Criminal Justice Facility  
940 North Ninth Street  
Milwaukee, Wisconsin 53233

Project Number: O221-11441

Subject: **Type "A" Agreement for Milwaukee County - DAS**

MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES  
FACILITIES MANAGEMENT DIVISION

CONSULTANT AGREEMENT

FOR

PROFESSIONAL SERVICES

Compensation Based on  
Stipulated Sum (Lump Sum)  
(Without Outside Construction Manager)

Type "A" Agreement

PROJECT TITLE: CLEAN AGENT FIRE SUPPRESSION SYSTEM  
AND DATA CENTER EQUIPMENT AND CONSTRUCTION

PROJECT LOCATION: Criminal Justice Facility  
940 North 9<sup>th</sup> Street  
Milwaukee, WI 53233

PROJECT NO: 0221-11441

Agency 120 Org. No. 1850 Object No. 6146  
Agency 120 Org. No. 1850 Object No. 6146

Project Code WO 221021 Activity N/A Function N/A  
Project Code WO 221031 Activity N/A Function N/A

Category \_\_\_\_\_

Consultant Firm: \_\_\_\_\_

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

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

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail \_\_\_\_\_

Type of Services: \_\_\_\_\_

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### ATTACHMENTS:

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A - SCOPE OF PROJECT (BY OWNER) .....	A-1 TO A-__
B - MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE (BY PRIME CONSULTANT & SUBCONSULTANTS) .....	B-1 TO B-2
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F - MILWAUKEE COUNTY "DBE" UTILIZATION FORMS (BY PRIME CONSULTANT)..... F-1 TO F-6

G - COST & SCHEDULING SYSTEM REQUIREMENTS (BY OWNER)..... G

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I - COMPLETE LISTING OF SUBCONSULTANTS (BY PRIME CONSULTANT)..... I

J - SUBCONSULTANT COMPLIANCE CERTIFICATION (BY EACH SUBCONSULTANT)..... J

K - CONSULTANT AGREEMENT CLOSEOUT CHECKLIST ..... K-1 TO K-2

L - SIGNATURE PAGE ..... L

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between MILWAUKEE COUNTY (hereinafter referred to as "MILWAUKEE COUNTY" or "OWNER") and

\_\_\_\_\_ (hereinafter referred to "CONSULTANT"), is subject to the following conditions.

**1. GENERAL CONSULTANT**

1.1 The CONSULTANT shall provide Professional Architectural and/or Engineering Services for the various phases of the Project, as may be authorized, in accordance with the terms and conditions of this Agreement.

1.2 The CONSULTANT shall designate in the space provided below one principal of the firm responsible to OWNER and available to answer questions, make decisions, and bear full responsibility for the Project.

\_\_\_\_\_ is the designated principal.

**2. PROJECT SCOPE**

2.1 Work within the scope of this Agreement shall include the tasks and objectives set forth in the OWNER's Request for Proposal ("RFP"), which is incorporated herein by reference, the CONSULTANT's Scope of Work (see **Attachment "A"**), and any Addenda, on a Lump Sum Basis with Reimbursable Expense if required as outlined in this Agreement.

2.1.1 CONSULTANT shall perform professional consulting services for OWNER when and as directed by OWNER and shall respond to OWNER inquiries within forty-eight (48) hours.

2.1.2 OWNER's desired completion dates for critical items: (refer to Paragraph 3.8 Performance Time)

- .1 Programming and Master Plan \_\_\_\_\_
- .2 Schematic Design \_\_\_\_\_
- .3 Design Development \_\_\_\_\_
- .4 Contract Documents \_\_\_\_\_
- .5 Bid Opening \_\_\_\_\_
- .6 Construction Start \_\_\_\_\_
- .7 Substantial Completion/Occupancy \_\_\_\_\_
- .8 \_\_\_\_\_
- .9 \_\_\_\_\_
- .10 \_\_\_\_\_

**3. BASIC SERVICES**

Services shall be furnished by the CONSULTANT for performance of the following as may be requested in the RFP and the Scope of Work. Basic Services shall include all work described herein except as more specifically described, required, added, or modified by the RFP, Scope of Work and Addenda.

### **3.1 Programming and/or Master Plan Phase**

**3.1.1** From interviews, research, and study of the OWNER's needs, the CONSULTANT shall prepare a program and an Estimate of Probable Construction Costs for the Project. Elements of the program shall include a full description of each of the following:

- .1 Exterior and interior functional areas and spaces of the Project, with technical and equipment requirements on each;
- .2 Comparisons between existing and proposed facilities and systems;
- .3 Diagrams to describe proposed circulation and relationships between functional areas and departments;
- .4 Descriptions of provisions for future changes and growth;
- .5 Narrative of the rationale for proposed program and prioritized options to maintain Project budget.

**3.1.2** Upon completion of the Programming Phase documents, the CONSULTANT shall submit three (3) copies of drafts of same for review.

**3.1.3** After review, the CONSULTANT shall incorporate necessary corrections and additions into the final report and submit three (3) copies to OWNER for approval.

### **3.2 Schematic Design Phase**

**3.2.1** Based upon the approved written program and budget, the CONSULTANT shall further examine the site and existing facilities, study existing conditions, and, based on the programmed analysis of OWNER's requirements, prepare studies and drawings of suggested solutions, outline suggested construction materials and systems, and submit recommendations for approval by OWNER.

**3.2.2** The CONSULTANT shall prepare drawings and other exhibits which are conceptual in character and closely follow the program developed and accepted in the Programming Phase.

**3.2.3** The CONSULTANT shall incorporate in these schemes conceptual building plans, preliminary sections and elevations, influence of site, selection of building systems and materials, and show approximate dimensions, areas and volumes.

**3.2.4** The CONSULTANT shall submit an Estimate of Probable Construction Costs upon which OWNER can evaluate the Project and determine whether to proceed with the Design Development Phase.

**3.2.5** The CONSULTANT shall submit three (3) copies of the Schematic Design Phase documents for review.

### **3.3 Design Development Phase**

**3.3.1** After receiving approval of the Schematic Design Phase submittal, the CONSULTANT shall develop design and prepare drawings and other documents to fix and describe the size and character of the entire Project as to site work, architectural, structural, mechanical, and electrical systems, equipment, construction materials, and such other essentials as may be appropriate, including functional and operational aspects of facilities.

**3.3.2** The CONSULTANT shall design the Project in compliance with applicable federal, state, and local codes, ordinances and regulations, and with requirements or service rules of utilities having jurisdiction.

3.3.3 The CONSULTANT shall provide revised Estimate of Probable Construction Costs provided during Schematic Design Phase.

3.3.4 The CONSULTANT shall submit three (3) copies of the Design Development Phase documents for review.

### 3.4 Contract Documents Phase

3.4.1 After receiving approval of Design Development Phase submittal, the CONSULTANT shall prepare drawings and specifications for bidding and construction purposes, including what testing, warranties and guarantees are required of the parts and systems. When documents are approximately eighty percent (80%) complete, the CONSULTANT shall submit three (3) copies to OWNER for review and comments.

3.4.2 When the documents are one hundred percent (100%) complete, the CONSULTANT shall submit three (3) copies to OWNER for approval of completed Bidding Documents and an updated Estimate of Probable Construction Costs.

3.4.3 The CONSULTANT shall conform to OWNER's current standard formats on file in Architecture, Engineering and Environmental Services Section of the Facilities Management Division of Milwaukee County Department of Administrative Services, 2711 West Wells Street, 2nd Floor, Milwaukee, Wisconsin 53208.

3.4.4 After the one hundred percent (100%) complete bidding documents have been approved by OWNER, the CONSULTANT shall submit one (1) signed, stamped original set of Bidding Documents suitable for use in reproducing document sets for distribution during the bid process, unless otherwise specified in the Agreement.

### 3.5 Bidding Phase

3.5.1 OWNER will make Contract Documents available to Bidders. OWNER will determine cost and other terms. OWNER will direct bidding of Contracts (informal, formal, multiple or single prime construction contracts).

3.5.2 CONSULTANT shall:

- .1 Coordinate with OWNER for Advertisement of Bids. OWNER will prepare and place Advertisement of Bids.
- .2 Make application for required plan approvals. Pay local and state Examination Fees and be reimbursed at cost (fee for General Building Permit to be paid by Contractor).
- .3 Prepare necessary Addenda copies for distribution required to amend or clarify Bidding Documents. Complete Addenda so Bidders have access to them at least five (5) working days prior to bid opening. OWNER will mail out Addenda copies if they are delivered no later than seven (7) working days prior to bid opening.
- .4 Conduct a pre-bid conference, log attendance, tour site and take minutes of the conference, with one (1) copy to OWNER.
- .5 Review bids for conformance with bidding requirements. Make recommendations as to award of contract(s).

3.5.3 If the low acceptable bid total received exceeds by five percent (5%) the Estimate of Probable Construction Costs submitted prior to bidding, the CONSULTANT shall revise the Bidding Documents, and rebid the project at no additional cost to OWNER.

### 3.6 Construction Phase

- 3.6.1 The CONSULTANT shall provide clarifications necessary for construction; review and approve shop drawings and other submittals; coordinate colors and materials with OWNER as defined in the Contract Documents.
- 3.6.2 The CONSULTANT shall provide administration; coordination and on-site observation of the work in compliance with Wis. Stats. Chapter 443; confirm compliance with Contract Documents; determine quality and acceptability of materials provided and interpret Contract Documents; observe required tests; make recommendations regarding Change Orders and payments to contractors; and make recommendations as to Substantial Completion and final acceptance of the Project.
- 3.6.3 The CONSULTANT shall issue a Construction Bulletin ("CB") in response to all Requests for Information ("RFIs") estimated to impact the construction contract dollar amount by more than \$5,000.00. A CB may be required on a case-by-case basis by the OWNER for RFIs estimated to impact the construction contract dollar amount by less than \$5,000.00.
- 3.6.4 The number of additional CONSULTANT visits to site shall be as stated in the RFP.
- 3.6.5 The CONSULTANT shall not have authority over or responsibility for means, methods, techniques, sequences or procedures of construction selected by contractor(s) for safety precautions and programs incident to the work of contractor(s) or for the failure of contractor(s) to comply with laws, rules or regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing work.

**3.7 General Consultant Services**

CONSULTANT services applicable to the above phases include the following:

- 3.7.1 Conferences with OWNER, Users, Prime Contractors and subcontractors required to review and resolve questions regarding the Project.
- 3.7.2 When requested by OWNER, the CONSULTANT shall attend presentations and appearances before public bodies with OWNER to discuss details, to comment, to recommend, to give progress reports, and to obtain approvals.
- 3.7.3 **Cost Control:** The budget established by the OWNER for the construction of the Project and CONSULTANT fee shall be considered as absolute. The CONSULTANT shall advise OWNER in writing of the following:
  - .1 If directives or actions of OWNER increase the scope or cost of the Project or are considered by CONSULTANT to constitute Additional Services under this Agreement.
  - .2 If CONSULTANT becomes aware that current market conditions have changed sufficiently to preclude construction within the limits of the approved budget.
- 3.7.4 The CONSULTANT shall recommend to OWNER the obtaining of such investigations, surveys, tests, analyses, and reports as may be necessary for proper execution of CONSULTANT's services.
- 3.7.5 CONSULTANT shall comply with Wisconsin Laws pertaining to registered architects and engineers, and federal, state, and local laws, codes, and regulations relating to responsibilities in design and administration of this Agreement.

**3.8 Performance Time**

The CONSULTANT shall complete the following time schedule for the performance of CONSULTANT's services:

- .1 Programming and/or Master Plan Phase \_\_\_\_\_
- .2 Schematic Design Phase \_\_\_\_\_
- .3 Design Development Phase \_\_\_\_\_
- .4 Contract Document Phase \_\_\_\_\_

The schedule shall show each phase of the Project in working days, including review times, and, if required, sub-schedules to define critical portions of schedule. The schedule shall be mutually acceptable to CONSULTANT and OWNER and, at a minimum, shall be consistent with the completion dates included in Paragraph 2.1.2.

**3.9 Record Documents**

See Attachment "H".

**3.10 Subconsultant Services**

Should CONSULTANT find it necessary or advisable to employ subconsultants for performing services under this Agreement, the following shall apply:

**3.10.1 CONSULTANT shall:**

- .1 Be responsible for services performed by any subconsultants under this Agreement.
- .2 Be compensated for the cost of any subconsultants as provided under Payments (subconsultant compensation is included in the overall basic compensation total).

**3.10.2 Subconsultants employed shall be engaged in conformance with the following:**

- .1 Obtain OWNER's written approval for the hiring of each proposed subconsultant to be used in performance of the contractual obligations under this Agreement. Milwaukee County's Project Manager will indicate such approval and/or rejection on **Attachment "I"**.
- .2 Within five (5) days of the above approval, subconsultant shall execute **Attachment "J"**, binding subconsultant to the terms and conditions of this Agreement including the Audit and Inspection of Records requirements.
- .3 Milwaukee County will not approve as a subconsultant a person connected with a firm manufacturing, selling, or installing material or equipment that is or may be included in Project.
- .4 Approved subconsultants shall also complete **Attachment "B"** (Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule) for potential additional services to be requested at a later date.

**3.10.3 Unless otherwise approved by OWNER, CONSULTANT shall not employ subconsultants within the CONSULTANT's specialties, i.e. architectural design for architects, electrical for electrical engineers, HVAC for HVAC engineers, etc.**

**3.10.4 Fees for subconsultants shall be compensated by OWNER as billed to CONSULTANT (there shall be no mark up for costs/fees billed by subconsultants).**

**3.11 Additional Services**

Based on hourly service rates (see **Attachment "B"**).

Services described in this Section are not included in Basic Services, and shall be paid by OWNER in addition to compensation for Basic Services. The services described under this Section shall only be provided if authorized in writing by the OWNER following a mutual agreement of the scope of the additional services and negotiation of a fair and reasonable actual cost "not-to exceed" fee.

**3.11.1** If OWNER and CONSULTANT agree that the performance of this Agreement requires representation at the construction site in addition to that described in Paragraph 3.6.2, then CONSULTANT shall provide one or more Project Representatives to assist in carrying out of such additional on-site responsibilities.

.1 Through the observations by such Project Representatives, the CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in work, but furnishing such project representation shall not modify rights, responsibilities or obligations of CONSULTANT as described elsewhere in this Agreement.

**3.11.2** Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 The result of a change by OWNER from a previous instruction or approval given by the OWNER, including revisions made necessary by adjustments in OWNER's program or Project budget;
- .2 Required by enactment or revision of codes, laws or regulations subsequent to preparation of such documents; or
- .3 Due to changes required as a result of OWNER's failure to render decisions in a timely manner.

**3.11.3** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, OWNER's schedule or method of bidding and contracting for construction.

**3.11.4** Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

**3.11.5** Providing services made necessary by the default of a contractor, by major defects or deficiencies in the work of a contractor, or by the failure of performance of either the OWNER or a contractor under contract for construction.

**3.11.6** Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where CONSULTANT is party thereto or as exempted by Paragraph 4.3.1.

**3.11.7** Providing services to apply for and obtain code variances, if necessary.

**3.11.8** Provide an inventory and placement of OWNER's existing furniture and equipment.

**3.11.9** Providing other services as requested by the OWNER.

**3.12 Reimbursable Expenses**

See **Attachment "C"** for specific description of reimbursable expenses. Reimbursable expenses are limited to those not included in the CONSULTANTS and/or subconsultants' "Overhead Factor".

**3.12.1** The allowance for all reimbursables for the project shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

#### 4. COMPENSATION (applicable to both CONSULTANT and subconsultants)

CONSULTANT compensation for services shall be based on the following terms and conditions:

- 4.1.1 The Basic Services Compensation Total for the project for the CONSULTANT including all subconsultants shall be the "Stipulated" sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

#### 4.2 Additional Services Rate Itemization

The form on which the Additional Services Rate Itemization is reported and approved is included as **Attachment "B"** (by CONSULTANT and subconsultants).

On **Attachment "B"** list staff by name, including clerical staff, who will be assigned to the Project.

"Overhead Rate" (Overhead Factor less profit) contained within the Overhead Factor submitted by CONSULTANT and each subconsultant shall be Federal Acquisition Regulation ("FAR") (48 CFR 1-31) audit certified. Provide a copy of the most recent auditor's report for each rate.

If CONSULTANT or subconsultant does not possess a FAR audit certified rate then each shall submit as **Attachment "B-2"** their proposed rate, for the fiscal year, with identification of the accounting method used and certification that the proposed rate contains only those indirect costs proper and appropriate for the type of professional services sought by this Agreement. It is understood and agreed that no direct charge will be made for labor or expenses included in the Overhead Factor.

"Overhead Factor" and the "Principal's Flat Rate" shall include but are not limited to reimbursement of the following:

- |                                      |  |
|--------------------------------------|--|
| - Social Security                    | - General Office Expenses  |
| - Vacation, Holiday & Sick Pay       | - Dues & Subscriptions   |
| - Pension & Personal Insurance Plans | - Profit   |
| - Local Telephone & Fax Service      | - Registration Fees  |
| - Insurance                          | - Legal & Accounting Expenses  |
| - Postage & Shipping (see "C-2")     | - Auto Expenses, Parking   |
| - Taxes                              | - Travel costs to locations within a<br>100-mile radius of Milwaukee |
| - Office & Drafting Supplies         | - Meals  |
| - Repairs & Maintenance              | - Use of Cadd Equipment and Systems<br>(Including drawing plots)     |
| - Selling Expense                    | - Miscellaneous Overhead   |
| - Office Rental                      |  |
| - General Advertising                |  |
| - Office Utilities                   |  |

For personnel changes during the term of this Agreement submit a new **Attachment "B-1"** within sixty (60) days of adding or deleting staff used or permanent classification changes. In case of added personnel or classification changes, the new "Direct Salary Rate/Hour" will not increase more than 10 percent (10%) above the rate previously listed for the specific classification being replaced.

#### 4.3 Payment for Approved Additional Services

If approved Additional Services as set forth in Paragraph 3.11 are performed, CONSULTANT shall be paid for such services and expenses on the basis of hourly rates set forth in Paragraph 4.2. Amounts paid may be in excess of the Basic Compensation.

#### 4.3.1 Non-Reimbursable Costs and Services

If arbitration or court proceedings are brought against OWNER for damages or other relief attributable to the negligent acts of CONSULTANT or defective drawings, specifications, or other

Contract Documents for which the CONSULTANT is responsible, CONSULTANT, to the extent CONSULTANT is found responsible, shall assume the defense, bear any related legal expense, and satisfy awards and judgments resulting from such claims. The CONSULTANT shall pay the costs of revisions to drawings or other documents because of errors or omissions on the part of CONSULTANT.

Costs not specifically mentioned in **Attachment "C"**.

**5. PAYMENTS**

Payments to CONSULTANT for services shall be made as follows:

**5.1 Monthly invoices: Attachments "D-1" & "D-2" for "Basic Services Compensation" and Attachments "D-1", "D-2" and "D-3" for approved "Additional Services".** All costs submitted on these attachments shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to the Agreement. Except for documentation specifically required by the attachments, all other supporting documentation shall not be submitted but shall be clearly identified and readily accessible as specified herein under Section 9, AUDIT AND INSPECTION OF RECORDS.

**5.1.1** Bill each Individual annual project or requested service separately following the format of OWNER's **Attachments "D-1" through "D-3"** not more than once monthly or when project CONSULTANT service is complete. Each billing shall be for not less than \$500, except for the final billing for an amount due.

**5.2 Monthly Invoices and Retainage**

OWNER will make payments to CONSULTANT within thirty (30) days of invoice approval on the basis of monthly billings prepared by the CONSULTANT and approved by the OWNER. Payments will be made on the basis of ninety five percent (95%) of the approved statement. No retainage, however, shall be withheld for reimbursable expenses.

**5.3 Progress Payment limitations**

Progress payments for basic services shall total no more than the following percentages of total basic compensation payable.

Program and Master Plan .....	Ten Percent (10%)
Schematic Design .....	Twenty Five Percent (25%)
Design Development .....	Forty Percent (40%)
Contract Documents .....	Seventy Eight Percent (78%)
Bidding .....	Eighty Two Percent (82%)
Construction Administration .....	One Hundred Percent (100%)

**5.4 Final Payment**

**5.4.1** Final payment shall be made after the following have been accomplished:

- .1** OWNER is in receipt of CONSULTANT's signed Certification of Substantial Completion (A.I.A. Document G704) in conformance with Contract Documents (for each contract).
- .2** OWNER is in receipt of "Record Documents".
- .3** OWNER is in receipt of CONSULTANT's invoice labeled "Final Billing".
- .4** OWNER has determined that CONSULTANT has performed the obligations under this Agreement.

- 5.4.2 Final payment shall be the release of the five percent (5%) retainage, held by OWNER from partial payments for performance under this Agreement.
- 5.4.3 Upon notification from OWNER to the CONSULTANT that the obligations under this Agreement have been completed, the CONSULTANT shall within thirty (30) calendar days submit for payment a final invoice for any remaining unpaid charges. Should the CONSULTANT fail to respond within the thirty (30) days, the OWNER will assume no additional charges have been incurred. OWNER will transmit to CONSULTANT notice of termination of this Agreement with a check for any remaining retainage.

**6. DISPUTE RESOLUTION**

- 6.1 Claims, disputes and other matters in question between the CONSULTANT and the OWNER arising out of or relating to the Agreement or breach thereof, which cannot be resolved through negotiation between the parties, shall be subject to and decided at the sole discretion of the OWNER, either by the process and procedures set forth in Article 6 of AIA Document B901, Part 1, (1996 edition, not bound herein) Dispute Resolution – Mediation and Arbitration or in a court of law. In any event,
- 6.2 Any mediation or arbitration conducted under this Agreement shall take place in Milwaukee, Wisconsin, unless an alternative location is chosen by mutual agreement of the Parties. The exclusive venue for any cause of action brought in relation to this Agreement shall be Milwaukee County Circuit Court, Milwaukee, Wisconsin.

**7. CONSULTANT'S RESPONSIBILITY**

**7.1 Insurance & Proof of Financial Responsibility for Claims**

Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort as respect damage to persons or property and third parties in such coverage and amounts as required and approved by the County Risk Manager. Furnish acceptable proof of such coverage to the County Risk Manager prior to services commenced under this Agreement.

**7.1.2 Provide evidence of the following coverage and minimum amounts.**

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employers Liability & Disease USL&H and All States Endorsement	\$100,000/\$500,000/\$100,000
General Liability	\$5,000,000 Per Occurrence (name the OWNER as an Additional Insured in the general liability policy by endorsement)
Bodily Injury & Property Damage to include personal injury, fire, legal, products and complete operations Contractual Liability and X, C & U	\$5,000,000 Aggregate
Architects & Engineers Professional Liability & Errors & Omissions  (Refer to paragraph 7.2 for additional conditions)	\$2,000,000 Per Occurrence
Environmental Impairment Insurance	\$1,000,000 Aggregate minimum (Unless not required)

Automobile Liability

(name the OWNER as an Additional Insured in the automobile policy by endorsement)

Bodily Injury & Property Damage  
All Autos

\$1,000,000 Per Accident

Note: Consultants performing work on the secured air side at General Mitchell International Airport and Timmerman airport shall maintain at least \$5,000,000 Auto & Commercial General Liability Limits. This can be satisfied through a combination of Auto and Umbrella, and General Liability and Umbrella Limits.

- 7.1.3 Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, name OWNER as an additional insured in the general liability and automobile policy as their interests may appear as respects services provided in this Agreement. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Afford OWNER Thirty (30) day written notice of cancellation or non-renewal.
- 7.1.4 Place insurance specified above with at least an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Submit deviations or waiver of required coverage or minimums in writing to OWNER's Risk Manager for approval as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.
- 7.1.5 Submit certificate of insurance and endorsements for review to OWNER for each successive period of coverage for duration of this Agreement.
- 7.1.6 The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the OWNER's Risk Manager.
- 7.1.7 Required certificates and endorsements shall be part of **Attachment "E"**.
- 7.2 Professional Liability - Additional Provisions**
- 7.2.1 Provide additional information on professional liability coverage as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims-made, occurrence; discovery clause conditions; and effective, retroactive, and expiration dates, to OWNER's Risk Manager as requested to obtain approval of coverage as respects this section.
- 7.2.2 Be responsible for the accuracy of the services performed under this Agreement and promptly make necessary revisions or corrections to services resulting from negligent acts, errors or omissions without additional compensation.
- 7.2.3 Give immediate attention to these revisions or corrections to prevent or minimize delay to Project schedule.
- 7.2.4 Be responsible to the OWNER for losses or costs to repair or remedy as a result of CONSULTANT's negligent acts, errors or omissions.
- 7.2.5 It is understood and agreed that coverage which applies to services inherent in this Agreement will be extended for two (2) years after completion of work contemplated in this Project if coverage is written on a claims-made basis.
- 7.2.6 Deviations and waivers may be requested in writing based on market conditions to OWNER's Risk Manager. Approval shall be given in writing of any acceptable deviation or waiver to the CONSULTANT prior to the CONSULTANT effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the CONSULTANT.

7.2.7 Obtain information on the professional liability coverage of subconsultants and/or subcontractors in the same form as specified above for review by OWNER's Risk Manager.

### 7.3 Compliance with Governmental Requirements

7.3.1 Evidence satisfactory compliance for Unemployment Compensation and Social Security Reporting as required by federal and state laws.

### 7.4 Indemnity

Each party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the other party, and its agents, officers and employees, from and against all loss and expenses including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this Agreement. Each party shall further indemnify the other from, and defend against, any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) sexual discrimination or harassment, (3) any personal injury (including death) received or sustained by any employee of either party, its subcontractors, agents, or invitees for any reason not covered by workers compensation, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent, or otherwise, to the extent caused by a party or its employees. Milwaukee County's liability shall be limited by Wisconsin State Statutes § 345.03(3) for automobile and § 893.80(3) for general liability.

### 7.5 Conflict of Interest

7.5.1 CONSULTANT shall not specify, recommend, nor commit OWNER to purchase or install material or equipment from an entity with which CONSULTANT has financial or ownership interest without obtaining prior approval.

### 7.6 Cost and Scheduling

See **Attachment "G"** - Cost & Scheduling Systems Requirements.

The CONSULTANT shall prepare for inclusion with **Attachment "A"** a "Scope of Work and Budget" spreadsheet that is intended to represent the CONSULTANT's work plan, estimates of cost by task, and the consequent development of the "Not-To-Exceed" compensation totals for each service provided. The Spreadsheet shall identify all scheduled project tasks, assigned staff and firm, estimated labor hours for each staff by task, the cost per hour for each, reimbursable expenses, and total cost for each staff by task. Reimbursable expenses shall be totaled to correspond with each allowance indicated in Section 3. Additional columns on the spreadsheet shall provide a breakdown of project cost by CONSULTANT and subconsultant.

If specifically requested by OWNER, the spreadsheet shall also contain the direct salary rate per hour, overhead rate and profit for each staff and columns shall be totaled to identify the direct labor, overhead, and profit breakdown of each Basic Services Compensation Total indicated in Section 4 of this Agreement.

Concurrent with each monthly invoice the CONSULTANT shall submit an "Earned Value" spreadsheet in the same format as described above. This spreadsheet shall identify project cost and value earned through the date of each invoice. A pay application will not be accepted for payment processing without an appropriate and accurate identification of earned value on this spreadsheet. Each "Earned Value" spreadsheet shall correspond and agree with the project schedule updates required in **Attachment "G"**.

## **8. OWNER'S RESPONSIBILITIES**

- 8.1** OWNER will provide information regarding the requirements for the Project which will set forth OWNER's objectives, schedule, constraints and criteria.
- 8.2** OWNER will designate a representative authorized to act on the OWNER's behalf with respect to the Project. The OWNER or such authorized representative shall render, in a timely manner, decisions pertaining to documents submitted by the CONSULTANT.
- 8.3** OWNER will furnish surveys required by the Project, and not otherwise provided in the CONSULTANT's proposal, describing physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. Surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; utility services and lines, both public and private, above and below grade, including inverts and depths. Survey information will be referenced to the project benchmark.
- 8.4** OWNER will furnish the services of geotechnical engineers when such services are requested by the CONSULTANT.
- 8.5** OWNER will furnish structural, mechanical, and other laboratory and environmental tests, required by law or the Contract Documents.
- 8.6** OWNER will give prompt written notice to CONSULTANT if OWNER becomes aware of a fault or defect in the Project or CONSULTANT's nonconformance with the Contract Documents.
- 8.7** OWNER will utilize a consultant grading procedure for CONSULTANT's performance on each Milwaukee County project. The Project Manager will grade CONSULTANT's performance and share preliminary grading with the CONSULTANT. CONSULTANT will have an opportunity to review and comment on the performance report. The final report along with CONSULTANT comments will become part of the Project file and will also be added to a database tabulating all such performance ratings (see **Attachment "K"**).

## **9. AUDIT AND INSPECTION OF RECORDS**

- 9.1** Pursuant to Milwaukee County Code of General Ordinances Section 56.30, CONSULTANT shall allow Milwaukee County or any other party the County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by the CONSULTANT, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to the County. Any subcontracting by the CONSULTANT in performing the duties described under this Agreement shall subject the subcontractor and/or associates to the same audit terms and conditions as the CONSULTANT. The CONSULTANT (or any subcontractor) shall maintain and make available to the County the aforementioned audit information for no less than three (3) years after the conclusion of this Agreement.

## **10. OWNERSHIP OF DOCUMENTS**

- 10.1** Upon completion of the Project or upon termination of this Agreement, It is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that CONSULTANT has collected or prepared in carrying out this Agreement

shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by CONSULTANT under this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the OWNER (see Attachment "H").

No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

**10.2** CONSULTANT further understands that oral and written communications with OWNER regarding CONSULTANT's services under this Agreement are confidential. No aspect of CONSULTANT's services may be discussed with any individual or organization other than OWNER, unless CONSULTANT receives prior written authorization from OWNER for such discussion.

**10.3** If CONSULTANT's services are terminated prior to completion of the Project, OWNER will indemnify and hold CONSULTANT and CONSULTANT's subconsultants harmless for costs or claims for damages arising out of use of incomplete documents, interpretation, revision, alteration, or omission to the documents which are not made by CONSULTANT or subconsultants. Should OWNER reuse documents, created by CONSULTANT, the seals and certifications of CONSULTANT and subconsultants shall be invalid, shall not be used and shall be deleted and OWNER will indemnify and hold CONSULTANT and CONSULTANT's subconsultants harmless for cost or claims for damages arising out of the reuse of the documents.

## **11. EQUAL EMPLOYMENT OPPORTUNITY**

**11.1** In accordance with Section 56.17 of the Milwaukee County Code of General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, CONSULTANT certifies as to the following:

### **11.1.1 Non-Discrimination**

- .1** The CONSULTANT shall not discriminate against an employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation or disability, which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- .2** The CONSULTANT shall post in conspicuous places, available to employees, notices to be provided by the County, setting forth provisions of non-discrimination clause.
- .3** A violation of this Section 11 shall be sufficient cause for OWNER to terminate this Agreement without liability for uncompleted portion or for materials or services purchased or paid for by CONSULTANT for use in completing this Agreement.

### **11.1.2 Affirmative Action Program**

- .1** CONSULTANT shall strive to implement principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the use of women, minorities, and persons with disabilities and other protected groups, at all levels of employment in all divisions of CONSULTANT's work force, where these groups may have been previously under-used and under-represented.
- .2** In the event of dispute of compliance with these requirements, CONSULTANT shall be responsible for showing that the requirements have been met.

### **11.1.3 Affirmative Action Plan**

- .1** CONSULTANT shall certify that if it has fifty (50) or more employees, a written affirmative action plan has been filed or will be developed and submitted (within 120 days of contract award) for each establishment. File current Affirmative Action plans, if required, with one of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin,

or the Milwaukee County Department of Audit, 2711 West Wells Street, 9th Floor, Milwaukee, Wisconsin 53208. If a current plan has been filed,

indicate where filed \_\_\_\_\_ and the year covered \_\_\_\_\_.

- .2 The CONSULTANT shall require lower-tier subcontractors who have fifty (50) or more employees to establish similar written affirmative action plans.

#### **11.1.4 Non-Segregated Facilities**

CONSULTANT shall certify that it does not and will not maintain or provide segregated facilities for employees at its establishments, and that employees are not permitted to perform their services at a location under its control where segregated facilities are maintained.

#### **11.1.5 Subconsultants**

CONSULTANT shall certify that certifications regarding non-discrimination, affirmative action program, and non-segregated facilities have been obtained from proposed subconsultants that are directly related to contracts with Milwaukee County, if any, prior to the award of subcontracts, and that such certification will be retained.

#### **11.1.6 Reporting Requirement**

Where applicable, CONSULTANT shall certify compliance with reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60 (Equal Opportunity Employment).

#### **11.1.7 Employees**

CONSULTANT shall certify that \_\_\_\_\_ employees are in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee, and Washington, Wisconsin) and that it has \_\_\_\_\_ employees in total.

#### **11.1.8 Compliance**

CONSULTANT shall certify that it is not currently in receipt of outstanding letters of deficiencies, show cause, probable cause, or other notification of non-compliance with EEO regulations.

### **12. TERMINATION OF AGREEMENT**

- 12.1 This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 12.2 This Agreement may be terminated by the OWNER without cause upon at least seven (7) days' written notice to CONSULTANT.
- 12.3 OWNER's obligation for CONSULTANT's services rendered to the date of termination shall be for that proportion of fee earned, plus retainage and authorized Reimbursable Expenses.
- 12.4 In the event of termination completed or partially complete work materials prepared by CONSULTANT in conduct of this Agreement shall be provided to and become the property of OWNER.
- 12.5 This Agreement shall terminate on December 31 of the calendar year in which the Agreement was executed, unless mutually extended in writing.

### **13. SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the OWNER, the CONSULTANT, and their respective successors, assigns, and legal representatives. Neither shall assign, sublet, nor transfer its interest in this Agreement without the prior written consent of the other.

**14. APPLICABLE LAW**

This Agreement shall be governed by the Laws of the State of Wisconsin.

**15. INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between OWNER or its successors or assigns and CONSULTANT or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, CONSULTANT is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

**16. PROHIBITED PRACTICES**

**16.1** CONSULTANT during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of CONSULTANT, has a conflict of interest with Milwaukee County.

**16.2** CONSULTANT hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

**17. EXTENT OF AGREEMENT**

**17.1** This Agreement represents the entire and integrated Agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be superseded by provisions of contracts for design or construction and may be amended only by a written instrument signed by both the OWNER and the CONSULTANT.

**17.2** Nothing contained herein shall be deemed to create any contractual relationship between the CONSULTANT and any of the contractors, subcontractors, or material suppliers on the Project; nor shall anything contained herein be deemed to give any third party any claim or right of action against the OWNER or the CONSULTANT which does not otherwise exist without regard to this Agreement.

# DISADVANTAGED BUSINESS ENTERPRISE ("DBE") REQUIREMENTS

- 18.1 All bidders/proposers shall comply with CFR 49, Parts 23 and 26, and Chapter 42 of the Milwaukee County Code of General Ordinances, which require all bidders/proposers to show Good Faith Efforts ("GFE") toward achieving the assigned DBE\* goal on all County contracts with a DBE goal. In accordance with County policies and USDOT requirements, the contractor/consultant shall ensure that DBEs have an opportunity to participate on this contract.
- 18.2 **DBE Contract Goal:** Contractor/consultant shall utilize DBE firms to a minimum of \_\_\_\_\_% of the total contract amount, or document the good faith efforts made to meet that goal, on this contract. The DBE participation goal relative to contract award shall be based upon the approved **Commitment to Contract with DBE (DBE-14)** form. Contractors/consultants receiving additional work on the contract, e.g. change orders, addendums, etc., shall be expected to increase DBE participation proportionally.

## DURING SOLICITATION PROCESS

- 18.3 The Milwaukee County Department of Community Business Development Partners ("CBDP") will make the determination as to whether a contractor/consultant has made a good faith effort to achieve the assigned DBE participation goal by doing either of the following:
- a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized **Commitment to Contract with DBE (DBE-14)** form documenting sufficient DBE participation; or
  - b. Documenting the GFE made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation, which will include a signed and notarized **Commitment to Contract with DBE (DBE-14)** form documenting the DBE participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited, under 49 CFR, Part 26, from ignoring *bona fide* good faith efforts when making determinations on requests for waiver of the DBE goal requirement, in whole or part. Good faith effort determinations shall be made by CBDP based upon contractor/consultant showing of good faith efforts on a contract-by-contract basis.
- 18.4 Contractor/consultant shall submit with its bid/proposal, the completed **subcontractor / subconsultant / supplier information sheet (DBE-02)** and signed and notarized **Commitment to Contract with DBE (DBE-14)** forms. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms.
- 18.5 The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not GFE to meet the DBE participation contract goal. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).
- 18.6 In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal. A request for administrative reconsideration must be sent within three (3) days of receiving written notice of the failure to meet the GFE requirement. The request should be sent to:

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\* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by the State of Wisconsin UCP under CFR, 49 Part 26.

Milwaukee County – City Campus  
CBDP, Room 830  
2711 West Wells Street  
Milwaukee, WI 53208

- 18.7 Listing a DBE on the **Commitment to Contract with DBE (DBE-14)** form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the contractor/consultant will enter into a contract agreement with the DBE firm(s) listed on the **Commitment to Contract with DBE (DBE-14)** form for the work and price set forth thereon. This agreement must be submitted to CBDP within seven (7) days from receipt of the **Notice to Proceed**.
- 18.8 Contractors/consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline will be counted towards the satisfaction of the assigned DBE goal. If a bidder/proposer wishes to utilize a DBE firm certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. If you need clarification or assistance related to certified DBE firms, contact CBDP at (414) 278-4747.
- 18.9 When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request any documentation from both the contractor/consultant and any listed DBE firms. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

#### FOLLOWING CONTRACT AWARD

- 18.10 The contractor/consultant shall prepare and submit accurate and timely forms and reports on DBE utilization after contract award. These shall include, but not be limited to **DBE Utilization Report (DBE-16)** forms, and other forms as directed. Failure to submit forms and reports with requests for payment will result in denial of payment, or other sanctions deemed appropriate by the County, including those listed under Section 18.11, below.
- 18.11 When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and the DBE firm(s), documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CBDP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
- a. Terminate or cancel the contract, in whole or in part;
  - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;
  - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CBDP of less than adequate good faith efforts on the part of the contractor/consultant; and/or
  - d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount,

Milwaukee County may bring suit to recover damages up to the amount of the unmet commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

- 18.12 Contractor/consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP, through the application of 49 CFR, §26.55(c), will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- 18.13 Contractor/consultant is required to notify CBDP if its DBE contractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.
- 18.14 Contractor/consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the contractor/consultant has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. If needed, contractor/consultant must submit a written request for substitution, including the reason for the request and the log, to its DBE contractor and forward a copy to CBDP. Approval must be obtained from CBDP prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the contractor/consultant.
- 18.15 **Requests for Payment:** A ***DBE Utilization Report (DBE-16)*** form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. The County Project Manager/Administrator will reject requests for payment that are not in compliance with this section.
- 18.16 **Final Payment Verification:** The contractor/consultant shall submit the ***Contract Close-Out DBE Payment Certification (DBE-18)*** and the final ***DBE Utilization Report (DBE-16)*** along with its final request for payment. The County Project Manager/Administrator will not process the final request for payment if these required reports are not included.
- 18.17 Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.



If your firm does not possess a FAR audit certified rate, please complete the following:

**Overhead Rate = \_\_\_\_\_ (Without Profit)**

\_\_\_\_\_ does not have an audit-certified  
(Name of Firm)

The above rate calculation, which includes all non-direct costs considered to be proper and appropriate to the provision of professional services covered by this Annual Consultant Agreement for Professional Services, was prepared in accordance with the standards of:

\_\_\_\_\_  
(Accounting Practice Used)

It is understood and agreed that no direct charge will be made for labor or expenses included in the Overhead Rate Factor.

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

Title: \_\_\_\_\_

**MILWAUKEE COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION**

**GUIDELINES FOR REIMBURSABLE EXPENSES**

**GENERAL.**

Milwaukee County reimburses consultants under contract for expenses in connection with authorized out-of-town travel; long distance communications; fees paid to approving authorities; reproductions which are products of service; requested renderings, presentation models and mockups; and the expenses of requested additional insurance coverage. There may be other qualifying reimbursable expense items if the project or circumstances are unique and terms concerning them are contained in an approved and signed contract. These guidelines are intended to clarify the County's general policies concerning payments for reimbursable items.

**DEFINITION.**

Reimbursable expenses are out-of-pocket expenses incurred by the consultant and consultant's employees in direct support of the project. Over and above compensation for Basic and Additional Services, they are unique and non-recurring costs. By their nature, the cost is not predictable in advance of occurrence. Approved reimbursable expenses are billed at the same cost paid by the consultant and are not subject to retainage provisions found in Milwaukee County service agreements.

**DOCUMENTATION.**

Most reimbursables can be documented by presenting a copy of the original sales slip or invoice clearly highlighted, dated, and labeled with the appropriate job number/name and person incurring the expense. When the original charge has been recorded on an employee expense log, an in-house printing or copy log, or on a phone bill printout, for examples, a copy of the appropriate log or journal can be submitted as long as the costs are clearly highlighted, dated and labeled. All documentation must be attached to a cover sheet which itemizes and sub-totals the charges, by type. The documentation and cover sheet is attached to the consultant's monthly invoice.

**REIMBURSABLES BUDGET ALLOWANCE.**

All agreements shall establish a pre-approved budget allowance for the total out-of-pocket reimbursable expenses of consultant's. Changes to the approved allowance total require a written amendment to the consultant's contract. As part of final contract negotiations, the consultant shall prepare an itemized budget estimate for reimbursables for review and approval by the County. Special care should be taken to differentiate those out-of-pocket expenses that will be initially borne by the consultant and those that will be paid directly by the County (under a separate County Services line item in the project budget).

**AUTHORIZED OUT-OF-TOWN TRAVEL.**

Reimbursable travel expenses can accrue for both travel to and from Milwaukee for work in connection with a project if that travel involves a distance greater than a 100 mile radius from Milwaukee **or if the consultant's working office is more than 100 miles from Milwaukee.** Milwaukee County will reimburse consultant's for reasonable expenses incurred for such transportation, subsistence and lodging. Mutual agreement about what constitutes an authorized travel expense begins at the time of contract negotiations when the budget for these items is established and continues as the project proceeds. Milwaukee County policy is to pay for essential, not luxury, services.

Whenever possible, air travel dates should be planned in advance to take advantage of the lowest coach fares available on connecting airlines; Milwaukee County does not pay for first-class or business-class travel.

Daily rental car rates are rarely competitive with airport van or taxi fares to and from the airport, hotel and project meeting sites. Consultants should confer with Milwaukee County's project manager regarding the most reasonable and cost-effective means for transportation while in Milwaukee.

If traveling by personal car, the total mileage may be charged at the prevailing cost per mile rate allowed by the Internal Revenue Service. Highway tolls and parking fees for out-of town consultants are also reimbursable, if properly documented and if the consultant's office is more than 100 miles from Milwaukee.

Meals reimbursement qualifies if the consultant's employees are required to eat in restaurants in connection with an out-of-town (100 mile radius) visit/trip directly in service of the project. The consultant's choice of restaurants should be modest in every circumstance. Milwaukee County does not pay for meals taken in first-class restaurants, for cocktails, or for entertaining guests or in-town project team members. Milwaukee County discourages the scheduling of a business meeting over a meal period, thus avoiding the question of which meals might be authorized for reimbursement. Check with Milwaukee County's project manager if you are uncertain about which kind of meal expenditure might be disallowed.

Lodging costs at medium-priced accommodations will be approved. Deluxe accommodations and charges involving personal services of any kind will be disallowed.

#### LONG DISTANCE COMMUNICATIONS.

Milwaukee County will reimburse the consultant for properly documented long distance telephone tolls made for project business.

#### FEES PAID TO APPROVING AUTHORITIES.

Milwaukee County will reimburse the cost of fees paid for securing the approval of authorities having jurisdiction over the project. Consultants should plan for this expense in advance, because cutting County checks to coincide with dates of submittal cannot usually be done. The County will accept, however, an out-of-sequence invoice covering an unusually high plan exam fee in order to minimize the inconvenience to the consultant.

#### REPRODUCTIONS AND REPROGRAPHICS.

The cost of drawings, specifications, reports, exhibits and other documents which are products of service are reimbursed with proper documentation. Charges for postage, handling and shipping of reproductions are considered overhead expenses and are not reimbursed. Bid sets, which are often the most expensive segment of the out-of-pocket expense paid by the consultant, are sometimes contracted for by the County on larger jobs that could benefit from competitive bidding for that service. Consult with the County project manager if the furnishing of bid sets is not specifically excluded from consultant's reimbursable allowance budget.

#### ADDITIONAL INSURANCE.

When additional insurance coverage or limits, over and above that normally carried by a consultant is specifically requested by the County, the County will reimburse that additional premium cost. Specific documentation will be requested by the County project manager if this expense qualifies as reimbursable.

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

**INVOICE FOR CONSULTING SERVICES**  
(Lump Sum Contract Form)

Invoice # \_\_\_\_\_

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

Project Title: \_\_\_\_\_

Project No. \_\_\_\_\_

Consultant: \_\_\_\_\_

Services for the Month Ending: \_\_\_\_\_

1.) BASIC SERVICES (**Attachment "D-2"**):

2.) REIMBURSABLE EXPENSES (**Attachment "D-2"**):  
(Attach itemization and back-up copies of all charges)

3.) ADDITIONAL SERVICES (**Attachment "D-3"**):  
(Attach itemization for each service by name, classification, direct salary rate  
x O.H. factor x man hours)

**TOTAL THIS MONTH:**

**LESS:** Retainage @ 5% (On Items 1. & 3. Only). . . . .

**CURRENT PAYMENT DUE:** \_\_\_\_\_  
(Attach continuation sheet, D-2, on job status)

Approved for billing:

Approved for Milwaukee County  
Department of Administrative Services  
Facilities Management Division:

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION**  
**CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS**  
 PROJ. NO. \_\_\_\_\_  
 CONSULTANT: \_\_\_\_\_ INVOICE #: \_\_\_\_\_

Basic Services	Fee limit Per Phase/or Totals	Previously Billed	Billed This Month	Percent complete(%)	Total Billed To Date	Retainage To Date	Balance to Completion
Program, Master Plan							
Schematic Des							
Design Dev.							
Contract Doc.							
Bidding							
Const. Admin.							
Sub Total							
Reimbursables (itemize)	\$			-N.A.-		-N.A.-	
Subtotal							
Additional Services (itemize) INCR. _____	\$						
Sub-Total							
Totals							

**MILWAUKEE COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION**

**INVOICE FOR ADDITIONAL CONSULTING SERVICES ONLY**  
(Multiple of Direct Salary Rate Form)  
(One FORM "D-3"/Ea. Increase/Billing)

Invoice # \_\_\_\_\_

Fee Incr. # \_\_\_\_\_

Fee Incr. Total \$ \_\_\_\_\_

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

Project Title: \_\_\_\_\_

Project No. \_\_\_\_\_

Consultant: \_\_\_\_\_

Services for the Month Ending: \_\_\_\_\_

**1.) CONSULTANT LABOR (Refer to approved Manpower Direct Salary Rate & O.H. Factor Schedule)**

Name	Classification	Direct Sal. Rate/Hr.	OH Factor	Man Hrs	Cost
_____	_____	\$ _____ x	_____ x	_____ =	_____
_____	_____	\$ _____ x	_____ x	_____ =	_____
_____	_____	\$ _____ x	_____ x	_____ =	_____
_____	_____	\$ _____ x	_____ x	_____ =	_____
_____	_____	\$ _____ x	_____ x	_____ =	_____
_____	_____	\$ _____ x	_____ x	_____ =	_____

**Sub-total** \_\_\_\_\_

**2.) SUBCONSULTANTS**  
(Attach itemizations in same form as above)

**Sub-total** \_\_\_\_\_

**3.) REIMBURSABLE EXPENSES:**  
(Attach itemization and backup copies of all charges)

**Sub-total** \_\_\_\_\_

**TOTAL THIS MONTH:**

**LESS:** Retainage @ 5% (On Items 1. & 2. Only). . . . .

**CURRENT PAYMENT DUE:** \_\_\_\_\_  
(Attach continuation sheet on job status)

Approved for billing:

Approved for Milwaukee County  
Department of Administrative Services  
Facilities Management Division:

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## COMMITMENT TO SUBCONTRACT WITH DBE FIRMS

Project No. \_\_\_\_\_ Project Title: \_\_\_\_\_

Total Contract Amount (\*) \$ \_\_\_\_\_ DBE Goal: \_\_\_\_\_ (\*)

Subcontract Agreements with DBE firm(s) MUST be submitted within ten (10) days from receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE \_\_\_\_\_ Total % \_\_\_\_\_

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm \_\_\_\_\_ intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable federal, state, or local laws.

\_\_\_\_\_  
Signature of Authorized Representative      Print/Type Name of Authorized Representative      Date

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

\_\_\_\_\_  
Signature of Notary Public      State of \_\_\_\_\_, My Commission expires \_\_\_\_\_

[SEAL]

CBDP APPROVAL

\_\_\_\_\_  
Signature      Date

\* Exclude all allowances  
 \*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CDBP USE ONLY: (A) \$ \_\_\_\_\_  
 (V) \$ \_\_\_\_\_ Total % \_\_\_\_\_

\* Exclude all allowances  
 \*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

CBDP APPROVAL:

\_\_\_\_\_  
Signature      Date

MILWAUKEE COUNTY  
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE  
COMMITMENT TO SUBCONTRACT TO *DBE* FIRMS FORM  
ADDITIONAL INSTRUCTIONS/REQUIREMENTS

INSTRUCTIONS:

1. In accordance with the new DBE Regulations, 49 CFR 26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5210

ADDITIONAL INFORMATION/REQUIREMENTS:

1. ALLOWANCES (Construction Related). During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. CHANGE ORDERS. Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. WRITTEN CONTRACTS WITH DBEs. In order to avoid problems at a later date, CBDP Office requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. *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 the Affidavit will be grounds for termination of your contract.
4. DBE UTILIZATION REPORTS. A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS. The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Division if DBE subcontractors will further 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 fee or commission will be counted for DBE crediting.
6. PAYMENT APPLICATIONS. DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT (414) 278-5248



**SUBMIT WITH ALL YOUR  
PAYMENT APPLICATIONS**

**DISADVANTAGED BUSINESS ENTERPRISE**

**PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT\***

NAME OF CONSULTANT: \_\_\_\_\_ TELEPHONE NO. ( ) \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
 PROJECT TITLE: \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

TOTAL CONTRACT \$ AMT \_\_\_\_\_ TOTAL CONTRACT PAYMENT YTD \$ \_\_\_\_\_ CONTRACT % COMPLETE \_\_\_\_\_  
 TOTAL DBE CONTRACT \$ AMT \_\_\_\_\_ TOTAL DBE PAYMENT YTD \$ \_\_\_\_\_ DBE % COMPLETE \_\_\_\_\_\*\*

COUNTY PROJECT/CONTACT PERSON: \_\_\_\_\_ TELEPHONE NO. ( ) \_\_\_\_\_  
 REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_ 20 \_\_\_\_\_ FINAL REPORT: ( ) Yes ( ) No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub CONSULTANTS or suppliers in the last period.

NAME OF DBE FIRM	SUB-CONTRACT \$ AMOUNT	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
 (Name & Title)

\*Directions for completion of report - see reverse side

\*\*If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

## DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

1. Prime Consultant's registered company name.
2. Prime Consultant's business telephone number.
3. Prime Consultant's business address.
4. City in which Prime Consultant firm is located.
5. State in which Prime Consultant is located.
6. Zip code for Prime Consultant's place of business.
7. Name of County Project.
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded Prime Consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subconsultants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the Project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subconsultants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subconsultant for the period being reported.
19. The total dollar amount paid to each DBE subconsultant to date (cumulative). As an example—if the report covers the first payment to a DBE subconsultant, 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 subconsultant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime Consultant's staff that actually prepared the report.
22. Prime Consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to: CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP OFFICE AT (414) 278-5248

D-16 FORM

MILWAUKEE COUNTY  
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE  
PROFESSIONAL SERVICES DBE SUBCONSULTANT PAYMENT CERTIFICATION

"DBE" SUBCONSULTANT PAYMENT CERTIFICATION

This form must be attached to the final Certificate for Payment Request by Primary Contractor

County Department Issuing Contract/Project: \_\_\_\_\_

Contract/Project Title: \_\_\_\_\_

DBE Firm: \_\_\_\_\_

Project No. \_\_\_\_\_ Project Name: \_\_\_\_\_

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

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

Date \_\_\_\_\_, 20\_\_\_\_.

**\*SECTION (B) BOTH PRIME CONTRACTOR AND DBE COMPANY COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE SUBCONTRACTORS 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 subcontract work on the above referenced project.

Date \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Prime Contractor's Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(DBE Subcontractor Signature)

\_\_\_\_\_  
(Print Name & Title)

Form DBD-18

**MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION**

**COST & SCHEDULING SYSTEM REQUIREMENTS**

**GENERAL**

SureTrak and Expedition are software packages produced by Primavera Systems, Inc. This software, in addition to Microsoft Project, is used by Milwaukee County.

Requirements According To Agreement Size

Schedule and control services using Sure Trak or Microsoft Project software are required for this project to the degree listed below:

- A. For consultant services agreements with fees up to \$50,000, FACILITIES MANAGEMENT DIVISION staff will enter schedule and control information on FACILITIES MANAGEMENT DIVISION's contract management information system. Prime Consultant shall provide scheduling information requested by FACILITIES MANAGEMENT DIVISION according to the needs of the project.
- B. For consultant agreements with a fee range from \$50,000 to \$500,000, Prime Consultant shall use Microsoft Project and provide scheduling information determined necessary by FACILITIES MANAGEMENT DIVISION according to the needs of the project. Milwaukee County will use Primavera Contract Manager for contract cost control.
- C. For consultant services contracts over \$500,000, consultant shall use Microsoft Project and provide scheduling information determined necessary by FACILITIES MANAGEMENT DIVISION according to the needs of the project. Milwaukee County will use Primavera Contract Manager for contract cost control.

**SCHEDULE DEVELOPMENT**

Before work begins, the Prime Consultant shall prepare a Baseline Schedule of the work scope in Critical Path Method form. Milwaukee County will furnish an activity coding format to facilitate reports and graphics used in project management activities. The Prime Consultant shall submit the completed schedule for review and approval (cd disc format or electronic mail) by FACILITIES MANAGEMENT DIVISION's project manager. The review will confirm the following: that the schedule is complete and reflects a realistic work plan; that the total schedule costs equal the contract values; that there is a defined, justifiable critical path with design activity durations subdivided into periods less than 20 working days or \$10,000 value; that responsible parties are assigned; and that all the key project milestone dates are recorded. Milwaukee County approval of the Baseline Schedule is required before any pay request from the Prime Consultant can be processed.

The consultant is responsible for information required to develop the schedule. Content includes work operations, sequencing, activity breakdown and time estimates. Milwaukee County may require additional schedules or reports to verify timely completion of scheduled activities and project milestones.

On a monthly basis, the consultant shall review the schedule and report on actual performance, i.e., the actual start and finish dates and durations, work performed since the last update, description of problem areas, delaying factors and their impacts, and corrective actions taken. The Prime Consultant shall also update the current schedule, identifying changes in network logic, work sequences and durations needed to meet contract requirements, and contract time adjustments, when authorized by Milwaukee County. Each schedule update will be submitted to the County project manager for approval on 3.5" discs or through electronic mail, concurrent with submittal of consultant's monthly invoice for professional services. Pay applications will not be processed if updated schedule with all information required is not submitted. Copies of approved schedule updates shall be distributed to other members of project teams with instructions to recipients to promptly report discrepancies and problems anticipated by projections shown in the schedule.

**MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION**

**RECORD DOCUMENT STANDARDS FOR PROFESSIONAL SERVICES  
SECTION H – 2013**

**I. RECORD DOCUMENTS**

The Prime Consultant shall prepare and file record documents of the project with Milwaukee County FACILITIES MANAGEMENT DIVISION – DAS as per this attachment. Prime Consultant agreement close-out and final payment will be contingent on approval of complete record document submittal by Prime Consultant.

**II. ELECTRONIC MEDIA REQUIREMENTS**

A. Produce Project Manuals, Reports, and other permanent records in an electronic word processing format that can be read by Microsoft Office 2000. Produce Project Manual technical sections in Milwaukee County format. Obtain electronic formats for Project Manual technical sections through the Architect/Engineer of record for the Project or John Bunn (414-278-3921).

These materials shall be submitted on a CD-ROM that adheres to ISO 9660 CD, or CD-ROM XA (Mode 2) format for multi-session CD-ROM.

B. CADD drawings shall be produced in AutoCAD 2011 software, and be capable of residing on an IBM-compatible Pentium computer utilizing Windows 2000 or Windows XP operating systems. **Drawings submitted in DXF format will NOT be accepted.**

The consultant shall use AutoCAD 2011 for AutoCAD engineering drawings.

Obtain Milwaukee County drawing format standards (TITLE BLOCK DRAWING) by contacting the Architect/Engineer of record for the project or FACILITIES MANAGEMENT DIVISION, DAS Support Services (278-4829)

AutoCAD drawings shall be submitted on a CD which adheres to ISO 9660 CD, or CD-ROM XA (Mode 2) format for multi-session CD-ROM.

**III. AUTOCAD DRAWING STANDARDS**

The Prime CONSULTANT and his/her sub-CONSULTANTS shall prepare AutoCAD drawings in accordance with the following document standards:

A. Xref Files, Image Files, Blocks and 3<sup>rd</sup> Party Fonts

1. XBIND all Xref'd files to their drawing(s). Each individual electronic graphic document must be submitted in a single file format without any external files attached.
2. Insert all image files in Final Drawing
3. A document created with multiple files **MUST NOT SHARE LAYER NAMES** among the files.
4. Provide a **SINGLE DRAWING FILE** for each Drawing Sheet.
5. While working in Paper Space, **TURN ON VIEW LOCK** to prevent your viewport view from being accidentally altered while moving between Paper Space and Floating Model Space mode.
6. Purge all drawing files of all unused entities—Blocks, Layers, Fonts
7. "READ-ONLY" and "LOCKED" drawing files will not be accepted.

B. It is PREFERRED that all final drawings are submitted in Model Space. However, final drawings may be submitted in Paper Space as long as AutoCAD Drawing Standards A-1 thru A-7 are adhered to.

- C. Consultants shall utilize the following Milwaukee County drawing format standards:
1. standard text set-up and dimension set-up (**Attachment H-20**)
  2. standard drawing conversion scale (**Attachment H-21**)
  3. standard title block (**see item C-6**)
  4. the standard AutoCAD font to be used is **ROMANS.shx**
  5. Sheet sizes to be used, on BOND PAPER, are:

<u>Architectural:</u>	<u>Engineering:</u>
A = 9" x 12"	Ansi A = 8-1/2" x 11"
B = 12" x 18"	B = 11" x 17"
C = 18" x 24"	C = 17" x 22"
D = 24" x 36"	D = 22" x 34"
E = 36" x 48"	E = 34" x 44"

6. Text and dimension set-up, drawing conversion scale, title blocks, and border are imbedded in Title Block Drawing (**available on diskette**). Contact Alma Guzman, FACILITIES MANAGEMENT DIVISION – DAS Support Services (414-278-3986).

- D. Drawing Sheet numbers and electronic drawing files shall consist of the following:

1. Alphanumeric discipline designation
  - A** - Architectural, Interiors and Facilities Management
  - C** - Civil Engineering and Site Work
  - E** - Electrical
  - EV** - Environmental
  - F** - Fire Protection
  - L** - Landscape Architecture
  - M** - Mechanical
  - P** - Plumbing
  - S** - Structural

2. A maximum of 3 characters for sheet number

Example: A101.dwg

		Sheet number
		Discipline

- E. The DOS 8+3 naming convention shall be used for all Drawing Sheet numbers *and* electronic drawing files (e.g., A101.dwg).
- F. Consultants shall utilize the **AIA**, or Milwaukee County Standard Layer Index, including color and line-type (**Attachments H-6 through H-19**); **OR** for approval of your firm's standard layer index, contact your Milwaukee County Project Manager to arrange approval by AE&ES.
- G. The room attributes shall be provided on all AutoCAD building plans. Window attributes shall be shown on elevation drawings. The following attribute data shall be included:
  1. **Rooms**  
Room number (serves as the room tag)  
Dimensions (length, width, height)
  2. **Doors**  
Tag number  
Door size  
Frame size  
Fire rating

3. **Windows**

- Tag number
- Size
- Glazing
- Framing material

**IV. DOCUMENT REQUIREMENTS**

A. **Design Documents:** Prepare and submit the following documents to the DPW-Records Management Office with a copy of the transmittal letter submitted to the respective Project Manager:

- 1. City/State Approved Drawings (1) original set
- 2. Bid Set Drawings (1) set BOND PAPER (marked as "ORIGINAL")  
(1) set electronic file
- 3. Project Manual and Detail Manual (1) set hard copy  
(1) set electronic file

B. **As-Built/Record Documents:** Prepare and submit the following record documents to the DPW-Records Management Office with a copy of the transmittal letter submitted to the respective Project Manager:

- 1. As-Built/Record Drawings (2) sets BOND PAPER (marked as "ORIGINAL")  
(1) set electronic file
- 2. Project Manual and Detail Manual (2) sets hard copy  
(1) set electronic file
- 3. Operating/Maintenance Manuals (3) sets hard copy

The Prime Consultant and his/her subconsultants shall prepare and submit the required As-Built/Record Drawings and Project Manuals in accordance with the following procedures:

- 1. Obtain from each Prime Contractor marked-up prints, clarification drawings, shop drawings and/or any other data showing significant changes in the work made during the construction phase, including all changes described in the original addenda.
- 2. Update the original electronic drawings and project manuals by transferring all addenda and field changes from the contractor's marked-up documents, describing significant changes to the original drawings and project manuals.

The Prime Consultant shall list all revisions on each drawing and identify each revision with boundaries. Each drawing shall be labeled **AS-BUILT/RECORD DRAWINGS** and **PROJECT and DETAIL MANUAL**, and have them dated and signed by the Principal in Charge.

- 3. The end product shall consist of a composite set of Record Drawings and Project Manuals accurately showing the as-built, on-site conditions of the entire project.

C. **Studies/Analysis/Survey Reports:** Prepare and submit the following documents to the DPW-Records Management Office with a copy of the transmittal letter submitted to the respective Project Manager:

- 1. Final Approved Report (2) sets hard copy  
(1) set electronically produced

**V. FINAL DOCUMENT REQUIREMENTS FOR ELECTRONIC MEDIA**

The Prime Consultant and his/her subconsultants shall prepare and submit:

- A. A Drawing Directory consisting of a drawing index, in hard copy and on electronic media, that is sorted by:

1. Property (Site)
2. Building
3. Discipline

and shall include:

1. Milwaukee County Project Number
  2. Milwaukee County Site I.D. and Building I.D.
  3. Milwaukee County Drawing Name and Description
  4. Sheet number
  5. Text Style
  6. Image Files
  7. 3<sup>rd</sup>-Party Fonts
  8. **Layer Log** for each Drawing Sheet including layer name, state (on/off), color, line-type, defined blocks, user blocks, dependent blocks and unnamed blocks.
- B. Detail Drawings produced as a MANUAL shall include a Drawing Index consisting of the detail title and/or description, and identification number sorted by discipline and page number. The Drawing Index shall be submitted in hard copy and shall be incorporated in the Detail Manual.
- C. Consultants shall also submit correspondence outlining all special loading or start-up procedures required to generate the drawings for viewing, manipulating and editing on Milwaukee County FACILITIES MANAGEMENT DIVISION – DAS's CADD system (AutoCAD 2011).
- D. Consultants shall label the CD-ROM identifying:
1. Project Number
  2. Project Title with Site I.D. and Building I.D.
  3. Name of Consultant Firm and Principal in Charge
  4. Date
- E. Consultants may insert their logos on Milwaukee County's Standard Cover Sheet with PRIOR APPROVAL from the Architect/Engineer of record for the project.

Submit the Project Cover Sheet Layout to the Architect/Engineer of record for review and approval. Consultants **MAY NOT** insert their logos on the Project Drawing Sheets. The consultant's name may be inserted in the designated space provided within Milwaukee County's Standard Title Block.

**SUBMIT TO:**

**MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES – FACILITIES MANAGEMENT  
DIVISION - RECORDS  
CITY CAMPUS BUILDING COMPLEX  
2711 WEST WELLS STREET – FOURTH FLOOR  
MILWAUKEE, WI 53208  
ATTN: Alma Guzman  
(Phone: 414-278-3986)**

**MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION**

**COMPLETE LISTING OF SUBCONSULTANTS**

(To Be Completed by Prime Consultant)

Date: \_\_\_\_\_  
 Project Title: \_\_\_\_\_  
 Project No. \_\_\_\_\_  
 Prime Consultant: \_\_\_\_\_

In the execution of the subject Prime Consultant Agreement, I/We propose to use the following subconsultants:

<u>No.</u>	<u>Name &amp; Address</u>	<u>Type of Service</u>	<u>Principal Contact</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

For Milwaukee County  
 Department of Administrative Services  
 Facilities Management Division

For Prime Consultant:

Approved (No.'s): \_\_\_\_\_

Rejected/Resubmit (No.'s): \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title -- Project Manager

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

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

Project Title: \_\_\_\_\_

Project No. \_\_\_\_\_

Prime Consultant: \_\_\_\_\_

This is to certify that I/We:

Subconsultant Name: \_\_\_\_\_

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

\_\_\_\_\_

Shall provide the following subconsulting services to the above named Prime Consultant:

Type of Services: \_\_\_\_\_

\_\_\_\_\_

We also certify that if I/We are approved for this Project, we shall be bound by all the applicable terms and conditions, including the "Audit and Inspection of Records" requirements, required of the Prime Consultant. No work shall be started until we have an executed Agreement with the Prime Consultant incorporating all of the above requirements.

**SUBCONSULTANT**

\_\_\_\_\_  
Subconsultant's Name

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

\_\_\_\_\_  
Signature

If Principal is a Corporation  
IMPRINT CORPORATE SEAL

\_\_\_\_\_  
Title

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT AGREEMENT CLOSEOUT CHECKLIST

Consultant: \_\_\_\_\_

Project: \_\_\_\_\_ Project No. \_\_\_\_\_

Agreement (contract) No. \_\_\_\_\_ Effective Date: \_\_\_\_\_

C.B. File No. \_\_\_\_\_ Reference No. \_\_\_\_\_ Account No. \_\_\_\_\_

Type Agreement: A: \_\_\_\_\_ B: \_\_\_\_\_ (Annual) C: \_\_\_\_\_ D: \_\_\_\_\_

Consultant Selection Documentation in File: \_\_\_\_\_ Yes \_\_\_\_\_ No

**These deliverable items from the CONSULTANT must be in the FACILITIES MANAGEMENT DIVISION Project (JOB) File:**

A. Final Project Program Report (Sec. 3.1.3), (*scope of project as agreed by all parties*)

B. Final Estimate of Probable Construction Costs (Sec. 3.4.2), (*submitted before bid process begins*)

C. Copies of all State and Local Plan Examination approvals and receipts for paid application fees (Sec. 3.5.2.2)

D. Project Manual and all addendum originals (Sec. 3.4.2, 3.5.2.3)

E. Written recommendation as to Substantial Completion and final acceptance of the project (Sec. 3.6.2, 5.4.1.1) (AIA Form G704)

F. Written confirmation of compliance of the Work with Contract Documents (Sec. 3.6.2) (WI Commercial Bldg. Code, Form SBDB-9720)

G. Final updated cost loaded schedule (Attachment "G-1")

H. Record documents (**Attachment "H-1"**) are accessible and useable \_\_\_\_\_  
(Mike Zylka)

I. Operation and maintenance manuals and data (*CONSULTANT approved*)

J. Confirmation of Site Clean-up (*i.e., environmental or geotechnical soil cuttings, purge water*)

K. DBE Participation (Attach Approved Final Utilization Report): DBD-016PS, DBD-018PS

All of the above items applicable to this project have been submitted.

Prime CONSULTANT Signature: \_\_\_\_\_

County Project Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Score: \_\_\_\_\_

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT EVALUATION FORM

Consultant: \_\_\_\_\_

Consultant P.M. \_\_\_\_\_

Project Title: \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Evaluation Form Completed By: \_\_\_\_\_

Basic Services Provided By the CONSULTANT: \_\_\_\_\_

**Please circle appropriate response**  
**Performance Assessment:**

I. Quality of Work:

- ( 4 ) Satisfied/Above Average
- ( 3 ) Acceptable/Average
- ( 2 ) Marginally Acceptable/Below Average
- ( 1 ) Unacceptable

Comments: \_\_\_\_\_

II. Adherence to Schedule/Timeliness/Responsiveness:

- ( 4 ) Satisfied/Above Average
- ( 3 ) Acceptable/Average
- ( 2 ) Marginally Acceptable/Below Average
- ( 1 ) Unacceptable

Comments: \_\_\_\_\_

III. Budget Management/DBE Compliance:

- ( 4 ) Satisfied/Above Average
- ( 3 ) Acceptable/Average
- ( 2 ) Marginally Acceptable/Below Average
- ( 1 ) Unacceptable

Comments: \_\_\_\_\_

Additional comments: \_\_\_\_\_

**Composite Score = I + II + III / 3**

IN WITNESS WHEREOF, this Agreement executed the date and year first above written.

**MILWAUKEE COUNTY**

\_\_\_\_\_  
Don Tyler, Director  
Department of Administrative Services

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

\_\_\_\_\_  
Gregory G. High, Director  
AE&ES Section  
Facilities Management Division, DAS

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

**CONSULTANT**

\_\_\_\_\_  
Consulting Firm's Name

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

\_\_\_\_\_  
Signature

If Principal is a Corporation  
IMPRINT CORPORATE SEAL

\_\_\_\_\_  
Title

***Approved as to form and independent status:***

***Reviewed by:***

By: \_\_\_\_\_  
Kimberly Walker  
Corporation Counsel

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

By: \_\_\_\_\_  
Cindy VanPelt  
Risk Management

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

***Approved with regards to County Ordinance Chapter 42:***

By: \_\_\_\_\_  
Nelson Soler, Interim Director  
Community Business Development Partners

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

## ATTACHMENT: FIVE

Project: Clean Agent Fire Suppression System & Data Center Equipment & Construction  
DAS- Information Management Services Division, Criminal Justice Facility  
940 North Ninth Street  
Milwaukee, Wisconsin 53233

Project Number: O221-11441

Subject: Disadvantaged Business Enterprise (DBE) Form



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## DBE Participation Recommendation - Professional Services

County Contract/Project Manager: V. Mehta Date: 4/29/2013

Building: CJF Room No.: MER Data Center Phone: \_\_\_\_\_

Fund: 1850 Agency: 120 Org No. 1850 Project No.: O221-11441

Project Name: Clean Agent Fire Suppression system and Data Center Equipment & Construction

Work/Project Description (Scope): Upgrade MER data center in CJF by replacing wet pipe suppression with gaseous fire suppression system. Demo existing CRAC with drycooler & piping and install two in-line CRAC units with drycooler, piping & pumps. Install a 120 KVA UPS.

Government Funding (State, Federal)? Yes  No  If Yes, Type/Dept. \_\_\_\_\_  
[e.g., CDBG, FAA, FTA, HUD, WisDOT]

Is Project/Contract: New  Existing  Amendment  Continuing  Extension  Non-Profit Y/N \_\_\_\_\_  
(If Non-profit, please provide confirmation of Non-Profit Agency)

\_\_\_\_\_  
Estimated Amount  
\$90,000

\_\_\_\_\_  
Recommended DBE Participation (\*)  
25%

Contracting Opportunities (List NAICS codes) 541310,54330 & 541513

RFP will be used (Yes/No) Yes Advertising Date: 5/1/13 Proposal Due Date: 5/16/13

County Board Approval No County Board Committee: No

(\*) A Zero (0%) percent total requires a WAIVER. If a Waiver is requested, please provide a detailed explanation, the completed Waiver Request (DBE-07) form, and have the Department/Division Head sign below. \_\_\_\_\_

\_\_\_\_\_  
Department/Division Administrator

=====

(CBDP USE ONLY) Indicate Determination and Return Copy to Writer

Concur with Recommendation: X, or provide the following goal: \_\_\_\_\_ %

The contract is exempt from the DBE goal: Yes  No

Approved: Mark Phillips

Digitally signed by Mark Phillips  
DN: cn=Mark Phillips, o=Milwaukee County, ou=Community Business  
Development Partners, email=mark.phillips@milwcnty.com, c=US  
Reason: I am approving this document  
Date: 2013.04.30 15:45:34 -05'00'

Date: 04/30/13