Request for Proposal
For:

Milwaukee County Central Fleet Maintenance Building Modification

10320 W. Watertown Plank Road, Wauwatosa, Wisconsin 53226

Milwaukee County
Department of Administrative Services

Project Number O230-13636

May 06, 2013

To All Interested Consultants

Project: **Milwaukee County Central Fleet Maintenance Building Modification**

Project No.: **O230-13636**

Subject: **REQUEST FOR PROPOSAL (R.F.P.)**

The Milwaukee County Department of Administrative Services is requesting proposals for professional consulting services to provide architectural and engineering design services required to complete planning and design for building renovations and an addition to the Milwaukee County Central Fleet Maintenance Building located at 10320 W. Watertown Plank Road, Wauwatosa, Wisconsin 53226.

I. BACKGROUND

The State of Wisconsin Department of Transportation (WisDOT) has undertaken the implementation of the Zoo Interchange reconstruction project. As part of this project there are improvements to the freeway ramps at US Highway 45 and Watertown Plank Road as well as local road improvements being made to the area of Watertown Plank Road and Swan Boulevard. One of the planned local road improvements is to extend Swan Boulevard from its current terminus east of intersection of US Highway 45 and Watertown Plank Road to the intersection of Innovation Drive and Watertown Plank Road. The extension of Swan Boulevard to the west of its current terminus will bisect Milwaukee County's currently contiguous property by separating the County's Central Fleet Maintenance Building (Garage), Highway Administrative Offices, and Sheriff's Substation from the Fleet, Highway, and Parks Department Service Yards.

A study of the impact of the proposed WisDOT road improvements on the adjacent County Fleet Maintenance, Highway Administration, Parks Department, and Sheriff's Department facilities determined that a reconfiguration of the site would be necessary to provide functional County facilities with an acceptable level of service. (See Attachment 2: Swan Blvd. Intervention Plan)

To provide the necessary parking requirements for the reconfigured site the existing Milwaukee County Sheriff's Department Substation / Milwaukee County Department of Transportation Highway Maintenance Division's Administrative Office building, located at 10190 Watertown Plank Rd, will be demolished and reconstructed as a renovation and addition to existing Milwaukee County Central Fleet Maintenance Building (See Attachment 2: Site Operations Repair Plan).

II. GENERAL PROJECT DESCRIPTION

The scope of work of this RFP will be the planning and design for the renovation and addition to the Central Maintenance Building. The demolition of the existing Sheriff's Department Substation / Highway Maintenance Administrative Office building and associated site work will not be part of the scope of work. WisDOT will demolish the existing structure after the facility is vacated by Milwaukee County.

The modifications to the Central Fleet Maintenance Building will consist of an approximately 20,000 SF two-story addition on south side of the existing facility and the renovation of the interior and exterior of approximately 10,000SF of the existing facility adjacent to the Sheriff's Department garage (See Attachment 3: Section 6 1st Floor - Fleet Maintenance (Existing). The renovation and addition will combine the Sheriff's Department Substation offices with the Sheriff's Department Garage Offices and combine the Highway Maintenance Administrative Office with the existing Highway offices in the Central Fleet Maintenance Building.

Additionally, the selected consultant will include, as an alternate design, an additional 5,500 to 6,000 SF of office space to house the Milwaukee County Department of Transportation (MC-DOT) Director's Offices and Transportation Services Section Offices (See Attachment 4). The consultant will prepare design studies to include the Director's and Transportation Services offices as either an additional level on the

new addition or as a renovation of the existing second floor storage space in the Central Fleet Maintenance Building (See Attachment 3: Section 6 2nd Floor - Fleet Maintenance (Existing).

A copy of existing Record Drawings of the County's Central Fleet Maintenance Building will be available for viewing at the offices of the Milwaukee County Department Administrative Services, Facilities Management Division, Architecture Engineering and Environmental Service Section, during City Campus during business hours (9:00 A.M. to 3:00 P.M. Monday thru Friday).

III. SCOPE OF CONSULTANT SERVICES

The successful consultant must be very knowledgeable in the design, engineering, and construction of transportation buildings, administrative offices, and real property improvements. Experience in design and construction of public works facilities is also desirable. Additionally, the consultant must have appropriate resources and expertise to perform all planning, design, construction documents (drawings and specifications), and construction observation in accordance with standard terms and conditions of the Milwaukee County Department of Administrative Services Consultant Agreement for Professional Services, Type C. These efforts shall be consistent with the County's goals and budget for the Central Fleet Maintenance Building Modification project. Additionally, Milwaukee County seeks to implement financially feasible, technologically sound strategies to conserve energy and surpass current norms for water conservation, waste management / recycling, and the quality of the indoor environment. The County will require that such strategies be explored in the design of this project.

The successful consultant shall provide all services as specified per the standard terms and conditions of the Milwaukee County Department of Administrative Services Consultant Agreement for Professional Services, Type C (see attachment) as well as the requirements and services described below.

A. GENERAL REQUIREMENTS

1. Provide agency coordination for all plan reviews and permits required.
2. Schedule, attend, and facilitate a project design kick-off meeting and be prepared to attend periodic meetings to review the project status with the County's project team and other invitees as necessary to address planning and design issues.
3. Submit a total of three (3) sets of various reports, project manuals and construction plans for review and comments at each level of project development.
4. Assist in identifying and/or pre-qualifying contractors for construction.
5. Design work shall incorporate into the project, to the best extent possible, Leadership in Environmental and Energy Design (LEED) standards as specified by the U.S. Green Building Council. Project specifications shall describe the sustainable design elements that are to be incorporated in the various sections of the project. Documentation requirements shall also be written into the contract documents where applicable.

B. BASIC SERVICES

1. The consulting firm shall assemble a design project team to perform all programming, planning, design, construction document preparation, and construction administration necessary to complete the renovation and addition to the Central Fleet Maintenance Building. If "in-house" staff personnel are not available the consulting firm shall augment their project team with design-engineering sub-consultants, which shall include but are not limited to the following: **a)** plumbing, **b)** electrical, **c)** structural, **d)** mechanical (HVAC) and **e)** communication systems.

2. The Programming Phase of the project shall be per Articles 3.1 of attached consultant agreement. The consulting firm shall: **a)** utilize the information provided in Milwaukee County Central Fleet Maintenance Facility Study, **b)** conduct site visits to document existing conditions and meet with & interview Milwaukee County Sheriff's Department and Transportation Department personnel to prepare a program for the building renovation and addition, **c)** develop a Rough Order of Magnitude estimate (ROM) of probable construction costs to be submitted with the programming phase documents for the owner's review. It is not anticipated that the floor space allocations and basic building configuration will vary significantly from those the outlined in the Facility Study.

2. The Schematic Design Phase of the project shall be per Articles 3.2 of attached consultant agreement. The required deliverables shall include, but are not limited to the following: **a)** a determination of regulatory issues and permits required, **b)** investigation of relevant product manufacturers, materials, warranties, and design alternatives that are applicable to the building renovation and addition, **c)** explore strategies to incorporate energy conservation elements into the design of the addition and renovated areas, **d)** provide structural analysis of the existing building's structure as needed for the addition and renovated areas, **e)** prepare schematic design options for the addition and renovated areas, **f)** prepare estimates of probable construction costs for each schematic design option to be submitted with the Schematic Design Phase documents for the owner's review.
3. The Design Development Phase of the project shall be per Article 3.3 of the attached consultant agreement. The required deliverables shall include but are not limited to the following: **a)** field measurements and documentation of existing conditions, **b)** produce AutoCAD drawings of the existing facility (or BIM modeling with the owner's approval), **c)** create a photographic record of existing conditions, **d)** develop design drawings for the addition and renovation, based on the selected schematic design options, showing relevant dimensions and details, **e)** finalize selection and owner approval of proposed materials and finishes, **f)** provide a written summary of any project features included in the design or in the construction process that adhere to LEED design criteria, improve energy-efficiency, reduce waste, or reduce negative impacts on the surrounding environment. Two reports shall be provided during the course of the project. The first report shall be provided at the completion of the design development phase and the second at substantial completion (see below). Reports shall be a narrative format. Items to be addressed shall include (but not limited to):
    - Description of equipment, systems or materials to be used that will reduce energy consumption.
    - A description of any alternatives that were considered and compared using a life-cycle cost analysis.
    - Description of equipment, systems or materials to be used that will reduce negative impacts on storm water discharges.
    - Description of equipment, systems or materials to be used that will reduce negative impacts on indoor air quality, e.g., low-VOC paints, coatings and adhesives.
    - Indicate a goal for minimum % of materials containing recycled content.
    - Indicate plans for recycling construction waste and the goal for minimum % of waste to be recycled.
4. The Contract Documents Phase of the project shall be per Article 3.4 of the attached consultant agreement. The required deliverables shall include but are not limited to: **a)** three (3) sets of "in-progress" contract documents for review by Milwaukee County at milestone dates of 50% complete (construction drawings only) and 90% complete (three (3) sets of construction drawings and one (1) project manual), and **b)** three (3) sets of construction drawings & one (1) project manual for review by Milwaukee County at 100% completion.
5. The Bidding Phase of the project shall be per Article 3.5 of consultant agreement.
6. The Construction Phase of the project shall be per Article 3.6 of consultant agreement.
7. At Substantial Completion the design-consultant shall provide a second a written summary of the project features that adhere to LEED design criteria. The summary shall provide specific quantitative information for the items listed in the design development report. Items to be addressed shall include (but not limited to):
    - Estimated energy savings (on an annual basis, in units of energy) resulting from the use of energy-efficient equipment or systems selected for this project, as compared to pre-construction conditions

- Estimated water savings (on an annual basis, in units of gallons or cu ft) resulting from the use of more efficient equipment or systems selected for this project, as compared to pre-construction conditions
- Major materials that have significant amount of recycled content (provide approx quantities)
- Quantity of construction waste recycled (in tons and in terms of % of the total construction waste generated)

8. The Post-Construction Phase shall include, upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

IV. QUALITY CONTROL

1. The Milwaukee County Department of Administrative Services is required by County policy to monitor and track quality control of design and construction projects.

2. The Milwaukee County Department of Administrative Services, Facilities Management Division, Architectural, Engineering, & Environmental Services Section will track, categorize and identify reasons for changes to the bid documents during construction. The quality control procedures established and practiced by the consultants are expected to result in minimal changes in construction due to contract documents errors and/or omissions in the Bid Documents.

3. 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.

V. PROJECT TIME TABLE

1. The schedule shown below is based on the extent of basic design services from Programming through Construction Administration

a.	Request for Proposal Notice:	05/01/2013
b.	Issue Request for Proposal:	05/06/2013
c.	Pre-Proposal Meeting #1: (2:00pm, City Campus, Rm. 289)	05/08/2013
d.	Pre-Proposal Meeting #2: (10:00am. City Campus, Rm. 289)	05/10/2013
e.	Proposals Due: (2:00pm, City Campus, AE&ES Office)	05/16/2013
f.	Selection Committee selects consultant:	05/22/2013
g.	Offer and negotiate contract with selected consultant:	05/24/2013
h.	Consultant Agreement signed and Notice to Start Issued:	06/03/2013
i.	Construction Documents Completed:	09/13/2013
j.	Anticipated Construction Start:	11/01/2013
k.	**<u>Required</u> Construction Completion:**	**06/01/2014**

2. The Pre-Proposal Meeting is scheduled for May 8, 2013 at 2:00 P.M. to be held at the Milwaukee County City Campus Building, Rm. 289, 2711 W. Wells Street, 2nd., Floor, Milwaukee, WI, 53208.

3. A second Pre-Proposal Meeting, for those unable to attend the 05/08/13 meeting, is scheduled for May 10, 2013 at 10:00 A.M. to be held at the Milwaukee County City Campus Building, Rm. 289, 2711 W. Wells Street, 2nd., Floor, Milwaukee, WI, 53208

4. Site Visits will be scheduled, upon requested, after the Pre-Proposal Meeting.

VI. RELATED WORK BY OTHERS

1. Milwaukee County will provide hazardous material removal if encountered on the project site.

2. Milwaukee County will provide topographic surveys of the project site as may be required by the

Architect/Engineer to describe existing site conditions and determine proposed design and construction solutions.

3. Milwaukee County will retain the professional services of geotechnical engineers or other special consultants as required to provide subsurface investigation of the project site.

4. The Consultant shall recommend to the Owner the obtaining of any additional special investigations, surveys, tests, analysis, and reports beyond the scope of the Milwaukee County Department of Administrative Services Consultant Agreement for Professional Services, Type C agreement, as may be necessary for the proper execution of the Consultants services

VII. PROPOSAL CONTENT

The proposal shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines (See Attachment 6). The proposal shall include the Consultant Proposal Form (See Attachment 7) and the following information:

1. **Cover:** Include project number and name, project location, consultant's name, address, telephone number, FAX number, e-mail address, proposal date, etc.

2. **Table of Contents**: Include an identification of the material by section and page number.

3. **Letter or Transmittal**: The name and description of the organization submitting the proposal briefly stating the proposer's understanding of the service to be provided. Proposers shall acknowledge the receipt of any amendments to the request for proposal.

4. **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.

5. **Organization's Experience:** Include a list of similar projects that the organization has participated on in the past five (5) years. Experience in design and construction of public works facilities is desirable. Attach a separate sheet for each project, up to five (5) maximum, giving a brief description of each project and the organizations participation.

6. **Project Organization and Staff Experience:** Include an organizational structure of the project team, including the relationship of the sub-consultants to be used for this project. The name of the Principal In Charge of this project along with their Professional Registration Number in the State of Wisconsin must be clearly indicated in this section of the proposal, along with the name, occupation and title of the Project Manager who will be in charge of this project. Provide a resume' for each individual involved in the project, and include their name, title and/or duties for the project, professional registration, relevant certifications, a brief description of related experience including time contribution in this capacity to past projects, and qualifications.

7. **Alternate Principal-In-Charge:** Include the name of an Alternate Principal-In-Charge in the event that the originally declared Principal In Charge is not able to fulfill their duties. Milwaukee County DAS-FM also reserves the option to select an Alternate Principal-In-Charge.

8. **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.

9. **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.

10. **Scheduling:** Provide a bar chart form schedule indicating a sequenced timetable, with relationship, which are necessary to complete the project, based on the schedule provided in this RFP.

11. **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.

12. **DBE Goals:** The Disadvantaged Business Enterprise (DBE) participation goal for this project/contract is **25%**. The proposal must list names and addresses of the DBE firms used, the tasks performed by them and percentage of the work performed by them. For assistance, contact the DBE office at 278-5248.

13. **Equal Opportunity Employer:** The Architect/Engineer and all associated consultant(s) must be an Equal Opportunity Employer. Proof of this must be indicated in that section of the Proposal.

14. **Quality Control:** Submit a contract document quality control plan. Quality control is to be performed by individuals not assigned to the project on an ongoing basis.

15. **Fee Proposal:** The fee for this project shall be clearly stated as an ***actual cost*** not-to-exceed fee for these services. A dollar amount for reimbursable items as described in the proposal should also be clearly stated. Fee proposal shall be on the attached consultant proposal form (See Attachment 7).

VIII. 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.

IX. 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 or 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. 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.

4. Proposals must respond to each component as listed in Section VII - Proposal Content, in order, as presented and in the form or format as requested. Each response must identify the heading and must respond entirely to each segment without reference to any other part of the Proposal.

5. The proposal must be submitted in a single bound 8-1/2” x 11” document. Limited use of 11X17 foldout pages is acceptable.

6. Return (5) five copies of your proposal in a single envelope. Envelope must be identified with the submission date, RFP title, Project Number, and Name and Address of the submitting party. Envelopes which are not properly identified or received after the time and date noted above will be rejected.”

7. All costs attributed to preparing a proposal, attending the pre-proposal meeting, attending a 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

8. 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 your proposal no later than **2:00 P.M. on, May 16, 2013,** to Chris Travanty, AIA, City Campus, 2711 W. Wells Street, 2nd Floor Milwaukee, Wisconsin, 53208 (Telephone (414) 278-4260, FAX (414) 223-1366; email chris.travanty@milwcnty.com.

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

Sincerely,
Chris Travanty, AIA
Milwaukee County | DAS - FM - AE&ES

Attachments:

1. Project Vicinity Map.
2. Milwaukee County Central Fleet Maintenance Facility Study: Existing Site Status Plan, Swan Blvd. Intervention Plan, and Site Operations Repair Plan.
3. Milwaukee County Central Fleet Maintenance Facility Study: Section 4 Documentation of Functional Areas for Fleet and Highway Maintenance Department Areas, Section 5 Documentation of Functional Areas for Sheriff Patrol Division, and Section 6 Existing Building Floor Plans and Space Tabulations.
4. Milwaukee County Countywide Space Allocation and Analysis: Dept. of Transportation Director's Offices & Transportation Services.
5. Milwaukee County Department of Administrative Services Type C, Standard Agreement.
6. Proposal Preparation, Submission and Evaluation Guidelines.
7. Consultant Proposal Form.
8. Disadvantaged Business Enterprise (DBE) Instructions & Forms.

cc: G. High, MC-DAS-FM-AE&ES
G. Drent, MC-DAS-FM-AE&ES
P. Montalto, MC-DAS-FM-AE&ES
B. Dranzik, MC-DOT
D. Goeden, MC-DOT
T. Weberg. MC-Sheriff
M. Phillips, MC-CDBP

ATTACHMENT 1

PROJECT VICINITY MAP

W Meinecke Ave
Radisson Hotel Milwaukee West
W North Ave
W Garfield Ave
W Gilbert Ave
W Woodland Ave
W Walnut Rd
W Cherry St
W Vliet St
W Watertown Plank Rd
W Diane Dr
Underwood Creek
W Underwood Pkwy
Underwood Creek Parkway
W Potter Rd
W Wells St
W Wisconsin Ave
Zoo Fwy
Underwood Pkwy
Hanson Golf Course
N Mayfair Rd
Wisconsin Lutheran College Outdoor Athletic Complex
Crowne Plaza Milwaukee West
W Innovation Dr
Research Dr
Wisconsin Avenue Park
Eschweiler Buildings
Innovation Park
County Grounds Park
N Swan Blvd
N Menomonee River Pkwy
Menomonee River
Harding Blvd
Beverly Pl
Jackson Park Blvd
Stickney Ave
Ludington Ave
Kenyon Ave
Medical College of Wisconsin
Milwaukee Regional Medical Center
Milwaukee County Medical Complex
Connell St
W Doyne Ave
W Michigan St
Wisconsin Lutheran College

ATTACHMENT 2

MILWAUKEE COUNTY
CENTRAL FLEET MAINTENANCE FACILITY STUDY:

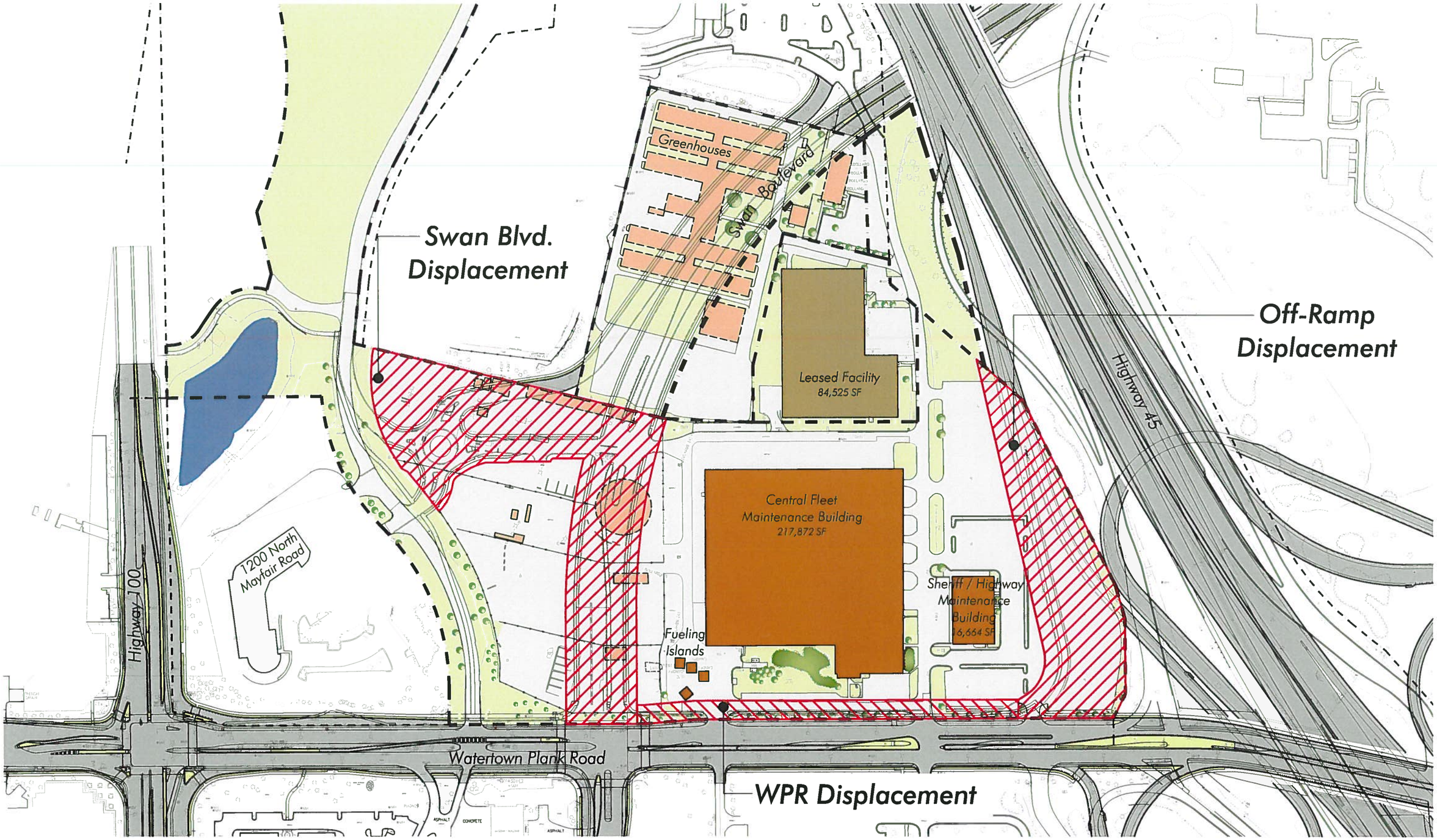
- EXISTING SITE STATUS PLAN
- SWAN BLVD. INTERVENTION PLAN
- SITE OPERATIONS REPAIR PLAN

MILWAUKEE COUNTY
CENTRAL MAINTENANCE FACILITY STUDY

EXHIBIT 1
EXISTING SITE STATUS

JUNE 29, 2012

BARRIENTOS
DESIGN AND CONSULTING



MILWAUKEE COUNTY
CENTRAL MAINTENANCE FACILITY STUDY

AUGUST 31, 2012

EXHIBIT 11
SWAN BOULEVARD INTERVENTION PLAN

BARRIENTOS
DESIGN AND CONSULTING

North

Site Plan

Scale: 1" = 100'-0"

MILWAUKEE COUNTY
CENTRAL MAINTENANCE FACILITY STUDY

AUGUST 31, 2012

EXHIBIT 12
SCENARIO 3 - SITE OPERATIONS REPAIR PLAN

BARRIENTOS
DESIGN AND CONSULTING

ATTACHMENT 3

MILWAUKEE COUNTY
CENTRAL FLEET MAINTENANCE FACILITY STUDY:

- SECTION 4: DOCUMENTATION OF FUNCTIONAL AREAS FOR FLEET AND HIGHWAY MAINTENANCE DEPARTMENT AREAS
- SECTION 5: DOCUMENTATION OF FUNCTIONAL AREAS FOR SHERIFF PATROL DIVISION
- SECTION 6: EXISTING BUILDING FLOOR PLANS AND SPACE TABULATIONS

SECTION 4
DOCUMENTATION OF FUNCTIONAL AREAS FOR FLEET AND HIGHWAY MAINTENANCE DEPARTMENT AREAS

Highway Maintenance Department

1. **Electricians Area**
   1.1. The electricians work area is primarily used for the building, testing and maintenance of traffic control equipment. A supervisory office, 4 workstations, parts storage, and testing equipment make up the majority of this space. There is a garage door into this space for loading and unloading of large equipment.

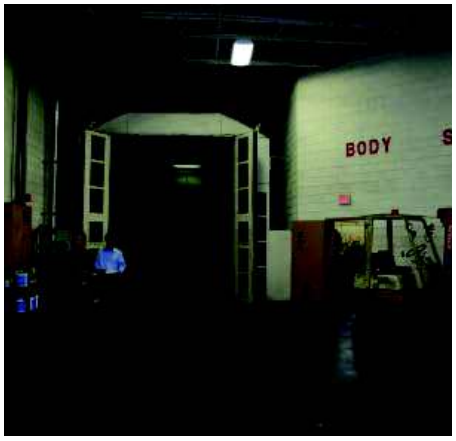
2. **Signal and Street Lighting Storage Area**
   2.1. A large indoor storage area approximately 20 feet by 60 feet is required for the storage of traffic signals and street lighting supplies. Street traffic and light poles are stored in the outdoor county lot.

3. **Lunch / Assembly and Classroom**
   3.1. There is currently a large multi-purpose room that serves as a lunch room, assembly hall and large group instruction space. Primarily the highway department uses this room but on occasion the room is used for Sheriff Patrol training courses when the roll call space is too small for the group.

4. **Highway Supervisor's Office**
   4.1. The highway supervisors have a large open office with 5 workstations and an 8 to 10 person conference table. The room must have A/V systems that allow them to monitor the DOT camera feeds as well as the weather. The space must also be close to the vehicle bays or near reserved parking spaces so they have quick access to their vehicles.

5. **Office Areas**
   5.1. The highway maintenance department office area contains manager offices, DOT workspaces, a safety training office, administration space, a reception counter, support spaces and a large conference room for vendor meetings. These offices are where the primary public interaction within the department happens. The large conference room must include the proper A/V requirements.

6. **Locker Room**
   6.1. Currently, the Highway Department shares locker space with the Sheriff's Department. Typical locker systems are also integrated into a negative airflow HVAC design that ventilates the space and helps to dry clothes faster. New designs for locker rooms take into account



the fact that the ratios of men and women may change throughout the years and make these spaces easily adaptable as the number of men and women get larger or smaller. Individual shower and toilet facilities are provided as well as sinks with electrical outlets and counter space for personal belongings.

Central Fleet Maintenance Department

1. Heavy-Duty Maintenance Shop

1.1. The heavy-duty maintenance shop consists of 20 stalls each of which is assigned to a technician that has his/her own toolboxes and workbenches at the “head” of their workstation. There are vehicle exhaust ports located in the floor. Compressed air and computer stations are located in every stall. In floor heating is provided in the maintenance bays and the bays are angled with large drive aisles to offer easy access for over-sized vehicles. There are two in ground lifts and one portable Hetra lift.

2. Light-Duty Maintenance Shop

2.1. The light-duty maintenance shop is intended for smaller vehicles such as 1-ton trucks, sedans, etc. There is compressed air, drop down vehicle exhaust ports and computer stations are located in every maintenance bay. In floor heating is provided in the maintenance bays and the bays are angled and the drive aisles are large enough to accommodate wide variety of vehicles and equipment that need servicing. There are two drive-on lifts and 5 twin-post lifts.

3. Body Shop

3.1. The body shop and tire shop share space and have tire storage and changing equipment, as well as, a two-post lift.

4. Paint Shop

4.1. The paint booth has a self-contained ventilation system and is large enough to accommodate most fleet vehicles. Storage of paint and equipment is located in a cabinet outside the paint booth.

5. Welding Shop / Machining Shop

5.1. The welding and machining shop is located near the light-duty shop and in a gated area. Welding activities take place behind curtains. Certain welding equipment and materials are kept within a caged area in the welding shop due to their high value. The county has 2 welders on staff.

6. Storage and Vehicle Wash

6.1. Bulk fluid storage has its own room for four 2,500 gallon tanks for the primary fluids and the remainder of the fluid is stored in 55 gallon drums. Battery storage is located outside of the bulk fluids storage room. Spare pre-mounted tire storage is located adjacent to the welding area and serves the light-duty shop. An automatic drive-through vehicle wash is located in the southwest corner of the maintenance bay and Sheriff's deputies drive their vehicles through it at the end of every shift. There is also an interior manual truck wash for large vehicles and equipment. There is also an exterior wash area outside of the manual large vehicle wash bay.

7. Fueling Stations

7.1. Four fueling islands on the southwest corner of the central maintenance shop houses 4 unleaded gasoline pumps and 4 diesel pumps. Three buried fuel storage tanks are located in this area and contain 12,000 gallons of unleaded fuel, 10,000 gallons of diesel fuel and 2,000 gallons of waste oil. The numbers of fueling stations are currently adequate for the size of the fleet that the county maintains.

8. Parts Department

8.1. The parts department is located on the first floor and has extra storage space on a mezzanine level that is accessible by an elevator.

SECTION 5
DOCUMENTATION OF FUNCTIONAL AREAS FOR SHERIFF PATROL DIVISION

1. **Vehicle Garage**
   1.1. The vehicle garage must be large enough to accommodate the storage of all the vehicles that are used by the Patrol Sheriff Department. Police Squads, mobile command posts, armored vehicles, motorcycles, speed trailers, boats, Ski-Doo's, bicycles and other specialty vehicles are housed in this location. Staying in close proximity to the Central Fleet Maintenance Department is important because all of these vehicles are owned and maintained by them.

2. **Locker Rooms**
   2.1. The locker rooms must be sized to meet the needs of the existing staff. The current department is made up of 75 males and 19 females. Patrol lockers are typically 3 feet wide and 2 feet deep and contain a boot drying drawer, a space for hanging apparel, storage shelves and a lockable gun storage location within the locker. Typical locker systems are also integrated into a negative airflow HVAC design that ventilates the space and helps to dry clothes faster. New designs for locker rooms take into account the fact that the ratios of men and women may change throughout the years and make these spaces easily adaptable as the number of men and women get larger or smaller. Individual shower and toilet facilities are provided as well as sinks with electrical outlets and counter space for personal belongings.

3. **Roll Call**
   3.1. Roll call is a large multi-purpose space that must accommodate at a minimum the number of deputies on the largest shift of the day. The room should be outfitted with tables and chairs that can be rearranged depending on the use of the room. The room must also contain modern A/V and technology provisions.

4. **Storage**
   4.1. Storage needs vary greatly in Sheriff Departments depending on what the item is that needs to be stored. Storage of guns and drugs require proper ventilation and access to these rooms to be monitored. The evidence storage room must consider chain of custody concerns. Secure document storage, general document storage and supply storage rooms all need to be considered.

5. **Administration**
   5.1. Administration space must include a Captain's office (1) and workstations for the Lieutenant (1), Sergeants (6), and the administrative assistant (1). In addition to the commanding officers work space the

patrol officers require a report writing room as well as gear room, with radios, batteries, flashlights and rain gear for them to prep before getting into their squad for the day.

6. Processing

6.1. The processing space should include a secured sally port that can fit at least 2 squad cars for the safe removal of a detainee. The processing area must include 2 interview rooms, 2 group holding rooms, a secured toilet room, personal property lockers, and a well-ventilated space for the intox machine. This space must also include a desk, computer and some supply storage for report writing.

SECTION 6
EXISTING BUILDING FLOOR PLANS AND SPACE TABULATIONS

Existing drawings and space tabulations have been provided for the following structures on site:

- Central Fleet Maintenance Building (drawing provided)
- Ancillary Sheriff and Highway Building (drawing provided)

BARRIENTOS DESIGN AND CONSULTING

Existing Central Maintainance Building Space Tabulation

Highway Maintenance Department Areas		
Room Number	**Functional Area / Room**	**Net Floor Area (SF)**
O-30	Highway Dept. Electricians	1,247
O-37	Mechanical	1,020
Total Area		**2,267**

County Sheriff Department Areas		
Room Number	**Functional Area / Room**	**Net Floor Area (SF)**
O-12	Intox	121
O-13	Intox	120
O-14	Drivers	133
O-15	Passage	61
O-16	Locker	175
O-17	Toilet Room	66
O-29	Sheriff Garage	3,648
Total Area		**4,324**

Fleet Maintenance Department Areas		
Room Number	**Functional Area / Room**	**Net Floor Area (SF)**
G-1	Shop	1,132
G-2	Tire Shop	1,378
G-3	Corridor	164
G-4	Stairway	100
G-5	Tire Storage	983
G-6	Office	150
G-7	Paint Shop	1,040
G-8	Body Shop	2,644
G-9	Entry	14
G-10	Heavy Duty Unit Repair Garage	22,999
G-11	Alcove	837
G-12	Stairway	61
G-13	Meter Room	197
G-14	Welding Shop	4,923
G-15	Parts Department	7,064
G-16	Stairway	125
G-17	Elevator	83
G-18	Shop	1,192
G-19	Passage	82
G-20	Lube Oils	997
G-21	Battery	211
G-22	Toilet	70
G-23	Medium Duty Unit Repair Garage	20,557

G-24	Alcove	180
G-25	Vehicle Wash	769
G-26	Truck Wash	769
G-27	Vehicle Store	128,872
G-28	Balcony	314
G-29	Paint Storage	441
G-30	Storage	1,885
G-31	Storage	7,210
O-1	Entry	20
O-2	Tranormer	206
O-3	Telephone Equip.	118
O-4	Vault	438
O-5	General Office	980
O-6	Office	146
O-7	Clerk	131
O-8	Closet	14
O-9	Office	241
O-10	Vestibule	174
O-11	Conference Room	463
O-18	Men	64
O-19	Corridor	315
O-20	Corridor	167
O-21	Supply	528
O-22	Mechanical Equip.	257
O-23	Women Rest Room	172
O-24	Vestibule	96
O-25	Shower	18
O-26	Women	83
O-27	Janitor	66
O-28	Corridor	382
O-31	Corridor	1,047
O-32	Vestibule	83
O-33	Storage	174
O-34	Closet	11
O-35	Ready Room	940
O-36	Men's Locker Room (Fleet Maintenance)	1,468
O-38	Toilet	94
Total Area		**216,339**

Building Summary	
Highway Maintenance Department Areas	2,267
County Sheriff Department Areas	4,324
Fleet Maintenance Department Areas	216,339
Total Building Net Floor Area	222,930
Total Building GSF (first floor footprint only - excludes mezzanine areas)	**217,817**

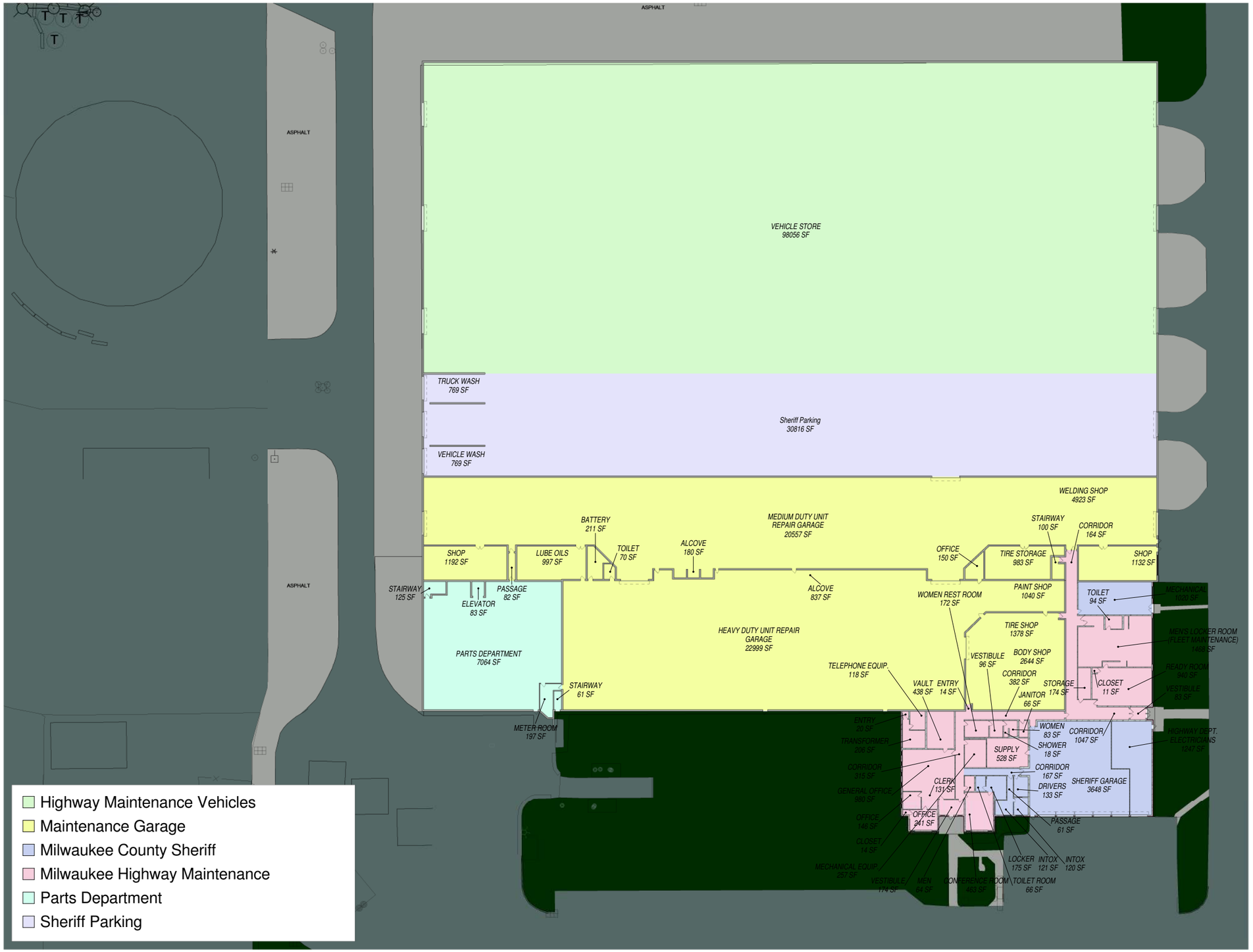
Existing Highway Maintenance / Sheriff Building Space Tabulation

Common Areas		
Room Number	**Functional Area / Room**	**Net Floor Area (SF)**
F-1	Vestibule	93
F-2	Corridor	1,466
F-18	Janitor	67
F-19	Vending	95
Total Area		**1,721**

County Sheriff Department Areas		
Room Number	**Functional Area / Room**	**Net Floor Area (SF)**
F-3	Storage	74
F-4	Storage	68
F-5	Roll Call	578
F-6	Equipment	95
F-7	Office	173
F-8	Assignment & Lunch	741
F-9	Institutions	983
F-10	Steam Service	191
F-22	Men's Locker Room (Sheriff)	960
F-23	Women's Locker Room (Sheriff)	608
Total Area		**4,471**

Highway Maintenance Department Areas		
Room Number	**Functional Area / Room**	**Net Floor Area (SF)**
F-11	Highway Department Break Room	1,728
F-12	Highway Department Supervisors	1,680
F-13	Assignment & Lunch	1,321
F-14	Office	196
F-15	Office	195
F-16	Assignment & Lunch	1,419
F-17	Passage	86
F-20	Toilet	564
F-21	Men's Locker Room (Highway)	1,955
F-24	Storage	163
Total Area		**9,307**

Building Summary	
Common Areas	1,721
County Sheriff Department Areas	4,471
Highway Maintenance Department Areas	9,307
Total Building Net Floor Area	15,499
Total Building GSF	**16,664**



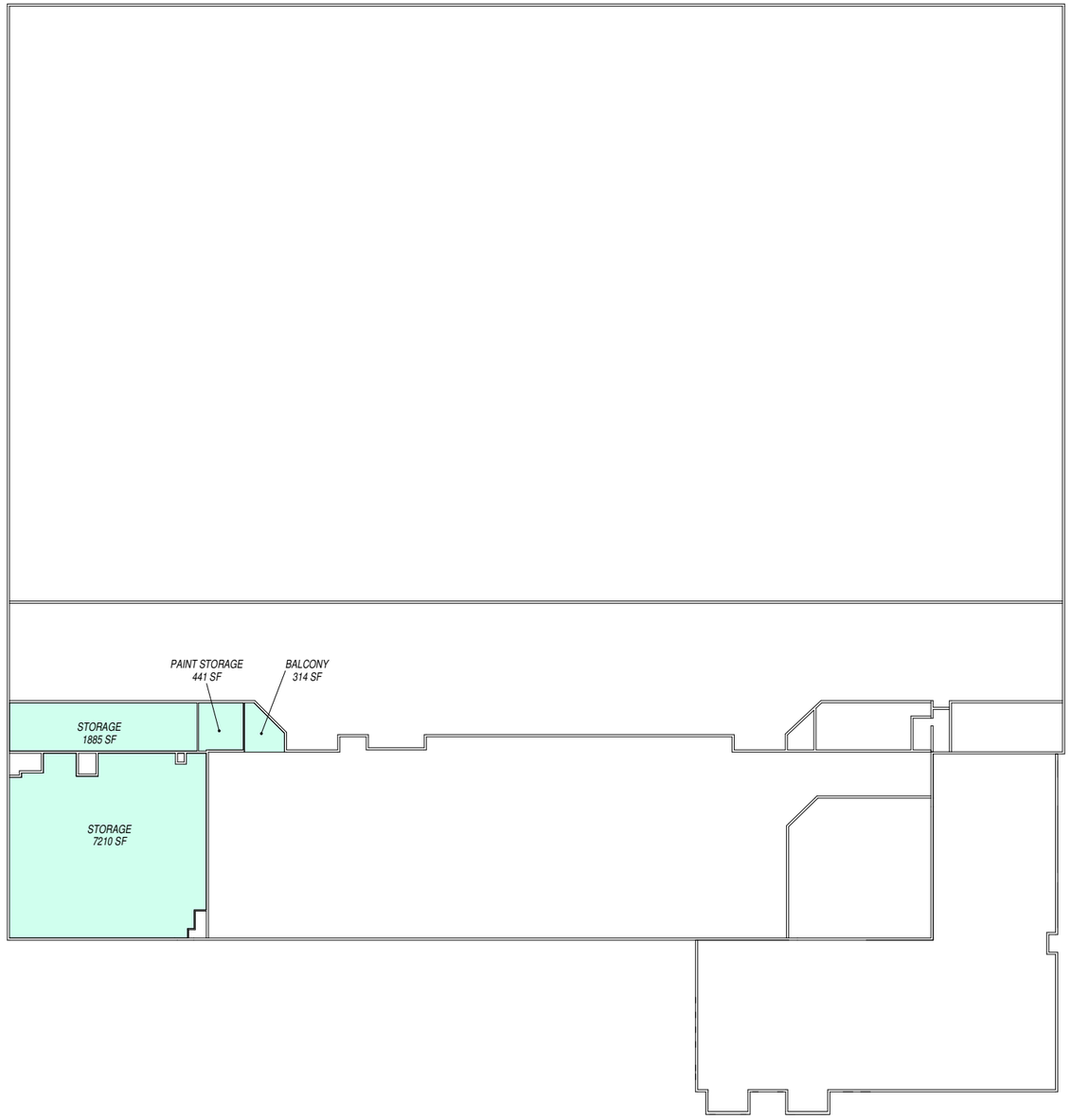
1st Floor - Fleet Maintenance Building (Existing)

Scale: Not To Scale

MILWAUKEE COUNTY
CENTRAL MAINTENANCE FACILITY STUDY

06/29/12

BARRIENTOS
DESIGN AND CONSULTING



- Highway Maintenance Vehicles
- Maintenance Garage
- Milwaukee County Sheriff
- Milwaukee Highway Maintenance
- Parts Department
- Sheriff Parking

2nd Floor - Fleet Maintenance Building (Existing)
Scale: Not To Scale

MILWAUKEE COUNTY
CENTRAL MAINTENANCE FACILITY STUDY

06/29/12

BARRIENTOS
DESIGN AND CONSULTING

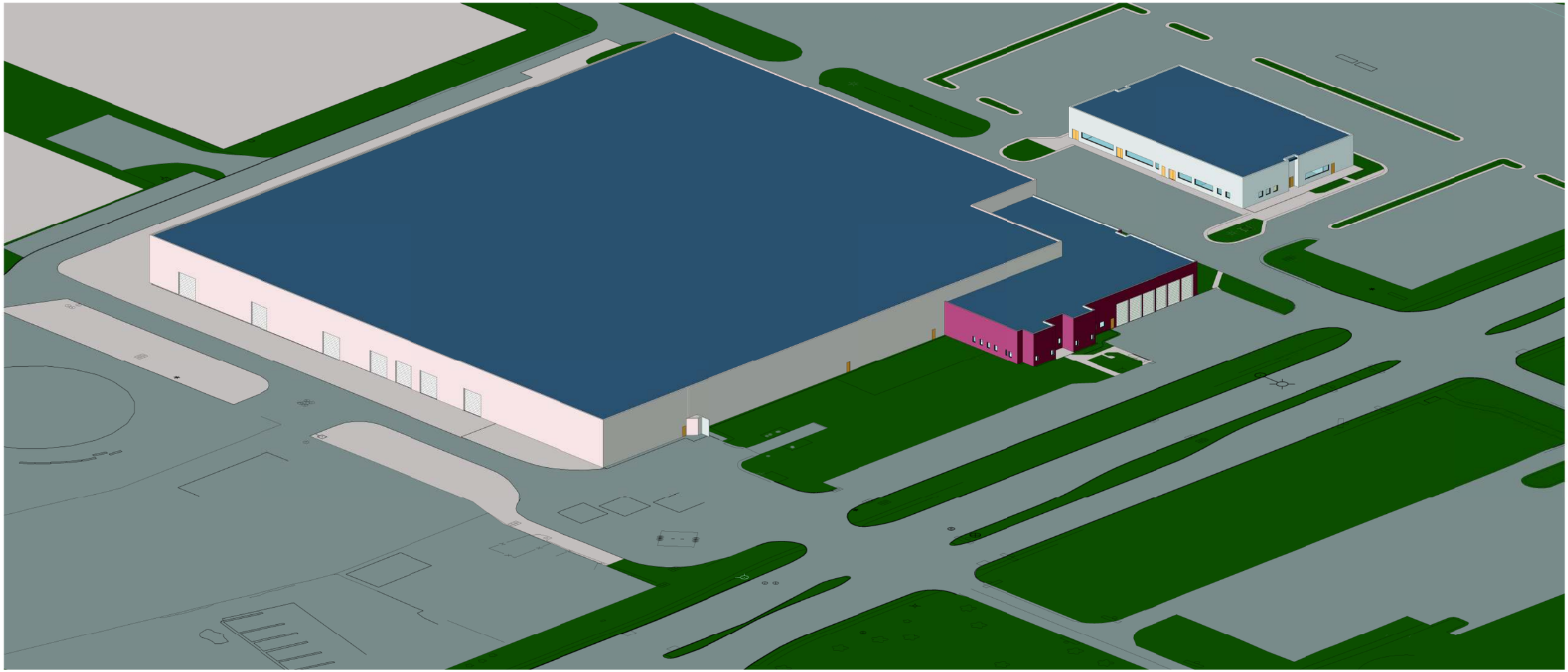
Circulation
County Highway Maintenance
Milwaukee County Sheriff

1st Floor - Milwaukee County Sheriff & Highway Department
Scale: Not To Scale

MILWAUKEE COUNTY
CENTRAL MAINTENANCE FACILITY STUDY

06/29/12

BARRIENTOS
DESIGN AND CONSULTING



MILWAUKEE COUNTY
CENTRAL MAINTENANCE FACILITY STUDY

06/29/12

3D - All (Existing)
Scale: Not To Scale

BARRIENTOS
DESIGN AND CONSULTING

ATTACHMENT 4

MILWAUKEE COUNTY
COUNTYWIDE SPACE ALLOCATION AND ANALYSIS:

- DEPT. OF TRANSPORTATION DIRECTOR'S OFFICES
- TRANSPORTATION SERVICES OFFICES

5800 Dept.of Transportation Director's Office

Title Code	Position	FTE	Current Net SF	Total SF	O or C *	Proposed	Proposed SF Total	Notes
00092	Senior Exec Asst (DPW)	1.00	200	200	O	64	64	
04200	Accountant 2	0.00	0	0	**O**	64	0	
04330	Accountant 4	1.00	0	0	O	96	96	
35620	Trans Business Mgr	1.00	273	273	C	96	96	
37360	Mgr of Trans Planning	1.00	273	273	C	96	96	
76070	Director of Operations (DPW)	1.00	273	273	C	144	144	
80030	Ex Dir 3 Trans Supv	1.00	300	300	C	192	192	
88970	Asst Dir -Public Wks/Dev	1.00	273	273	C	160	160	
05735	Human Resources Coord TPW	0.00	252	252	C	120	120	
00019	Mgmt Asst Human Resources	0.00	251	251	C	72	72	
	Total	**7.00**		**1,843**			**1,040**	

5800 Dept.of Transportation Director's Office

Accessory Spaces	Qty	Current Net SF	Proposed SF
Central Copy/ Printing	1	50	
Computer Room	0	0	
Comp Net Work Room	0	0	
Conference Room	1	252	
File Storage - Daily	1	90	
File Storage - Daily	1	84	
File Storage - Daily	1	126	
File Storage - Long term	0	0	
Reception	0	0	
Staff Break room	1	80	
Training Room	0	0	
Waiting	0	0	
	Total	**682**	

5070 Transportation Services

Title Code	Position	FTE	Current Net SF	Total SF	O or C *	Proposed	Proposed SF Total	Notes
00067	Secretarial Assistant (NR)	1.00	120	120	O	64	64	
04330	Accountant 4	1.00	273	273	C	96	96	
35010	Resident Inspector (Hourly)	0.00		0		0	0	
35620	Trans Business Mgr	0.00		0		0	0	
35710	Engineering Technician	1.00	273	273		96	96	
35750	Engineer	4.00	273	1,092		96	384	
35750	Engineer	1.00	0	0		96	96	
35860	Managing Engineer (Const)	1.00	273	273		96	96	
37360	Mgr of Trans Planning	0.00		0		0	0	
77440	Resid Contractng Mgr Struct	1.00	273	273		160	160	
89580	Resident Contr Mgr Traf	1.00		0		160	160	
89720	Res Cont Mgr Highway	1.00	273	273		160	160	
89910	Dir Trans Planning & Prog	0.00		0		0	0	
	Total	**12.00**		**2,577**			**1,312**	

5070 Transportation Services

Accessory Spaces	Qty	Current Net SF	Proposed SF
Central Copy/ Printing	1	273	
Central Copy/ Printing	1	80	
Central Copy/ Printing	1	96	
Computer Room	0	0	
Comp Net Work Room	0	0	
Conference Room	1	720	
Conference Room	1	273	
File Storage - Daily	1	112	
File Storage - Daily	1	209	
File Storage - Daily	1	88	
File Storage - Long term	0	0	
Reception	1	220	
Kitchen	1	105	
Staff Break room	1	105	
Training Room	0	0	
Waiting	0	0	
Supply/Storage	1	273	
Workroom	0	0	
	Total	**2,554**	

ATTACHMENT 5

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT DIVISION
CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
TYPE C, STANDARD AGREEMENT

M I L W A U K E E C O U N T Y

DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT DIVISION

C O N S U L T A N T A G R E E M E N T

F O R

P R O F E S S I O N A L S E R V I C E S

Compensation Based on
"Not-To-Exceed" Sum and
Individual "Direct Salary Rates/Hour"
(Without Outside Construction Manager)

Type "C" Agreement

PROJECT TITLE: Milwaukee County Central Fleet Maintenance Building Modification

PROJECT LOCATION: 10320 W. Watertown Plank Road, Wauwatosa, Wisconsin 53226

PROJECT NO: O230-13636

Agency _____ Org. No. _____ Object No. _____

Project Code _____ Activity _____ Function _____

Category _____

Consultant Firm: _____

Address: _____

_____
(City) (State) (Zip Code)

Phone No. _____ Fax No. _____

E-Mail _____

Type of Services: _____

TABLE OF CONTENTS

Page No.

ARTICLE **1.** **GENERAL CONSULTANT** 1

ARTICLE **2.** **PROJECT SCOPE** 1

ARTICLE **3.** **BASIC SERVICES** 1

ARTICLE **4.** **COMPENSATION** 7

ARTICLE **5.** **PAYMENTS** 8

ARTICLE **6.** **DISPUTE RESOLUTION** 9

ARTICLE **7.** **CONSULTANT'S RESPONSIBILITY** 9

ARTICLE **8.** **OWNER'S RESPONSIBILITY** 12

ARTICLE **9.** **AUDIT AND INSPECTION OF RECORDS** 12

ARTICLE **10.** **OWNERSHIP OF DOCUMENTS** 12

ARTICLE **11.** **EQUAL EMPLOYMENT OPPORTUNITY** 13

ARTICLE **12.** **TERMINATION OF AGREEMENT** 14

ARTICLE **13.** **SUCCESSORS AND ASSIGNS** 14

ARTICLE **14.** **APPLICABLE LAW** 15

ARTICLE **15.** **INDEPENDENT CONTRACTOR** 15

ARTICLE **16.** **PROHIBITED PRACTICES** 15

ARTICLE **17.** **EXTENT OF AGREEMENT** 15

ARTICLE **18.** **DISADVANTAGED BUSINESS ENTERPRISE** 16

ARTICLE **19.** **ADDENDUM** (if needed)

ATTACHMENTS: Pages

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

C - GUIDELINES FOR REIMBURSABLE EXPENSES (BY OWNER) ..... C-1 TO C-2

D - CONSULTANT INVOICE FORMS (FORMS D-1, 2 & 3 - BY OWNER; FOR "FORMAT" ONLY) ..... D-1 TO D-3

E - INSURANCE CERTIFICATES & PROOF OF FINANCIAL RESPONSIBILITY (BY CONSULTANT & SUBCONSULTANTS) ..... E

TABLE OF CONTENTS

F - MILWAUKEE COUNTY "DBE" UTILIZATION FORMS
(BY PRIME CONSULTANT) ..... F-1 TO F-6

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

H - RECORD DOCUMENTS (BY OWNER) ..... H-1 TO H-4

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 Not-to-Exceed 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 The Basic Services Compensation Total for the project for the CONSULTANT including all subconsultants shall be the "Not-To-Exceed" sum of _____ Dollars ($_____) on the basis of hourly rates set forth in Paragraph 4.2.

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

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" though "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.

Type of Coverage	Minimum Limits
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	$2,000,000 Per Occurrence
(Refer to paragraph 7.2 for additional conditions)	
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 extend 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 the 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 25 % 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.

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE
Used For Basic Services & Additional Services
Separate Schedule Required for Prime Consultant & each Subconsultant

Firm Name: _____ Principal-in-Charge: _____

Wisconsin Reg. Number: _____

Principal's Flat Rate: …….....$_____/hr.

Overhead & Profit Factor (multiplier): ……..._____

(Include copy of audited account of overhead factor or complete **Attachment "B-2"**)

Name	Classification	Direct Salary Rate/Hour

Direct Salary Rate is defined as each employee's actual and verifiable gross hourly cost of salary ("W-2" Statement Salary), exclusive of incentive bonus or other non-direct salary expenses.

Overhead & Profit Factor is defined as the multiplying factor representing each employee's pro-rata share of all other direct and indirect expenses and profit for the CONSULTANT. This factor remains fixed for the life of the Project.

Additions and deletions of personnel or permanent classification changes must be submitted for approval at the time the changes occur. For multi-year projects, changes in basic salary rates may be submitted for approval only in January of each calendar year.

The foregoing is a true and actual accounting of the rates:

as of: _____, 20____

Signature: _____

Title: _____

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

_____

Date: _____, 20_____

Signature: _____

Title: _____

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 form 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 **Invoice #** _____
(Not-To-Exceed Sum Contract Form)

Date: _____

Project Title: _____

Project No. _____

Consultant: _____

Services for the Month Ending: _____

_____

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

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

3.) ADDITIONAL SERVICES (**Attachment "D-3"**):

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:

_____
Consultant

_____
Signature

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

_____
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 BASIC & ADDITIONAL CONSULTING SERVICES **Invoice # _____**
(Multiple of Direct Salary Rate Form)
(One FORM "D-3"/Ea. Increase/Billing) 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:

_____
Consultant

_____
Signature

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

_____
Signature

_____
Title

_____
Date

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH *DBE*

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT $ _____ DBE Goal: _____

A	V	Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
☐	☐	_____	_____	_____	_____

[* Separate commitment form must be completed for each DBE firm]

Bidder/Proposer Commitment

I certify that the DBE firm listed quoted the identified service(s) and cost(s), and acknowledge having contact, and receipt of confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No._____) intends to enter into contract with the DBE firm listed, for the service(s) and amount(s) specified if awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice to Proceed on this contract. 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 Local, State or Federal laws.

_____ _____ _____
Signature of Authorized Representative Name & Title of Authorized Representative Date

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

_____ State of _____. My Commission expires _____.
Signature of Notary Public

[SEAL]

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP ***prior to bid/proposal opening*** shall be credited on this contract

---

DBE Affirmation

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein.

_____ _____ _____
Signature of Authorized DBE Representative Name & Title of Authorized DBE Representative Date

---

FOR CBDP USE ONLY: (A) $_____ CBDP APPROVAL:
(V) $_____ Total % _____

_____ _____
Signature Date

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH *DBE*

ADDITIONAL INFORMATION/REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.

2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code. https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx

3. **ALLOWANCES**: 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 should remain the same. In this case, it is necessary for the prime contractor/consultant to contact CBDP 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.

4. **CHANGE ORDERS**: Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, etc., is required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor/consultant is required to contact CBDP.

5. **WRITTEN CONTRACTS WITH DBEs**: CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice To Proceed. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract***. **VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.**

6. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS**: The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). **Approval must be obtained from CBDP prior to making any substitutions**. DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.

7. **REQUESTS FOR PAYMENT**: Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.

8. **DBE UTILIZATION REPORTS**: A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. **Payments will be withheld from all prime contractors/consultants not in compliance**.

If you have any questions or concerns related to Milwaukee County's DBE Program, please contact

Mark Phillips / mark.phillips@milwcnty.com / 414.278.5104

Firm: _____ **Project No**: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Pursuant to Federal Regulations and State Statute Chapter 66.0901(7), Milwaukee County is required to collect information on all subcontractors, subconsultants and/or suppliers submitting quotes to a contractor/consultant that submits a bid/proposal to Milwaukee County. This information shall be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

(✓)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(*) Check if this firm's quote has been used in your bid/proposal.

(**) Annual Gross Receipts: A: Less than $250,000 B: $250,000 to $500,000 C: $500,000 to 1 million D: $1 million to $5 million E: $5 million to $15 million F: More than $15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT

SUBMIT WITH EACH PAYMENT REQUEST/INVOICE PAYMENT/INVOICE # ____

NAME OF FIRM _____ TELEPHONE NO. (___) _____

ADDRESS _____ CITY _____ STATE ____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT $ AMT _____ TOTAL CONTRACT PAYMENT 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 all DBE firms utilized in connection with this Project, even if not used during this reporting period.

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

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

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

CONTRACT CLOSE-OUT
DBE PAYMENT CERTIFICATION

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

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

DBE Firm: _____

Project No.: _____ Project Name: _____

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

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

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

Date: _____, 20_____

_____ _____
(DBE Contractor/Consultant Signature) (Print Name & Title)

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

I hereby certify that our firm has paid to date a total of $_____ and will pay the balance of

$ _____ to _____upon receipt

of payment from Milwaukee County for work on the above referenced project or contract.

Date: _____, 20_____

_____ _____
(Prime Contractor/Consultant Signature) (Print Name & Title)

_____ _____
(DBE Contractor/Consultant Signature) (Print Name & Title)

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 3rd 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:

Architectural:	**Engineering:**	
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	(1) set hard copy
and Detail Manual	(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	(2) sets hard copy
and Detail Manual	(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. 3rd-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:

No.	Name & Address	Type of Service	Principal Contact
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____

For Prime Consultant:

_____
Signature

_____
Name

_____
Title

_____
Date

For Milwaukee County
Department of Administrative Services
Facilities Management Division

Approved (No.'s): _____

Rejected/Resubmit (No.'s): _____
_____

_____
Signature

_____
Name

_____
Title – Project Manager

_____
Date

ATTACHMENT "I"

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

_____ Date: _____
Don Tyler, Director
Department of Administrative Services

_____ Date: _____
Gregory G. High, Director
AE&ES Section
Facilities Management Division, DAS

CONSULTANT

_____ Date: _____
Consulting Firm's Name

_____
Signature

If Principal is a Corporation
IMPRINT CORPORATE SEAL

_____
Title

Approved as to form and independent status:

By: _____ Date: _____
Kimberly Walker
Corporation Counsel

Reviewed by:

By: _____ Date: _____
Cindy VanPelt
Risk Management

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Nelson Soler, Interim Director
Community Business Development Partners

ATTACHMENT 6

PROPOSAL PREPARATION, SUBMISSION AND EVALUATION GUIDELINES

PROPOSAL PREPARATION, SUBMISSION, & EVALUATION GUIDELINES

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 of 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 the request for proposal in their proposal letter of transmittal. 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

The following list of general criteria will be used to evaluate the proposals:

a. Quality and responsiveness to the RFP. Weight: 20%

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%.

e. Quality and responsiveness of DBE participation. Weight: 5%

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 that 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.

	NAME OF EMPLOYEE 1	NAME OF EMPLOYEE 2	ETC.....	EXPENSES	SUB TASK	TASK TOTAL
TASK	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 7

CONSULTANT PROPOSAL FORM

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES - FACILITIES MANAGEMENT DIVISION
ARCHITECTURE, ENGINEERING & ENVIRONMENTAL SERVICES SECTION

PROJECT:

MILWAUKEE COUNTY CENTRAL FLEET MAINTENANCE BUILDING MODIFICATION
Site #365, Bldg. #5600
10320 W. Watertown Plank Rd.
Wauwatosa, Wisconsin 53226

Project Number: O230-13636

CONSULTANT PROPOSAL

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

ACTUAL COST - "NOT TO EXCEED" fee: $ _____

(_____)

II. REIMBURSABLE EXPENSES

ACTUAL COST: $ _____

(_____)

III. PRINCIPAL IN CHARGE

Name of Principal _____

Architect or Engineer's Registration No. in Wisconsin _____

Other Registration No. In Wisconsin _____

Flat hourly rate for principal _____

IV. PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES

Participation of Disadvantaged Business Enterprises at the rate of _____ %

_____
Firm Name

_____
Authorized Signature

_____
Title

_____
Date

ATTACHMENT 8

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INSTRUCTIONS & FORMS

- REQUIREMENTS (DBE-00)
- CERTIFICATE OF GOOD FAITH EFFORTS (DBE-01)
- SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET (DBE-02)
- COMMITMENT TO CONTRACT WITH DBE (DBE-14)
- DBE UTILIZATION REPORT (DBE-16)
- CONTRACT CLOSE-OUT DBE PAYMENT CERTIFICATION (DBE-18)
- REQUIREMENTS CHECKLIST (DBE-20)

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. The award of this contract is conditioned upon the Good Faith Efforts (GFE) put forth by the bidder/proposer in achieving this project's assigned Disadvantaged Business Enterprise (DBE*) goal. The bidder/proposer shall ensure that DBEs have the opportunity to participate on this contract.

2. **DBE Goal**: This project's DBE participation goal is 25%. For purposes of responsiveness, this participation goal shall be met based upon the dollar value of the base bid, initial offer or initial scope of work. As it may be in the best interest of Milwaukee County to accept the inclusion of alternates, or a best-final offer, verification of DBE participation shall be based upon total contract award. Likewise, if the successful contractor/consultant receives additional work on the contract, e.g., change orders, addendums, use of allowances, etc., DBE participation shall increase proportionally.

PRIOR TO BID/PROPOSAL OPENING

3. As a matter of responsiveness, the contractor/consultant shall submit with its original bid/proposal, the completed ***Subcontractor/Subconsultant/Supplier Information Sheet*** (**DBE-02**) and the signed and notarized ***Commitment to Contract with DBE*** (**DBE-14**) form(s). In the event the contractor/consultant is not successful in meeting the DBE goal, a complete ***Certificate of Good Faith Efforts*** (**DBE-01**) form and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms. CBDP reserves the right to reject a bid/proposal, as non-responsive, if the required documentation is not submitted with the original bid/proposal.

4. Milwaukee County's Community Business Development Partners Department (CBDP) determines the sufficiency of the intended contract awardee's good faith efforts undertaken to achieve the assigned DBE participation goal. These efforts are proven 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 for each DBE documenting sufficient participation; or

   b. Documenting the good faith efforts 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 for each DBE documenting the 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 modification of the contract goal, in whole or part. Determinations are made on a contract-by-contract basis.

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 goal. Mere pro forma efforts are not good faith efforts. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).

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.

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. If awarded the contract, the contractor/consultant shall enter into contract agreement, directly or through subcontractors, with the firm listed on each ***Commitment to Contract with DBE*** (**DBE-14**) form for the work and price set forth thereon. The agreement(s) must be submitted to CBDP within seven (7) days from receipt of the "Notice to Proceed" or the purchase order.

***** 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.

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 count towards the satisfaction of the goal. If a bidder/proposer wishes to utilize a DBE 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. Additionally, any such named DBE must apply for certification with the Wisconsin UCP prior to bid opening or proposal due date. For assistance related to certified DBE firms, contact the Certification and Compliance Administrator at (414) 278-5037.

9. When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request supporting documentation from both the contractor/consultant and any listed DBE. 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

10. 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 any subcontractors/ subconsultants, 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 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

    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 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.

11. 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.

12. Contractor/consultant is required to notify CBDP if its DBE subcontractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.

13. Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, if the contractor/consultant has a problem in meeting the goal, or any other problem relative to these

requirements, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request, including the performance log. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.

14. **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. Contractor/Consultant must indicate on the ***Continuation Sheet*** (***G703***) work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Contractor/Consultant shall notify DBEs of the date on which they must submit their invoices for payment. Failure to submit required forms with requests for payment will result in denial of payment, or other sanctions deemed appropriate by Milwaukee County, including those listed in Section (10), above.

15. **Final Payment Verification**. Contractor/Consultant shall submit a ***Contract Close-Out DBE Payment Certification*** (**DBE-18**) form completed by the contractor/consultant and each DBE along with its final request for payment. Milwaukee County will not process the final request for payment without inclusion of required forms.

16. 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.

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

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

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

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

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

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

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

A. Identifying Contractible Work Items

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

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

B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

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

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

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

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

Yes _____ No _____

Contact was made by: Telephone _____ Correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

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

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

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

D. Soliciting Proposal/Quotes From Interested DBE Firms

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

9. Indicate in the table below which DBE firms submitted quotes on the contract. Also, if any DBE quotes were rejected, provide a brief explanation as to why. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:

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

AFFIDAVIT OF CERTIFICATION

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

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

_____

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

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

In any situation in which Milwaukee County has established a contract goal, 49 CFR, part 26, requires the use of the good faith effort mechanism delineated herein. CBDP will make a fair and reasonable judgment as to whether a bidder/proposer that did not meet the goal made adequate good faith efforts according to these requirements. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. CBDP determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

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

1. Soliciting, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.

3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. Negotiating in good faith with interested DBEs.

    a. It is the contractor/consultant's responsibility to make a portion of the work available to DBE contractors and to select those portions of the work consistent with the available DBE contractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

    b. A contractor/consultant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into

consideration. However, **the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long reasonable**. Also, the ability or desire of a contractor/consultant to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime contractors/consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor/consultant's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor/consultant's efforts to meet the project goal.

6. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by Milwaukee County or the contractor/consultant.

7. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

Firm: _____ **Project No**: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Pursuant to Federal Regulations and State Statute Chapter 66.0901(7), Milwaukee County is required to collect information on all subcontractors, subconsultants and/or suppliers submitting quotes to a contractor/consultant that submits a bid/proposal to Milwaukee County. This information shall be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

(✓)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(*) Check if this firm's quote has been used in your bid/proposal.

(**) Annual Gross Receipts: A: Less than $250,000 B: $250,000 to $500,000 C: $500,000 to 1 million D: $1 million to $5 million E: $5 million to $15 million F: More than $15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH *DBE*

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT $ _____ DBE Goal: _____

A	V	Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
☐	☐	_____	_____	_____	_____

[* Separate commitment form must be completed for each DBE firm]

Bidder/Proposer Commitment

I certify that the DBE firm listed quoted the identified service(s) and cost(s), and acknowledge having contact, and receipt of confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No._____) intends to enter into contract with the DBE firm listed, for the service(s) and amount(s) specified if awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice to Proceed on this contract. 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 Local, State or Federal laws.

_____ _____ _____
Signature of Authorized Representative Name & Title of Authorized Representative Date

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

_____ State of _____. My Commission expires _____.
Signature of Notary Public

[SEAL]

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP ***prior to bid/proposal opening*** shall be credited on this contract

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DBE Affirmation

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein.

_____ _____ _____
Signature of Authorized DBE Representative Name & Title of Authorized DBE Representative Date

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FOR CBDP USE ONLY: (A) $_____ CBDP APPROVAL:
(V) $_____ Total % _____

_____ _____
Signature Date

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH *DBE*

ADDITIONAL INFORMATION/REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.

2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code. https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx

3. **ALLOWANCES**: 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 should remain the same. In this case, it is necessary for the prime contractor/consultant to contact CBDP 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.

4. **CHANGE ORDERS**: Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, etc., is required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor/consultant is required to contact CBDP.

5. **WRITTEN CONTRACTS WITH DBEs**: CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice To Proceed. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract***. **VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.**

6. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS**: The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). **Approval must be obtained from CBDP prior to making any substitutions**. DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.

7. **REQUESTS FOR PAYMENT**: Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.

8. **DBE UTILIZATION REPORTS**: A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. **Payments will be withheld from all prime contractors/consultants not in compliance**.

If you have any questions or concerns related to Milwaukee County's DBE Program, please contact

Mark Phillips / mark.phillips@milwcnty.com / 414.278.5104

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT

SUBMIT WITH EACH PAYMENT REQUEST/INVOICE PAYMENT/INVOICE # ____

NAME OF FIRM _____ TELEPHONE NO. (___) _____

ADDRESS _____ CITY _____ STATE ____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT $ AMT _____ TOTAL CONTRACT PAYMENT 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 all DBE firms utilized in connection with this Project, even if not used during this reporting period.

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

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

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

CONTRACT CLOSE-OUT
DBE PAYMENT CERTIFICATION

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

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

DBE Firm: _____

Project No.: _____ Project Name: _____

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

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

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

Date: _____, 20_____

_____ _____
(DBE Contractor/Consultant Signature) (Print Name & Title)

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

I hereby certify that our firm has paid to date a total of $_____ and will pay the balance of

$ _____ to _____upon receipt

of payment from Milwaukee County for work on the above referenced project or contract.

Date: _____, 20_____

_____ _____
(Prime Contractor/Consultant Signature) (Print Name & Title)

_____ _____
(DBE Contractor/Consultant Signature) (Print Name & Title)

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

Bid/Proposal Submission Disadvantaged Business Enterprise (DBE) Requirements Checklist

- **Submit with the bid/proposal, as a matter of responsiveness,** the *Subcontractor/Subconsultant/Supplier Information Sheet* (**DBE-02**), and the *Commitment to Contract with DBE* (**DBE-14**) form(s) necessary to satisfy the goal. Additionally, if the goal is not attained, a *Certificate of Good Faith Efforts* (**DBE-01**) and all relevant documentation for Good Faith Effort determination must also accompany the bid/proposal.

- DBE utilization credited towards satisfying the desired level of DBE participation on this project is calculated using the following criteria, and is further described in 49 CFR, §26.55:

  - One hundred percent (**100%**) of expenditures to DBE firms if all of the identified scope of work has a **commercially useful function in the actual work of the contract** and is performed directly by the listed certified DBE firm. A DBE firm cannot subcontract work to non-DBE firms and must perform the work with its own forces to be considered as performing a commercially useful function. CBDP will determine whether or not the firm is performing a commercially useful function.

  - One hundred (**100%**) percent for **all work performed by the DBE contractor with its own forces**. If a DBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will only be credited if performed by another DBE firm. The prime contractor/consultant will be given credit for the cost of materials and supplies obtained by the DBE for their work on the contract. The prime contractor/consultant will also be given credit for the cost of leasing equipment, provided the DBE contractor does not lease the equipment from the prime contractor or its affiliates.

  - One hundred percent (**100%**) of the **expenditures to DBE manufacturers**. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials, or substantially alters the materials or supplies obtained by their firm.

  - Sixty percent (**60%**) of the **expenditures for materials or supplies purchased from a certified DBE regular dealer**, i.e., business that sells from regular inventory or stock on-hand. Brokers are not regular dealers.

  - One hundred percent (**100%**) for the **fees or commissions charged for assistance in the procurement of materials and supplies, i.e., brokered deals**. A prime contractor/consultant shall also be credited with one hundred (**100%**) percent for **fees or transportation charges for the delivery of materials or supplies by a DBE to a job site**, provided that the County determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies will not be credited.

  - DBE credit will be given based on actual payments to DBEs for their services on this contract.

- In calculating the bid/proposal, **prime contractors/consultants must demonstrate that they have secured actual costs from DBEs for contracting work in anticipation of contract award**.

- **Listing a DBE on the *Commitment to Contract with DBE* (DBE-14) form shall constitute a written representation and commitment that the prime contractor has communicated and negotiated directly with the DBE firm(s) listed**, and that it will use the listed firm(s). When awarded the contract, the prime contractor/ consultant shall enter into a contract agreement, directly or through its subcontractors/subconsultants, with the DBE firm(s) listed on the *Commitment to Contract with DBE* (**DBE-14**) form for the work and price set forth thereon. It is the responsibility of the prime contractor/consultant to obtain agreements for DBEs participating on lower tiers of this project. Agreements must be submitted to CBDP within seven (7) days from receipt of the *Notice to Proceed*.

- **Only DBEs that are certified, i.e., listed on the Wisconsin Uniform Certification Program (UCP) Directory, prior to the bid/proposal submission deadline will be counted towards satisfying the desired level of DBE participation on this project.** WI UCP Directory = www.county.milwaukee.gov/cbdp – click on "Certified Vendor List" on the left side of the page, click on "WisDOT Unified Certification Program Directory of Certified DBEs" link. **For further assistance please use the contact information listed below.**

Mark Phillips / mark.phillips@milwcnty.com / 414.278.5104