MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT DIVISION

CONSULTANT AGREEMENT

FOR

PROFESSIONAL SERVICES

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

Type "A" Agreement

PROJECT TITLE: _____

PROJECT LOCATION: _____

PROJECT NO: _____

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)** 20

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

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 Lump Sum Basis with Reimbursable Expense if required as outlined in this Agreement.

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

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

.1 Programming and Master Plan _____

.2 Schematic Design _____

.3 Design Development _____

.4 Contract Documents _____

.5 Bid Opening _____

.6 Construction Start _____

.7 Substantial Completion/Occupancy _____

.8 _____

.9 _____

.10 _____

3. BASIC SERVICES

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

3.1 Programming and/or Master Plan Phase

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

.1 Exterior and interior functional areas and spaces of the Project, with technical and equipment requirements on each;

.2 Comparisons between existing and proposed facilities and systems;

.3 Diagrams to describe proposed circulation and relationships between functional areas and departments;

.4 Descriptions of provisions for future changes and growth;

.5 Narrative of the rationale for proposed program and prioritized options to maintain Project budget.

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

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

3.2 Schematic Design Phase

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

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

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

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

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

3.3 Design Development Phase

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

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

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

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

3.4 Contract Documents Phase

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

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

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

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

3.5 Bidding Phase

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

3.5.2 CONSULTANT shall:

.1 Coordinate with OWNER for Advertisement of Bids. OWNER will prepare and place Advertisement of Bids.

.2 Make application for required plan approvals. Pay local and state Examination Fees and be reimbursed at cost (fee for General Building Permit to be paid by Contractor).

.3 Prepare necessary Addenda copies for distribution required to amend or clarify Bidding Documents. Complete Addenda so Bidders have access to them at least five (5) working days prior to bid opening. OWNER will mail out Addenda copies if they are delivered no later than seven (7) working days prior to bid opening.

.4 Conduct a pre-bid conference, log attendance, tour site and take minutes of the conference, with one (1) copy to OWNER.

.5 Review bids for conformance with bidding requirements. Make recommendations as to award of contract(s).

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

3.6 Construction Phase

3.6.1 The CONSULTANT shall provide clarifications necessary for construction; review and approve shop drawings and other submittals; coordinate colors and materials with OWNER as defined in the Contract Documents.

3.6.2 The CONSULTANT shall provide administration; coordination and on-site observation of the work in compliance with Wis. Stats. Chapter 443; confirm compliance with Contract Documents; determine quality and acceptability of materials provided and interpret Contract Documents; observe required tests; make recommendations regarding Change Orders and payments to contractors; and make recommendations as to Substantial Completion and final acceptance of the Project.

3.6.3 The CONSULTANT shall issue a Construction Bulletin ("CB") in response to all Requests for Information ("RFIs") estimated to impact the construction contract dollar amount by more than $5,000.00. A CB may be required on a case-by-case basis by the OWNER for RFIs estimated to impact the construction contract dollar amount by less than $5,000.00.

3.6.4 The number of additional CONSULTANT visits to site shall be as stated in the RFP.

3.6.5 The CONSULTANT shall not have authority over or responsibility for means, methods, techniques, sequences or procedures of construction selected by contractor(s) for safety precautions and programs incident to the work of contractor(s) or for the failure of contractor(s) to comply with laws, rules or regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing work.

3.7 General Consultant Services

CONSULTANT services applicable to the above phases include the following:

3.7.1 Conferences with OWNER, Users, Prime Contractors and subcontractors required to review and resolve questions regarding the Project.

3.7.2 When requested by OWNER, the CONSULTANT shall attend presentations and appearances before public bodies with OWNER to discuss details, to comment, to recommend, to give progress reports, and to obtain approvals.

3.7.3 **Cost Control:** The budget established by the OWNER for the construction of the Project and CONSULTANT fee shall be considered as absolute. The CONSULTANT shall advise OWNER in writing of the following:

.1 If directives or actions of OWNER increase the scope or cost of the Project or are considered by CONSULTANT to constitute Additional Services under this Agreement.

.2 If CONSULTANT becomes aware that current market conditions have changed sufficiently to preclude construction within the limits of the approved budget.

3.7.4 The CONSULTANT shall recommend to OWNER the obtaining of such investigations, surveys, tests, analyses, and reports as may be necessary for proper execution of CONSULTANT's services.

3.7.5 CONSULTANT shall comply with Wisconsin Laws pertaining to registered architects and engineers, and federal, state, and local laws, codes, and regulations relating to responsibilities in design and administration of this Agreement.

3.8 Performance Time

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

.1 Programming and/or Master Plan Phase _____

.2 Schematic Design Phase _____

.3 Design Development Phase _____

.4 Contract Document Phase _____

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

3.9 Record Documents

See **Attachment "H"**.

3.10 Subconsultant Services

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

3.10.1 CONSULTANT shall:

.1 Be responsible for services performed by any subconsultants under this Agreement.

.2 Be compensated for the cost of any subconsultants as provided under Payments (subconsultant compensation is included in the overall basic compensation total).

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

.1 Obtain OWNER's written approval for the hiring of each proposed subconsultant to be used in performance of the contractual obligations under this Agreement. Milwaukee County's Project Manager will indicate such approval and/or rejection on **Attachment "I"**.

.2 Within five (5) days of the above approval, subconsultant shall execute **Attachment "J"**, binding subconsultant to the terms and conditions of this Agreement including the Audit and Inspection of Records requirements.

.3 Milwaukee County will not approve as a subconsultant a person connected with a firm manufacturing, selling, or installing material or equipment that is or may be included in Project.

.4 Approved subconsultants shall also complete **Attachment "B"** (Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule) for potential additional services to be requested at a later date.

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

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

3.11 Additional Services

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

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

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

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

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

.1 The result of a change by OWNER from a previous instruction or approval given by the OWNER, including revisions made necessary by adjustments in OWNER's program or Project budget;

.2 Required by enactment or revision of codes, laws or regulations subsequent to preparation of such documents; or

.3 Due to changes required as a result of OWNER's failure to render decisions in a timely manner.

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

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

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

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

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

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

3.11.9 Providing other services as requested by the OWNER.

3.12 Reimbursable Expenses

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

3.12.1 The allowance for all reimbursables for the project shall not exceed _____ _____ Dollars ($ _____)

4. COMPENSATION (applicable to both CONSULTANT and subconsultants)

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

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

4.2 Additional Services Rate Itemization

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

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

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

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

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

- Social Security
- 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.

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 § 345.05(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 or ancestry, age, sex, sexual orientation, gender identity and gender expression, or disability, marital status, family status, lawful source of income or status as a victim of domestic abuse, sexual assault or stalking, 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) UTILIZATION SPECIFICATIONS

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

18.2 **DBE Goal**: This contract's DBE participation goal is __%. 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, approval 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 be based upon the revised contract total. **Contractors/Consultants, who are also DBE firms, must perform** at least thirty (30) percent of the contract with their own work force.

PRIOR TO BID/PROPOSAL OPENING

18.3 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) detailing the participation plan being proposed to meet or exceed this contract's participation goal. 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.

18.4 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 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.

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 goal. Mere pro forma efforts are not good faith efforts.

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.

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 secured actual pricing from the DBE firm. If awarded the contract, the contractor/consultant shall enter into contract agreement, directly or through subcontractors, with each DBE firm listed on the ***Commitment to Contract with DBE*** (**DBE-14**)

form(s) 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 execution of the purchase order.

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

a. Prime Contractor shall count towards the DBE requirement and be credited 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. CBDP is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.

b. Prime Contractor shall be credited with one hundred (100%) percent for the work performed by the DBE subcontractor with its own forces. If a DBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will not be counted towards the DBE goals unless the work is performed by another DBE firm. The Prime Contractor will be given credit for the cost of material and supplies obtained by the DBE and installed by the DBE for work on the contract. The Prime Contractor will also be given credit for the cost of equipment leased by a DBE subcontractor provided the equipment is not leased from the prime contractor or its affiliates.

c. Prime Contractor shall be credited with 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 the contractor.

d. Prime Contractor shall be credited with sixty (60%) of the expenditures for materials or supplies purchased from a certified DBE regular dealer.

A Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

Brokers, packagers and manufacturers' representatives or other persons who arrange or expedite transactions are not regarded as regular dealers.

e. Prime Contractor shall be credited one hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. A prime contractor shall also be credited with one hundred (100%) percent for fees or transportation charges for the delivery of material 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 material and supplies will not be credited towards its DBE goals.

f. Prime Contractor shall be credited with one hundred percent (100%) of transportation expenditures with DBE trucking firms provided the DBE firm is responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator; however, the DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by

a DBE. (Concrete ready mix operations will not receive credit for leased concrete delivery trucks from non-DBE firms).

g. Contractor/Consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.

18.9 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) 278-4747.

18.10 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

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 any subcontractors/ subconsultants or material suppliers, 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 by CBDP, 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.

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 is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.

18.13 After the execution of the contract, contractor/consultant must submit copies of executed **Subcontract Agreement(s)** for each DBE firm listed on the contract. Attach agreements to the first payment application. **APPLICATIONS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS ARE NOT SUBMITTED AS REQUESTED**. In addition, **contractor/consultant** shall document that each DBE is notified at least three (3) working days before start of their subcontract work.

18.14 Contractor/Consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.

18.15 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) 278-4747. 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. Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to subletting work on this project.

18.16 **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 from the start of the project to the end of each 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 AIA Document ***G703 - Continuation Sheet***, or similar, 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 11, above.

18.17 **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, in addition to a final ***DBE Utilization Report*** (**DBE-16**) covering the entire project. Milwaukee County will not process the final request for payment without inclusion of these required forms.

18.18 Milwaukee County has a revolving loan program for DBE firms. The program is administered by CBDP. Should the Prime Contractor utilize a DBE that is a participant in this revolving loan program, the contractor will cooperate fully and completely with the County to facilitate repayment of said loan. Said cooperation includes, but is not limited to, written information regarding balance of DBE subcontractor's contract, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under the revolving loan program

18.19 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 Additional Services Only
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 #** _____
(Lump Sum Contract Form)

Date: _____

Project Title: _____

Project No. _____

Consultant: _____

Services for the Month Ending: _____

_____

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

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

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

TOTAL THIS MONTH:

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

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

Approved for billing:

_____
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 ADDITIONAL CONSULTING SERVICES ONLY **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

DBE RFP LANGUAGE INSERT

NOTE: This language is typically inserted before or after the Affirmative Action/EEO Requirements sections.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The award of this contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of __%, and you must document those efforts. Your Proposal must state how you will meet the goal, including identifying the DBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met. Failure to do this will result in a determination of non-responsiveness, and rejection of your Proposal will occur. During the Contract, the successful Proposer will use the County's online reporting system to document DBE participation. The *Disadvantaged Business Enterprise (DBE) Requirements* and forms to be used are attached in this RFP.

A necessary step in the good faith efforts process is contacting Community Business Development Partners (CBDP) at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed by the following link:

https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH *DBE*

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT $ _____ DBE Goal**:** _____

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 (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____(Phone No._____), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when 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 law.

_____ _____ _____
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*** will be credited on this contract

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- 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 to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

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

FOR CBDP USE ONLY

Commitment number ___ **of** ___ **Project Total:** (A)_____ (V) $_____ Total % _____

Verified with: _____ _____ _____
Authorized Signature | Date

DBE-14 (12/01/14) **Previous Editions Obsolete**

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH *DBE*

DIRECTIONS FOR COMPLETING THIS FORM:

1. **TOTAL CONTRACT AMOUNT**: The participation goal is based on the total dollar value of your base bid, initial offer or initial scope of work, less allowance and/or reimbursable items. The successful Bidder/Proposer will maintain the approved participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, etc. Contract adjustments shall include proportional changes in participation.

2. **COMMITMENT**: Bidder/Proposer will complete this section affirming that they are committing work to the Targeted Firm named on this form. The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements/Purchase orders must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named firm and that they will be hired if awarded the contract by the County. VIOLATION OF THE TERMS OF THIS COMMITMENT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.

3. **AFFIRMATION**: Targeted firm receiving the commitment will complete this section. Name the firm with whom you will be contracting directly, and include a contact telephone number for verification purposes. The services being rendered in regard to this contract are to be performed by the employees of the Targeted firm named

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact us at
414-278-4851 or cbdpcompliance@milwaukeecountywi.gov

FIRM:_____ Project No: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to 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 $_____ CONTRACT % COMPLETE _____

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

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

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

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

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

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

DBE-16 (08/01/13) **Previous Editions Obsolete**

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

(This report must be submitted with each payment application)

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

THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

CONTRACT CLOSE-OUT
DBE PAYMENT CERTIFICATION

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

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

DBE Firm: _____

Project No.: _____ **Project Name:** _____

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

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

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

Date_____, 20___

_____ _____

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

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

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

Date: _____, 20___

_____ _____

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

_____ _____

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

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

_____ Date: _____
Subconsultant's Name

_____ If Principal is a Corporation
Signature IMPRINT CORPORATE SEAL

_____
Title

ATTACHMENT "J"

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 day and year first above written.

FOR MILWAUKEE COUNTY

Gregory G. High, Director DAS-Architecture, Engineering And Environmental Services	(DATE)	Teig Whaley-Smith, Director Administrative Services	(DATE)
Comptroller Office of the Comptroller	(DATE)	Chris Abele, County Executive Office of the County Executive	(DATE)

REVIEWED AS TO INSURANCE REQUIREMENTS

Risk Manager (DATE)

REVIEWED AS TO DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
Approved with regards to
County Ordinance Chapter 42

Community Business Development Partners (DATE)

Approved as to form and Independent contractor status by Corporation Counsel

Corporation Counsel (DATE)

Approved as compliant under Sec. 59.42(2)(b)5, Stats.

Corporation Counsel (DATE)

BY CONSULTANT/CONTRACTOR

Contracting Firms Name

Date

Title

Signature

If Principal is a Corporation
IMPRINT CORPORATE SEAL

Witnessed by

CB File No. _____