MILWAUKEE COUNTY

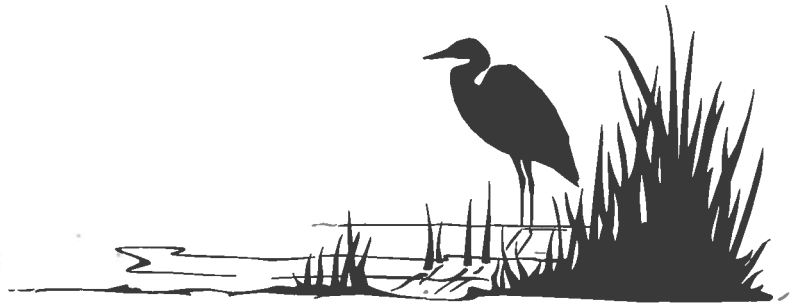
Department of Administrative Services

Environmental Services Unit

633 West Wisconsin Avenue, Suite 1000
Milwaukee, Wisconsin 53203

REQUEST FOR PROPOSAL
FOR
Doyne Park Landfill Phase 2 Design
PROJECT NO. V022-15802-OB

March 2016



DEPARTMENT OF ADMINISTRATIVE SERVICES

Milwaukee County

March 14, 2016

To: Interested Consultants

Subject: Request for Proposal (RFP) for Professional Services
Doyne Park Landfill Phase 2 Design

Project Number: V022-15802-OB

Contract Type: Type C – Actual Cost, Not-To-Exceed

Dear Consultant:

Milwaukee County Department of Administrative Services is requesting proposals from qualified firms to provide environmental engineering services related to a closed landfill site located in Milwaukee County. The project background and scope of work are attached.

There is an optional pre-proposal meeting on Wednesday March 23, 2016 at 10:00 a.m. in the 10th floor conference room, 633 West Wisconsin Ave, Milwaukee, WI 53203. Four (4) copies of the proposal are due by 4:00 p.m. on Monday, March 28th, 2016, at the offices of the Milwaukee County Department of Administrative Services, Environmental Services Unit, 633 West Wisconsin Ave, 10th Floor, Milwaukee, WI 53203. We anticipate that the contract will be awarded in early April and the selected firm shall initiate the work in early May.

There is a minimum 25% DBE requirement for this project. Proposals should describe how this requirement would be met.

Questions regarding this RFP should be sent in writing, by mail, or e-mail to:

Steve Keith, P.E.
Environmental Services Unit
Milwaukee County Department of Administrative Services
633 W. Wisconsin Ave.
Milwaukee, WI 53203
E-mail: stevan.keith@milwaukeecountywi.gov

Sincerely,

Steve Keith, PE

Attachments

cc: Greg High, AE&ES w/o attachments
Brian Engel, CBDP w/o attachments

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Appendix A: SCS Predesign Report

March 14, 2016

To All Interested Consultants

Project : **Doyne Park Landfill Phase 2 Design**

Project No.: **V022-15802-OB**

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

Milwaukee County Department of Administrative Services is requesting proposals for professional consulting services for design of repairs to the aging landfill gas control system at the Doyne Park Landfill in Milwaukee, WI. The project background and scope are attached.

Milwaukee County seeks to implement financially feasible, technologically sound strategies to conserve energy and surpass current norms for water conservation, waste management/recycling and the quality of the environment, while maintaining the safety of residents in adjoining neighborhoods. The County will require that these priorities be considered in the design of this project where applicable.

There is a minimum 25% DBE requirement for this project. Proposals should describe how the Consultant will meet this requirement.

I. BACKGROUND

The Doyne Park Landfill is located at 942-970 North Hawley Road, which is the location of the former Hawley Road Landfill. The site location is shown on Attachment 1. Two quarries were in operation on this site in the late 1800s and early 1900s. The City of Milwaukee utilized these quarries for disposal of solid waste. The site is approximately 40 acres, of which Milwaukee County owns the easterly 35 acres and operates as a golf course, and the City of Milwaukee owned the westerly 5 acres. The total volume of waste at the site is estimated at 2.5 to 5.17 million cubic yards. In 2003, the City of Milwaukee transferred their 5-acre property to the Badger Association for the Blind, now known as Vision Forward, to build an asphalt paved parking lot which was constructed in the summer of 2003.

In 1995, Milwaukee County retained AECOM, formerly known as Earth Tech, and prior to that Rust Environment & Infrastructure, to prepare a gas migration control system for the Doyne Park Landfill. AECOM conducted a limited site investigation and submitted the final report of its findings to the Wisconsin Department of Natural Resources (WDNR) in August 1996.

The report contained investigations of site background, physical and chemical characterization of landfill gas, landfill liquid, groundwater quality, cap condition, waste type, limits of waste, and extent of gas migration. The report concluded that there is very little organic material remaining in the fill, and approximately 43 percent of the fill was saturated. Also, the site is generating approximately 550 cubic feet of gas per minute, and the gas generated within the landfill is escaping through the cap. Additionally, methane gas concentrations varying between 0 and 25 percent by volume were present at the south boundary of the landfill at the time of the report, and the concentration of methane outside the limit of fill is less than within the fill. Finally, the report concluded that fill exists beyond the property boundary and, in some cases, beneath private structures.

To address landfill gas migration, Milwaukee County constructed a landfill gas migration control system at the site. The project was a joint effort with the City of Milwaukee. Construction activities for the gas migration control system occurred between December 16, 1996 and August 13, 1998. The contractor was RTE Environmental Solutions, and construction occurred in two phases. Construction observation was performed by AECOM and TN & Associates, Inc., as part of the conditions of approval issued by the WDNR on December 20, 1996, for the landfill gas migration control system.

Phase I commenced on December 16, 1996, and was substantially complete on August 13, 1997. That phase consisted of installation of the 38 vertical landfill gas wells and associated wellhead assemblies and vaults, approximately 3,200 feet of buried pipe, a blower station and associated controls, and two underground condensate tanks. Additionally, approximately 0.25 acres of landfill cover erosion repair and approximately 0.25 acres of landfill cover re-grading and drainage improvements were made. Phase 1 also included excavation, backfill, drill cuttings disposal, and restoration work associated with the previously described tasks. The 25 gas monitoring probes were installed during previous project activities.

Phase II commenced on July 6, 1998, and was completed on August 13, 1998. It consisted of re-laying landfill gas header pipe, which had settled due to flooding between landfill gas wells GW13 and GW15, and installation of driplegs at gas wells GW1 and GW7.

The current landfill gas system consists of 38 vertical landfill gas wells, 25 gas monitoring probes, approximately 3,200 feet of buried pipe, 2 underground condensate storage tanks, a blower, and a vent pipe. The blower creates a vacuum on the gas system which causes the landfill gas from within the fill to flow toward the vertical gas wells. The gas enters the wells and travels through the underground header piping to the blower, which vents the gas through the vent stack to the atmosphere.

The gas collected by the active system is vented to the atmosphere and not burned because Doyne Park Landfill primarily received foundry sands, brush, and construction debris; consequently, methane concentrations and landfill gas volumes are substantially lower than typical municipal solid waste landfills.

Condensate formed during landfill gas collection is routed to two underground storage tanks. When the tanks are near full, a vacuum truck removes the condensate and discharges it to a nearby sanitary sewer. The condensate is sampled annually and the volume pumped is recorded.

The gas control system can also be operated in passive mode. Passive mode uses a series of five vertical vent pipes with a rotary ventilator at the top to vent the landfill gas. Passive mode is used if the blower is inoperable, or when active blower operation is not necessary to control landfill gas migration. A valve at each vent pipe opens the vent to allow for passive operation; while the system is in active mode, these vents are closed.

The gas wells, located along the south side of the Doyne Park Landfill and within the adjacent Vision Forward parking lot, collect landfill gas and reduce the potential for landfill gas to migrate toward nearby dwellings. The gas monitoring probes are located between the gas wells and dwellings to allow testing for methane gas, to assess the performance of the gas system, and to confirm that gas is not migrating toward dwellings. A map showing the gas wells, probes, and other site features is included in Attachment 2.

Milwaukee County is required to monitor landfill gas wells and probes for methane, oxygen, carbon dioxide, barometric pressure, and ambient air temperature. All gas monitoring probes were to be monitored quarterly for the first year and semi-annually thereafter.

Additionally, landfill gas condensate is required to be sampled annually for volume, field pH, field temperature, chemical oxygen demand (COD), 5-day biological oxygen demand (BOD_5), and total suspended solids (TSS).

In 2014 Milwaukee County replaced the blower motor and controls. These upgrades are detailed in "Addendum to the Operation and Maintenance Manual" dated January 2015, prepared by SCS Engineers.

In 2015 SCS Engineers prepared a pre-design report with an alternatives evaluation.

II. SCOPE OF CONSULTANT SERVICES

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

1. GENERAL REQUIREMENTS

The consultant shall become familiar with all aspects of the existing landfill gas control system, landfill cap, monitoring, and other landfill systems.

The coordination and direction of the consultant is through the Environmental Services Unit of the Department of Administrative Services. Other stakeholder involvement such as with the Milwaukee County Parks Department is coordinated by Environmental Services.

The basic scope shall include design of modifications of the gas control system and surface water management as outlined in Option 2 of the pre-design report issued by SCS Engineers in 2015 (Appendix A).

2. BASIC SERVICES

Task 1 – Project Management

- Staff and subconsultant management, invoices and other work as necessary for project delivery.

Task 2 – Design Documents

- Prepare a detailed design for bidding and construction and develop an Engineer's Cost Estimate. Provide sets of intermediate (60%) and prefinal (90%) design plans and technical specifications for review, prior to preparing the final (100%) design.

Task 3 – Meetings

- Attend meetings to discuss project progress, review deliverables and discuss your proposed design. For the purposes of this proposal, assume four (4) meetings will be held at Milwaukee County offices at 633 W. Wisconsin Ave.

Task 4 – Services During Construction

- Provide review of construction submittals and shop drawings
- Provide on-site observation of construction for purposes of documenting and ensuring general conformance with the drawings and specifications.
- Prepare any reports required by the WDNR to document the changes to the system

3. QUALITY CONTROL

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

III. PROJECT TIMETABLE

1. March 14, 2016 - Issue Request for Proposal
2. March 23 – Optional Pre-proposal meeting
3. March 28 – Proposals Due
4. Mid-April - Consultant Award
4. May - Anticipated Contract Execution
5. June 1 – Notice to Proceed
6. July 15 - Final Design Complete
7. September – Construction Phase

IV. PRE-PROPOSAL MEETING

There is an optional pre-proposal meeting as follows:

10AM Wednesday March 23, 2016
633 W. Wisconsin Ave. – 10th Floor Conference Room.
Milwaukee, WI 53203

V. RELATED WORK BY OTHERS

Copies of O&M manuals, annual operational reports, and designs are available for review at Milwaukee County offices upon request.

VI. PROPOSAL CONTENT

The proposal shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines (see Attachment 4). The proposal shall include the Consultant Proposal Form (see Attachment 5) and the following information:

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

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

Letter of Transmittal: The name and description of the organization submitting the proposal briefly stating the proposer's understanding of the service to be provided.

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

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

Sub-Consultants: Indicate the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Also state their past experience in the field.

Project Approach: Provide a detailed description of your understanding of and approach to each part of the "Scope of Services" section of this RFP.

Scheduling: Will be based on contractor schedule. Base proposal on schedule provided in this RFP.

Constant Effort: Provide a detailed breakdown of the direct hours by task, position, and person to complete the project as described in this RFP. Complete the forms found in Attachment 5, including: Supplemental Form A, Attachment B-1 (Manpower, Direct Salary Rate and Overhead factor Schedule), Attachment B-2 (overhead rate form).

Include a $5,000 Miscellaneous Allowance in your proposed expenses.

DBE Goals: *This project has a Disadvantaged Business Enterprise (DBE) participation goal of 25%.* The award of this contract is conditioned upon your good faith efforts in achieving this goal, and you must document those efforts. Proposals 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. During the contract period, the successful proposer shall use the County's online reporting system to document DBE participation. The Good Faith Effort requirements and forms to be submitted are in Attachment 6.

A necessary step in the good faith efforts process is contacting Community Business Development Partners 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

Quality Control: Describe your company's role and individuals involved in documenting quality control on the project.

Fee Proposal: The fee for this project shall be clearly stated in the proposal as an actual cost not-to-exceed fee for basic services and broken down for five primary project tasks. A dollar amount for reimbursable items as described in the proposal shall also be clearly stated. The Consultant Proposal form in Attachment 5 shall be completed indicating the "basic services" amount and the "reimbursables" amount. Failure to complete the Consultant Proposal form may result in rejection of the proposal. Progress payments for those services will be made as stated in the sample professional service agreement in Attachment 3.

VII. PROPOSAL EVALUATION

See the attached Milwaukee County Proposal Preparation, Submission and Evaluation Guidelines for the evaluation criteria. Proposers must recognize this is not a bid procedure, and a Professional Services agreement will not be awarded solely on the basis of the low fee proposal.

Milwaukee County reserves the right to accept or reject any and all proposals, issue addenda, request clarification, waive technicalities, alter the nature and/or scope of the proposed project, request additional submittals, and/or discontinue this process.

VIII. GENERAL REQUIREMENTS

1. The successful consultant and/or any contractor affiliated with the prime consultant shall be prohibited from submitting bids in the construction bidding process for this project.

2. Selected Consultant shall follow Milwaukee County Code of Ethics as follows: No person(s) with a personal financial interest in the approval or denial of a Contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that Contract during its consideration. Contract consideration shall begin when a Contract is submitted directly to a County department or to an agency until the Contract has reached final disposition, including adoption, County Executive action, proceeding on veto (if necessary) or departmental approval.

3. The successful consultant must be an Equal Opportunity Employer.

4. The proposal shall conform with all attached documents. All proposals should use this RFP and its attachments as the sole basis for the proposal. The issuance of a written addendum are the only official method through which interpretation, clarification or additional information will be given. Only written responses to questions shall be official. The County reserves the right to not respond to questions submitted less than two working days prior to RFP due date.

5. All costs for preparing a proposal, attending the selection interview if required, or supplying additional information requested by Milwaukee County, is the sole responsibility of the submitting party. Material submitted will not be returned.

6. The proposal must be submitted in a single bound 8-1/2" x 11" document.

7. All materials submitted with the consultants proposals shall become property of Milwaukee County.

8. With the signing and submission of a statement or proposal the submitting consultant certifies that the standard terms and conditions of the Agreement for Professional Services (that will be used to contract with the selected consultant) has been read and understood and that the submitting consultant is ready, willing and able to sign the agreement when requested without making any substantive changes.

Please return four (4) copies of your proposal no later than ***4P.M. on March 28, 2016,*** to

Steve Keith, P.E.
Milwaukee County Environmental Services
633 West Wisconsin Avenue, Milwaukee, WI 53203
Telephone (414) 278-4355, email stevan.keith@milwaukeecountywi.gov

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

Sincerely,

Steve Keith, P.E.
Project Manager

Attachments:

Attachment 1: Project Vicinity Map

Attachment 2: Site Map

Attachment 3: Sample Consulting Contract

Attachment 4: Proposal Guidelines & Checklist

Attachment 5: Consultant Proposal Forms

Attachment 6: DBE Good Faith Effort Instructions and Forms

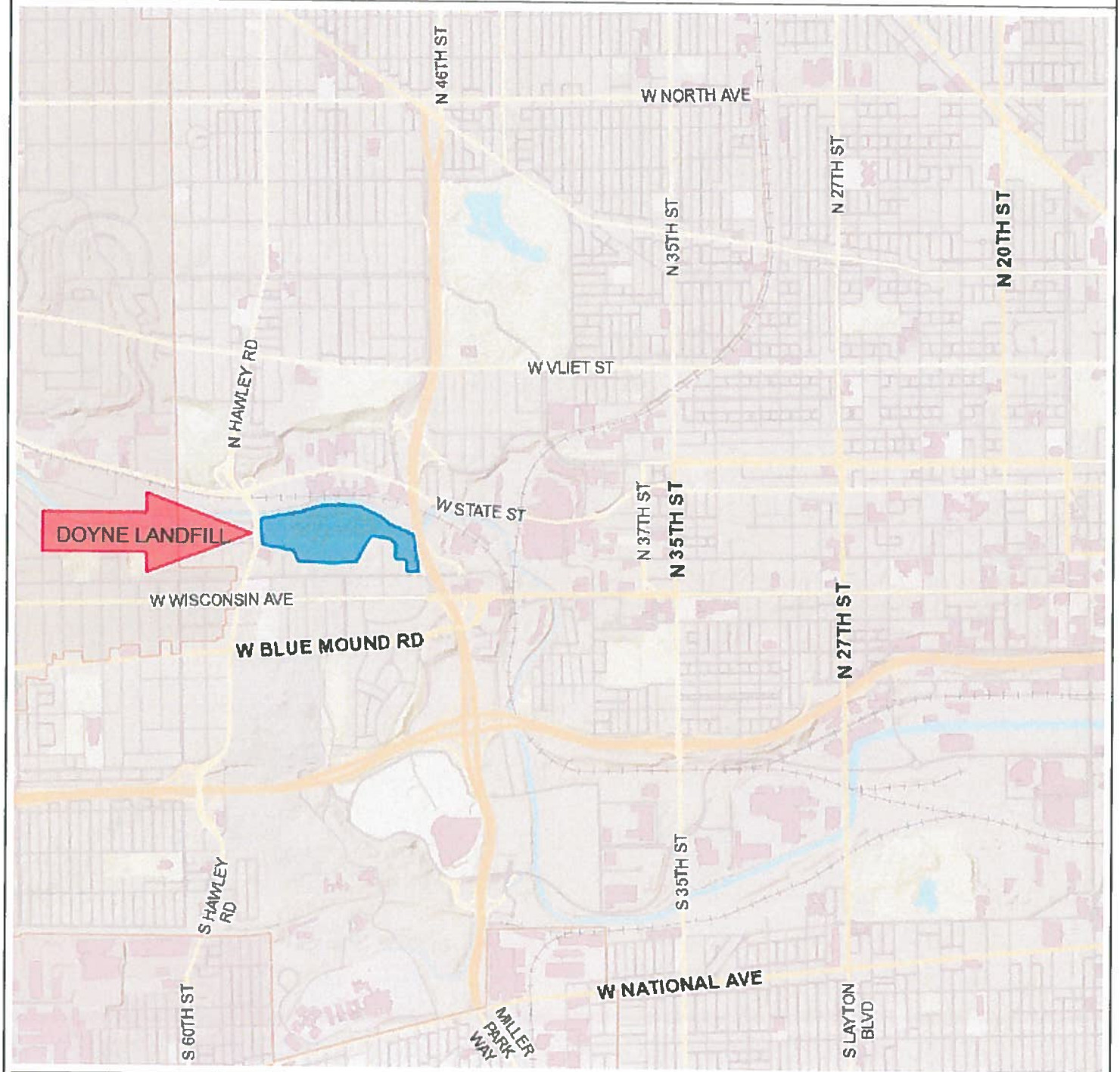
Appendices:

Appendix A – Predesign report

ATTACHMENT 1

Project Vicinity Map

MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



Projection
NAD_1927_StatePlane_Wisconsin_South_FIPS_4803

Notes
Doyne Park Landfill

Legend 1: 26,862

Structure

THIS MAP IS NOT TO BE USED FOR NAVIGATION

© MCAMLIS

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website.The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

4,477 0 2,238 4,477 Feet

ATTACHMENT 2

Site Map

DOYNE LANDFILL
MILWAUKEE COUNTY
MILWAUKEE, WI
1"=100'
Legend
N
250
500
1,000
Feet

ATTACHMENT 3

Sample Consulting Contract

MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT DIVISION

CONSULTANT AGREEMENT

FOR

PROFESSIONAL SERVICES

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

Type "C" 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: _____

Last Reviewed by Corporation Counsel – December 2012

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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

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E - INSURANCE CERTIFICATES & PROOF OF FINANCIAL

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

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

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

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

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

L - SIGNATURE PAGE L

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

_____

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

1. GENERAL CONSULTANT

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

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

_____ is the designated principal.

2. PROJECT SCOPE

2.1 Work within the scope of this Agreement shall include the tasks and objectives set forth in the OWNER's Request for Proposal ("RFP"), which is incorporated herein by reference, the CONSULTANT's Scope of Work (see **Attachment "A"**), and any Addenda, on a Not-to-Exceed Sum Basis with Reimbursable Expense if required as outlined in this Agreement.

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

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

.1 Programming and Master Plan _____

.2 Schematic Design _____

.3 Design Development _____

.4 Contract Documents _____

.5 Bid Opening _____

.6 Construction Start _____

.7 Substantial Completion/Occupancy _____

.8 _____

.9 _____

.10 _____

3. BASIC SERVICES

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

3.1 Programming and/or Master Plan Phase

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

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

.2 Comparisons between existing and proposed facilities and systems;

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

.4 Descriptions of provisions for future changes and growth;

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

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

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

3.2 Schematic Design Phase

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

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

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

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

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

3.3 Design Development Phase

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

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

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

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

3.4 Contract Documents Phase

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

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

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

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

3.5 Bidding Phase

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

3.5.2 CONSULTANT shall:

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

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

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

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

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

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

3.6 Construction Phase

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

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

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

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

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

3.7 General Consultant Services

CONSULTANT services applicable to the above phases include the following:

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

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

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

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

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

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

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

3.8 Performance Time

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

.1 Programming and/or Master Plan Phase _____

.2 Schematic Design Phase _____

.3 Design Development Phase _____

.4 Contract Document Phase _____

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

3.9 Record Documents

See **Attachment "H"**.

3.10 Subconsultant Services

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

3.10.1 CONSULTANT shall:

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

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

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

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

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

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

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

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

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

3.11 Additional Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.11.9 Providing other services as requested by the OWNER.

3.12 Reimbursable Expenses

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

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

4. COMPENSATION (applicable to both CONSULTANT and subconsultants)

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

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

4.2 Additional Services Rate Itemization

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

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

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

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

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

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

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

4.3 Payment for Approved Additional Services

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

4.3.1 Non-Reimbursable Costs and Services

If arbitration or court proceedings are brought against OWNER for damages or other relief attributable to the negligent acts of CONSULTANT or defective drawings, specifications, or other Contract Documents for which the CONSULTANT is responsible, CONSULTANT, to the extent CONSULTANT is found responsible, shall assume the defense, bear any related legal expense, and satisfy awards and judgments resulting from such claims. The CONSULTANT shall pay the costs of revisions to drawings or other documents because of errors or omissions on the part of CONSULTANT.

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

5. PAYMENTS

Payments to CONSULTANT for services shall be made as follows:

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

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

5.2 Monthly Invoices and Retainage

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

5.3 Progress Payment limitations

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

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

5.4 Final Payment

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

.1 OWNER is in receipt of CONSULTANT's signed Certification of Substantial Completion (A.I.A. Document G704) in conformance with Contract Documents (for each contract).

.2 OWNER is in receipt of "Record Documents".

.3 OWNER is in receipt of CONSULTANT's invoice labeled "Final Billing".

.4 OWNER has determined that CONSULTANT has performed the obligations under this Agreement.

5.4.2 Final payment shall be the release of the five percent (5%) retainage, held by OWNER from partial payments for performance under this Agreement.

5.4.3 Upon notification from OWNER to the CONSULTANT that the obligations under this Agreement have been completed, the CONSULTANT shall within thirty (30) calendar days submit for payment a final invoice for any remaining unpaid charges. Should the CONSULTANT fail to respond within the thirty (30) days, the OWNER will assume no additional charges have been incurred. OWNER will transmit to CONSULTANT notice of termination of this Agreement with a check for any remaining retainage.

6. DISPUTE RESOLUTION

6.1 Claims, disputes and other matters in question between the CONSULTANT and the OWNER arising out of or relating to the Agreement or breach thereof, which cannot be resolved through negotiation between the parties, shall be subject to and decided at the sole discretion of the OWNER, either by the process and procedures set forth in Article 6 of AIA Document B901, Part 1, (1996 edition, not bound herein) Dispute Resolution – Mediation and Arbitration or in a court of law.

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 Basic Services & Additional Services
Separate Schedule Required for Prime Consultant & each Subconsultant

Firm Name: _____ Principal-in-Charge: _____

Wisconsin Reg. Number: _____

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

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

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

Name	Classification	Direct Salary Rate/Hour

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

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

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

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

as of: _____, 20____

Signature: _____

Title: _____

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

_____

Date: _____, 20_____

Signature: _____

Title: _____

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

Overhead Rate = _____ (Without Profit)

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

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

_____
(Accounting Practice Used)

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

Signature: _____ Date: _____

Title: _____

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

GUIDELINES FOR REIMBURSABLE EXPENSES

GENERAL.

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

DEFINITION.

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

DOCUMENTATION.

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

REIMBURSABLES BUDGET ALLOWANCE.

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

AUTHORIZED OUT-OF-TOWN TRAVEL.

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

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

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

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

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

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

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

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

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

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

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

INVOICE FOR CONSULTING SERVICES **Invoice #** _____
(Not-To-Exceed Sum Contract Form)

Date: _____

Project Title: _____

Project No. _____

Consultant: _____

Services for the Month Ending: _____

_____

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

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

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

TOTAL THIS MONTH:

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

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

Approved for billing:

_____
Consultant

_____
Signature

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

_____
Signature

_____
Title

_____
Date

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS PROJ. NO._____

CONSULTANT: _____ INVOICE #: _____

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

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

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

Fee Incr. # _____
Fee Incr. Total $ _____

Date: _____
Project Title: _____
Project No. _____
Consultant: _____

Services for the Month Ending:_____

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

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

Sub-total_____

2.) **SUBCONSULTANTS**
(Attach itemizations in same form as above) **Sub-total**_____

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

TOTAL THIS MONTH:

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

CURRENT PAYMENT DUE: _____
(Attach continuation sheet on job status)

Approved for billing:

_____
Consultant

_____
Signature

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

_____
Signature

_____
Title

_____
Date

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

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:_____
(Name & Title)

Approved by:_____
(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 DEPT. OF ADMINISTRATIVE SERVICES - FACILITIES MANAGEMENT DIVISION
RECORD DOCUMENT STANDARDS FOR PROFESSIONAL SERVICES
SECTION H – 2015

I. RECORD DOCUMENTS

The Prime Consultant shall prepare and file record documents of the project with Milwaukee County DEPT. OF ADMINISTRATIVE SERVICES - FACILITIES MANAGEMENT DIVISION, 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 2013, Microsoft Office 365 or newer. 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 contacting John Bunn (414-278-3921).
These materials shall be submitted on a CD-ROM which 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 2013 software, or higher, and be capable of residing on an IBM-compatible computer utilizing Windows 7, Windows 7 Professional, or newer operating systems. Provide drawings in DWG & PDF formats. **Drawings submitted in DXF format will NOT be accepted**.

The Consultant shall use AutoCAD 2013 or newer for AutoCAD engineering drawings.

Obtain Milwaukee County drawing format standards for title blocks and cover sheets: B_1711, D_3624, and/ or F_4230 by contacting the Architect/ Engineer of Record for the Project.

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, and (1) additional copy of drawings on separate CD in PDF format.

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 be submitted in Model Space. However, final drawings may be submitted in Paper Space as long as AutoCAD Drawing Standards A-1 through 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 **(page H-20)**
   2. standard drawing conversion scale **(page H-21)**
   3. standard title blocks **(B_1711, D_3624, E_4230)**
   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" x12"	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"
F = 30" x 42"	

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 **(pages H-6 through H-19)**; or for approval of your firm's standard layer index.

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 DAS - 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 (DWG & PDF)
3. Project Manual & Detail Manual	(1) set hard copy (1) set electronic file

B. **As-Built/Record Documents:** Prepare and submit the following record documents to the DAS - 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 (DWG & PDF)
2. Project Manual & Detail Manual	(2) sets hard copy (1) set electronic file
3. Operating/Maintenance Manuals	(2) sets hard copy, (1) set electronic file

The Prime Consultant and his/her sub-consultants 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 DTPW 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 sub-consultants 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:
   4. MILWAUKEE COUNTY Project Number
   5. MILWAUKEE COUNTY Site I.D. and Building I.D.
   6. MILWAUKEE COUNTY Drawing Name and Description
   7. Sheet number
   8. Text Style
   9. Image Files
   10. 3rd-Party Fonts
   11. **Layer Log** for each Drawing Sheet including layer name, state (on/off), color, linetype, 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 DAS's CADD system (AutoCAD 2013).

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 firm's name may be inserted in the designated space provided within Milwaukee County's Standard Title Block.

F. For an example of file and layer indexing, please visit http://county.milwaukee.gov/ImageLibrary/Groups/cntyArchEng/dturzai/09172013forward/SectionHFileLayerIndex2015.pdf

SUBMIT TO:

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
ARCHITECTURAL, ENGINEERING & ENVIRONMENTAL SERVICES DIVISION
633 WEST WISCONSIN AVENUE – SUITE 1000
MILWAUKEE, WI 53203

PHONE: 414-278-3986

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

COMPLETE LISTING OF SUBCONSULTANTS
(To Be Completed by Prime Consultant)

Date: _____
Project Title: _____
Project No. _____
Prime Consultant: _____

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

No.	Name & Address	Type of Service	Principal Contact

For Prime Consultant:

_____
Signature

_____
Name

_____
Title

_____
Date

For Milwaukee County
Department of Administrative Services
Facilities Management Division

Approved (No.'s): _____

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

_____
Signature

_____
Name

_____
Title – Project Manager

_____
Date

ATTACHMENT "I"

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date: _____

Project Title: _____

Project No. _____

Prime Consultant: _____

This is to certify that I/We:

Subconsultant Name: _____

Address: _____

_____

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

Type of Services: _____

_____

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

SUBCONSULTANT

_____
Subconsultant's Name

Date: _____

_____
Signature

If Principal is a Corporation
IMPRINT CORPORATE SEAL

_____
Title

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT AGREEMENT CLOSEOUT CHECKLIST

Consultant:_____

Project: _____ Project No. _____

Agreement (contract) No. _____ Effective Date _____

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 _____ (FCAP Records)

☐ 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)
Jeremy Theis, Director DAS- Facilities Management Division	(DATE)	Chris Abele, County Executive Office of the County Executive	(DATE)
Comptroller Office of the Comptroller	(DATE)		

REVIEWED AS TO INSURANCE REQUIREMENTS

Risk Manager (DATE)

Approved as to form and
Independent contractor status
By Corporation Counsel

Corporation Counsel (DATE)

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

Community Business Development Partners (DATE)

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

Corporation Counsel (DATE)

BY CONSULTANT/CONTRACTOR

Contracting Firms Name

Date

Title

Signature

Witnessed by

If Principal is a Corporation
IMPRINT CORPORATE SEAL

CB File No. _____

ATTACHMENT 4

Proposal Guidelines & Checklist

PROPOSAL PREPARATION, SUBMISSION & EVALUATION

I. Explanation to Prospective Offerors

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

II. Complete Proposals

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

III. Unnecessarily Elaborate Proposals

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

IV. Retention of Proposals

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

V. Examination of Proposals

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

VI. Legal Status of Offeror

Each offeror must provide the following information in its proposal:

A. Name of the offeror;

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

C. Copy of any current license, registration, or certification to transact business in the State of Wisconsin if required by law to obtain such license, registration, or certification. If the offeror is a corporation or limited partnership and does not

provide a copy of its license registration, or certification to transact business in the State of Wisconsin, the offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

D. Copies of any current license, registration or certification required in RFP;

E. If the offeror is a partnership of joint venture, names of general partners or joint venturers.

VII. Organization of Offeror

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

VIII. Offerors Authorized Agent

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

IX. Price Schedule Submission

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

X. Certification and Representations

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

XI. Signing of Offers

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

XII. Proposal Guarantee

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

XIII. Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment or by letter or telegram including mailgrams. The County must receive the acknowledgment by the date and time specified for receipt

of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

XIV. Late Proposals and Modifications and Withdrawals of Proposals

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

XV. Proposal Evaluation Criteria

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

SAMPLE CRITERIA

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

b. Project approach and understanding, including strategy to perform requested work and time schedule. Weight: 30%.

c. Qualifications and experience. Weight: 35%

d. Fee and hourly rates. Weight: 15%.

XVI. Staffing

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

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

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

Offeror shall provide the following information for every resume:

- Full name
- Title and areas of specialty
- Affiliation (that is, staff of offeror or subconsultant)
- Experience directly related to the proposed project

- Education/training

- Individual personnel hours and percentage of total project time which will be devoted to the proposed project in total and broken down by task. (See suggested matrix below)

- Resumes shall be included for all personnel expected to work on the project. Only resumes of staff or subconsultant staff employed by or under contract with the firm as of the date of proposal submission are to be included.

PROPOSAL CHECKLIST

- ☐ Letter of transmittal
- ☐ Cover page
- ☐ Table of contents
- ☐ Description and experience of organization, staff and subconsultants
- ☐ Project approach
- ☐ Project schedule
- ☐ Consultant (Cost) Proposal, signed by Principal In Charge
- ☐ Labor/Cost Breakdown per Supplementary Form A-1
- ☐ Allowances (Miscellaneous Allowance) included in "Reimbursables" amount in Consultant Proposal?
- ☐ Completed List of Subconsultants (Attachment I-1)
- ☐ Subconsultant Compliance Certification Form ("Attachment J-1"), signed by authorized representative of subconsultants [one for each site]
- ☐ Completed Manpower, Direct Salary Rate and Overhead Factor Schedule ("Attachment B-1 and B-2")
- ☐ Overhead rate (Attachment B-2)
- ☐ Commitment to Subcontract With DBE Firms (Form 14PS), signed by authorized representative
- ☐ Subconsultant Information Sheet (Form DBD-002PS)
- ☐ EEO Form, signed by authorized representative
- ☐ Four (4) copies of proposal, sealed in envelope or equivalent

ATTACHMENT 5

CONSULTANT PROPOSAL FORMS

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
ARCHITECTURE, ENGINEERING & ENVIRONMENTAL SERVICES SECTION

PROJECT:
Doyne Park Landfill Phase 2 Design
V022-15802-OB

CONSULTANT PROPOSAL

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

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

(_____)

II. REIMBURSABLE EXPENSES

ACTUAL COST : $ _____

(_____)

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

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

(_____)

IV. PRINCIPAL IN CHARGE

Name of Principal _____

Architect or Engineer's Registration No. in Wisconsin_____

Other Registration No. In Wisconsin _____

Flat hourly rate for principal _____

Participation of Disadvantaged Business Enterprises is waived for this project.

_____
Firm Name

_____
Authorized Signature

_____
Title

_____
Date

Supplementary Form A-1

Doyne Park Landfill Phase 2 Design - Consultant Effort Breakdown

Title: Hourly Rate:	Principal ($__/hr)	Senior Eng ($__/hr)	Proj Eng ($__/hr)	Hydro ($__/hr)	Tech ($__/hr)	Proj Asst ($__/hr)	Total Hour	Total Labor Cost	Expense Cost	Subtotal
Task 1 - Project Management Task 2 - Design Task 3 - Meetings Task 4 - Services During Construction										
						Basic Services Subtotal:				
Expenses Allowance										$5,000.00
						Reimbursable Subtotal:				
						TOTAL:				

Use this form, or equivalent to provide a breakdown of labor hours and expenses on a per-task basis.
The subtotals for Basic Services and Reimbursable should correspond to the amounts listed on the Fee Proposal.
Feel free to break tasks down into more specific sub tasks.

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

COMPLETE LISTING OF SUBCONSULTANTS
(To Be Completed by Prime Consultant)

Date:_____

Project Title: _____
Prect 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

_____

For Milwaukee County
Department of Administrative Services
Facilities Management Division

Approved (No.'s):_____

Rejected/Resubmit (No.'s): _____

_____

_____

_____
Signature

_____
Name

_____
Title - Project Manager

_____

ATTACHMENT "I"

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date: _____

Project Title: _____

Project No. _____

Prime Consultant: _____

This is to certify that I/We:

Subconsultant Name: _____

Address: _____

_____

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

Type of Services: _____

_____

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

SUBCONSULTANT

_____
Subconsultant's Name

Date: _____

_____
Signature

If Principal is a Corporation
IMPRINT CORPORATE SEAL

_____
Title

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.

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

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

Firm Name: _____ Principal-in-Charge: _____

Wisconsin Reg. Number: _____

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

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

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

Name	Classification	Direct Salary Rate/Hour

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

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

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

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

as of: _____, 20____

Signature: _____

Title: _____

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

_____

Date: _____, 20____

Signature: _____

Title: _____

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

Overhead Rate = _____ (Without Profit)

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

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

_____
(Accounting Practice Used)

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

Signature: _____ Date: _____

Title: _____

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 _____

_____ Signature of Notary Public

State of_____. My Commission expires_____.

[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

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

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or

SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify) _____ (Henceforth referred to as VENDOR) certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees; notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees and segregated facilities at any of its establishment, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtain or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any sub-contracts, and that it will retain such certifications in its files.

Reporting Requirements

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, Milwaukee County-City Campus, 9th Floor, 2711 W. Wells Street, Milwaukee Wisconsin 53208. If a current plan has been filed, indicate where filed _____ and the year covered _____. Please provide proof of your AA Plan approval.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha,
(No. of employees)
Ozaukee and Washington, Wisconsin) and _____ employees in total.
(Total No. of employees)

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this _____ day of _____ 20 __ __ by:

Firm Name _____

WARNING: An unsigned form shall be considered as a negative response.

Address _____

City, State, Zip _____

By _____
(Signature)

Telephone _____

_____
(Please Print Name Here)

(Title) _____

EEO-2532 R2

ATTACHMENT 6

DBE GOOD FAITH EFFORT INSTRUCTIONS

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

This document should detail what your firm has done to meet this project's participation goal. Guidance as to what 'good faith efforts' are and are not is found on pages 5 & 6 of this document.

Failure to use good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal.

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

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

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

I hereby certify that our firm has used good faith efforts to solicit, negotiate with, and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

You were encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, you considered, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

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

B. Notifying Certified Firms of Contracting Opportunities

2. Did you contact Milwaukee County's Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project? **Contacting CBDP is essential in demonstrating good faith efforts to meet and/or exceed the participation goal assigned to this project.**

   Yes _____ No _____

   Contact was made by: _____ Telephone _____ Email _____ Other

   Date contacted: _____ Person Contacted: _____

3. List the certified firms that received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone, or email (with deliver, read receipts and certified firm's response) solicitations. Include copies of the written notice(s) sent to certified firms. (Attach additional pages if necessary)

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

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

Published Announcement/Publication (please describe)	Date

5. Identify minority and/or women's associations or organizations that received written notifications, including dates of notifications. Provide person's name contacted during, and the date of, the follow-up call. If no follow-up calls were made, explain why not. Include copies of notice(s) sent.

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

C. Providing Certified Firms with Assistance

6. Explain any efforts to provide certified firms with timely, accurate and complete information about the project, scope(s) of work and/or requirements of the project.

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

D. Soliciting Proposal/Quotes from Interested Certified Firms

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

8. List certified firm(s) that submitted quote(s) for the project, and **include copies of all quotes received**. If any quotes from certified firms were rejected provide an explanation as to why. (Attach additional pages if necessary)

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

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

NOTE: The information requested above is the minimum information required.

AFFIDAVIT OF CERTIFICATION

The undersigned, being duly sworn, deposes that he/she has examined and carefully prepared this Certificate of Good Faith Efforts and has verified that the information given in this certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

_____

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. You can meet this requirement in one of two ways. First, you can meet or exceed the goal with commitments for participation of certified firms. Second, even if you don't meet the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal.

The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making a phone call or two to a firm that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required.

The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. Solicit, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), all certified firms who have the capability to perform work on the project. Get the solicitation(s) out with enough time for them to review and respond. Be sure to record who you sent information to, and how/when they verified their interest in the project.

2. Select portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into smaller pieces, even when you might otherwise prefer to self-perform the work.

3. Provide certified firms with timely, accurate and complete plans, specifications, and requirements of the project to assist them in bidding/quoting.

4. Negotiate in good faith with certified firms.

    a. It is your responsibility to make a portion of the work available to certified firms and to select that work based on the available certified firms. Evidence of such negotiation includes the names, addresses, email, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why agreements could not be reached for certified firms to perform the work.

    b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, **the fact that there may be some additional costs involved in finding certified firms is not sufficient reason for your failure to meet the participation goal**. Also, self-performing work does not relieve you of the responsibility to make good faith efforts. You are not required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.

5. Do not reject certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. Your standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in your efforts to meet the project goal.

6. Effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations to provide assistance in the recruitment and placement of certified firms.

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

APPENDIX A

SCS PRE-DESIGN REPORT

Doyne Park Landfill Master Plan
Preliminary Report – Options Analysis

Introduction

SCS Engineers (SCS) reviewed the available documentation provided by Milwaukee County (County), including the Notice of Non-compliance (NON) issued in April 2014 by the Wisconsin Department of Natural Resources (WDNR) and Operation and Maintenance (O&M) records for the site, and verified the site conditions in the field. The verification of site conditions included vacuum testing of the header and measurements of water levels in gas wells and probes on July 15, 2015. Upon review of that information, the primary issues at the site (in no particular order) include:

- Performance of the gas control system
- Stormwater drainage/elimination of ponding
- Erosion control

This report includes a discussion of the potential alternatives to address each of these issues. The alternatives are screened and assembled into three options for consideration. The no action alternative is included as a baseline for evaluation, since that alternative typically includes costs associated with normal O&M activities.

Performance of the Gas Control System

The existing gas control system features 38 vertical gas extraction wells located along the west and south perimeter of the waste mass at the site. The wells are generally spaced approximately 100 feet apart or less [i.e., < 50 foot radius of influence (ROI)] and are connected to a blower by approximately 3,000 feet of below ground 6-inch diameter HDPE pipe. Vacuum is supplied to the header by a 20 horsepower blower that discharges the collected gas to the atmosphere at the northwest corner of the site. The blower currently operates 4 hours/day, from 11:00 p.m. to 3:00 a.m. The existing header is believed to have been constructed with an approximate one (1) percent slope toward the two condensate collection tanks and two drip legs. One header cleanout has been installed near gas well GW31, in the golf course parking area. Differential settlement of the waste over time is notable in the south central portion of the site, particularly in the golf course parking area and several nearby areas where surface water ponding has been observed (WDNR, April 2014). Differential settlement in this area has also likely affected the slope on the buried header pipe. The potential accumulation of fluids in low sections (sags) of the header could cause obstructions to vacuum distribution in the header such that gas collection from the wells is minimized and landfill gas may migrate toward nearby homes.

The performance of the gas control system is assessed through periodic sampling of perimeter gas probes. The probes are generally located between the gas wells and nearby residences. According to recent (July 2015) field measurements, the probe depths range from 9.5 to 16.9 feet. The probes are generally in good condition and the water levels inside the probes are not likely to restrict their functionality. The only potential maintenance issue was that the water level probe was not able to pass more than approximately

5 feet below ground surface (bgs) at probe GP1B. This indicates that the PVC casing is not straight and may be obstructed. Water was present at only 4 of the 27 probes (GP1A, GP5, GP7 and GP8); the levels are not likely to obstruct the screens at these locations as there was 5 feet or less of water present and the screen section is likely at least 5 feet in length.

Gas migration is more of a concern in the winter months when the soil cap is frozen and gas is more likely to move laterally. Individual vacuum tests on several gas wells in 2014 (i.e., GW3 and GW20) indicates that flow is generally unrestricted (> 100 cubic feet per minute [cfm]), as is characteristic of old landfills with a large volume of voids. The gas in the voids is not generally under high pressure, which limits the risk of rapid gas migration. However, large volumes of gas must be removed to reverse the flow in the event of gas migration. The long-term operation of the system should take into account the close proximity of the homes and the need to maintain the capacity to withdraw relatively large volumes of gas from several of the wells to control migration throughout the year. Based on monitoring data from periods of prolonged vacuum disruption, methane will migrate to probes GP2, GP8, GP9, GP10, GP15, GP23, and GP24. Methane concentrations greater than the lower explosive limit or LEL (5 percent by volume) were identified at probes GP10 and GP2 during a blower motor outage in the winter of 2013/2014. Withdrawal of landfill gas from gas wells GW26 and GW34 will directly result in a decrease in methane concentrations at those probes within approximately 8 hours at a flow at 85 cfm. The flow from those wells in that time period does not decrease over time and the methane concentration is generally low (< 10 percent by volume) and constant.

SCS did not identify any problems with the performance of the existing wells. The ROI, construction, and condition of the wells are adequate and meet typical current design principles. Generally, the gas well vaults are plumb and dry. The only notable exception is GW28, which typically has liquid in the vault. It is believed this is a result of drainage from the parking lot and can be remedied by excavating the vault and placing bentonite around the concrete vault. Liquid level measurements at the wells in July 2015 confirmed prior data that the screen sections are not generally obstructed. The measurements at that time indicated that there was more than 5 feet of liquid at only 5 of the 38 wells (i.e., GW7, GW13, GW15, GW24, and GW25); the liquid thickness was more than 10 feet (i.e., 12 feet) at only one of those wells (i.e., GW15). The wells where liquid was present are not located in a specific area of the site, thus the presence of liquid does not appear to be related to infiltration or drainage.

Vacuum testing was performed on the header in July 2015 by personnel from SCS and Himalayan Consultants. The tests were performed by closing a number of valves to the wells and testing the vacuum at various points on the header. The results indicated that the available vacuum produced by the blower (+/- 30 inches water) was generally transmitted throughout the header. After closing the valve at GW2, there was 26 inches of vacuum present at the far end of the header (i.e., GW1). Surging in vacuum, potentially indicative of a liquid accumulation in the header (i.e., blockage), was noted at the three wells at the far end of the header - GW1 (until GW2 closed), GW2, GW3. The surging in this area could also be related to the drip leg at GW1. A compression type cap on a 2-inch PVC access pipe to CT-2 was replaced as the pipe was open at the time, allowing air to enter the tank and header when under vacuum.

The blower (Aerovent) is still being manufactured and replacement parts are available. The blower motor was recently replaced (i.e., 2014) with a higher horsepower (TECO 20HP) motor with bearing heaters.

The motor controls were also upgraded at that time to a variable frequency drive. The relatively low slope (+/- 1 percent) and small diameter of the header pipe, with regard to differential settlement of the waste over time, are the primary factors that could adversely affect the long term operation of the landfill gas control system. Other factors such as mechanical failure of the blower or motor can also be expected in the future, but these items can be replaced without significant disruption (i.e., down time) of the operation of the gas control system.

The range of alternatives for improving the reliability of vacuum to the existing gas wells includes:

- The entire existing 6-inch-diameter header would be replaced with an 8-inch-diameter line, with minimum slopes of 3 (three) percent. To limit the depth of excavation, the header would be divided into 5-6 equal length segments, each terminating at an in-line knockout that drains to a condensate sump. The liquid in the condensate sumps would be pumped through a forcemain to the existing condensate tanks, and into the sewer that services the pavilion.
- Same as above, but instead of condensate sumps, forcemains, and storage tanks, the condensate knockouts would be equipped with drip legs which would allow the condensate to drain back into the waste. Note that two drip legs already exist on the east side header system near gas wells G7 and G1.
- The existing header would be exposed at three locations and double clean out sweeps (clean out in both directions) would be installed to allow access for remote monitoring (i.e., camera or sonde) or a vacuum truck to periodically access the header and remove liquids that accumulate in sags in the header line.
- Same as above, but isolation valves would be installed between the clean out sweeps to separate the line into isolated segments to accommodate future modifications to the vacuum supply. In addition, the existing condensate tanks would be replaced with 4-5 drip legs located at low points in the header.
- The section of the existing header east of Gas Vent 2 would be isolated with installation of an isolation value, and a solar powered blower would be installed on the gas vent or in the header near GW5. A solar panel and battery pack compartment would be installed along the east edge of the park approximately 100 feet east of GW6. This location would maximize the solar energy collected and power supplied to the batteries. If the existing gas vent could not be utilized, the blower would be vented to the atmosphere via a new vent stack.
- The existing header system between gas vents 2 and 5 would be isolated by means of isolation valves, and a smaller blower would be installed near the pavilion building. The blower would be connected to the existing header via an 8-inch header that would be connected to the existing header near GW27. Like the existing blower, the smaller blower would be operated only during the nighttime hours and would be vented to the atmosphere. The blower would be housed in a sound and vibration dampening enclosure so as not to become a nuisance to nearby homeowners.
- The existing gas vents would be replaced with solar powered blower units, with elevated discharge stacks. An additional gas vent would be installed in the vicinity of GW29 to provide additional control. Because of the height of the mature trees along the existing header line, remote solar panel arrays located along the south edge of the golf course or soccer field would be required to recharge the deep cycle batteries used to power the AC blower motors.

- Each gas vent would be equipped with a small AC powered blower, deep cycle battery, and a small solar panel. The blowers would discharge through an elevated discharge stack at each well. Under this alternative the header system would only maintain as a backup system if the solar powered system was insufficient to control gas migration. One or more real-time methane gas sensors would need to be installed in crucial gas probes and connected to a dial out or digital notification system in order to convert the vacuum supply from solar power to electric powered.
- Each gas well would be retrofitted with an exhaust pipe and vented directly to the atmosphere. A valve would control the gas vents to the atmosphere or to the header system. The existing header and blower system would only maintain as a backup system if the passive system was insufficient to control gas migration. One or more real-time methane gas sensors would need to be installed in crucial gas probes and connected to a digital telemetric system in order to provide notice of a migrate situation requiring conversion of the vacuum supply from solar power to electric powered.

Stormwater Drainage/Elimination of Ponding

Stormwater ponding atop the landfill was identified as an issue by WDNR in the NON. The specific areas identified by WDNR were in the northwest corner of the paved parking area for the park/golf course, and a depression area approximately 150 feet north of that area of the parking lot. These areas are identified on **Figure 1**. Differential settlement in this area is more notable than in other areas of the site. These areas are approximately 100 and 250 feet north, respectively, of the gas wells (GW32 and GW33) and control system header.

The southern area where stormwater accumulates, in the northwest corner of the lot, currently is approximately 4,000 square feet and is well vegetated. The ponding water seasonally covers the corner of the parking lot and prohibits routine mowing of the vegetation in this area. Normal stormwater drainage in this area is to the west and north – to the Menomonee River. The northern depression area is approximately 1,200 square feet. This area is also well vegetated. The depth of this depression is less than 3 feet at the center, but deep enough to prevent routine mowing. Placement of additional soil (approximately 750 cubic yards) will likely be necessary to restore the original grades and sheetflow in the area of both of these depressions.

Assuming that the County is going to continue to maintain the upper portion of Doyne Park as a recreational complex (i.e., golf course), the alternatives to respond to the identified drainage/settlement issues include:

- Strip the existing vegetation/topsoil (6 inches maximum) and place additional fill soil (i.e., compacted fine grain) to eliminate ponding in the two identified areas. The topsoil would be replaced and supplemented as needed and revegetated with grasses compatible with the existing turf, or sledges and rushes to form a bioswale.
- Strip the existing vegetation/topsoil (6 inches maximum) and place additional fill soil (i.e., compacted fine grain) to recontour the drainage to eliminate ponding and promote drainage in the identified areas. The topsoil would be replaced in the disturbed area and revegetated with grasses compatible with the existing turf, or sledges and rushes to form a bioswale.

- Install a membrane liner at the base of one or both of the areas and add soil to recontour local drainage to make the feature compatible with the end use of the site. Revegetate the depression with sledges and rushes to form a biofilter/bioswale feature.

Other alternatives would include abandonment of portions of the paved parking area and converting those areas to permeable pavement or grass.

Erosion Control

WDNR identified an issue with soil erosion in the vicinity of a concrete downslope channel that conveys stormwater from an area atop the site to the north, down a steep (>3:1) slope toward the Menomonee River. An unimproved path, which runs along the river, is routinely utilized by the public. Stormwater in the channel originates from a small constructed catchment basin atop the landfill with a bottom drain to a buried pipe of approximately 18 inch diameter. The grate on the bottom drain likely clogged occasionally in the past and allowed stormwater to overflow the basin and erode the channel base. Local vegetation has also affected the integrity of the channel. The erosion areas in the vicinity of the channel will be filled with soil or other materials in 2015, as a temporary repair.

Although not identified by WDNR as an issue, there are other areas on the relatively steep slope to the north of the site where erosion has removed soil and concrete rubble or other debris visible at the surface. The slope is currently well vegetated with a variety of mature trees and brush.

To evaluate stormwater drainage and the associated potential for soil erosion at the site, SCS compiled the attached figure (**Figure 2**) to show the drainage areas. The Doyne Park Landfill is characterized by ten (10) separate drainage catchments that direct runoff to the hillside on the north and east sides of the park. These catchments are shown on **Figure 1** and are summarized in **Table 1**. Two of the areas have identified erosion issues. The issues are presented below, by area, along with potential mitigation options.

<u>Drainage Area 1</u>

Issue: Erosion on steep hillside from runoff that concentrates in a minor settlement depression along the shoulder slope above the hillside. During heavy runoff events, the stormwater overflows the depression, causing erosion on the hillside. Brickbat and other debris is exposed on the hillside.

Alternatives include:

- Clear and grub the area of hillside erosion, regrade and place compacted soil on the hillside. Construct a berm along the top of slope and install beehive inlet and letdown pipe which leads to an energy dissipater at the bottom of the hillside. Implement a long-term management plan that limits the growth of woody plants in the immediate vicinity of the letdown structure and active forest management of the adjoining forested hillside.
- Clear and grub the area of the hillside erosion, place and anchor a geonet over the erosion feature, and cover with flowable concrete (shotcrete). Form the concrete to create a formed channel that discharges to a rip-rapped energy dissipater at the base of the hillside. Install a berm along top of

slope with an outlet that directs the runoff into the letdown channel. Revegetate the disturbed area with grass that is compatible with the existing turf in the park. Implement a long-term management plan that limits the growth of woody plants in the immediate vicinity of the letdown structure and active forest management of the adjoining forested hillside.

Drainage Area 2

Issue: Existing concrete downflume is undercut and erosion channels have formed on both sides of the structure. Stormwater running off this large catchment area apparently overtops the berm during heavy runoff events, when the drain inlet at the bottom of the constructed depression above the flume becomes clogged with leaves and vegetation. The drain and letdown piping may also be undersized. The water apparently overflows the depression and runs along the sides of the flume, causing erosion. The problem is exacerbated by tree roots that have grown under the concrete flume, causing the concrete to buckle and crack.

Alternatives include:

- Clear and grub the area adjacent to the concrete downflume, including removal of all roots. Repair the concrete downflume by injecting concrete grout in erosion channels, cavities, and undermined areas along flume. Regrade the shoulder slope on the crest of the hill and the areas adjacent to the erosion channels along the shoulder of the hillside slope, seed with DOT mix, and cover with erosion blanket. Enhance the energy dissipation at the base of the letdown structure by adding rip rap. Replace the existing inlet drain with a larger diameter, raised inlet (beehive) to minimize plugging by leaves/debris. Implement a long-term management plan that limits the growth of woody plants in the immediate vicinity of the letdown structure and active forest management of the adjoining forested hillside.
- Remove the existing concrete downflume structure, and clear and grub the area adjacent to the downflume. Regrade the disturbed area and install compact fine grain soil not to exceed 2 feet in thickness in the eroded area. Install and anchor an HDPE/N12 let down pipe, with an energy dissipater at the base of the hillslope. Install new large diameter, raised beehive inlet in the depression. Implement a long-term management plan that limits the growth of woody plants in the immediate vicinity of the letdown structure and active forest management of the adjoining forested hillside.

As previously noted, there are other areas on the relatively steep slope to the north of the site where erosion has removed soil and pieces of concrete or other debris are present at the surface. The slope is currently well vegetated with a variety of mature trees whose root systems serve to stabilize the hillside. Due to the steep slope and type of vegetation and materials present (i.e., concrete), it is likely that erosion of the hillside will be an ongoing maintenance issues. The trees are likely to fall and pull up the root ball. The root ball will expose additional areas of waste on the slope and cause niche points which initiate erosion channels. The alternatives for stabilization of the north slope include:

- Clear and grub the entire hillside, place a grading layer of soil over the exposed surface to reshape and blend the shoulder slopes into the existing grades on the top surface of the landfill, install a cover system on the slope comprised of a 2-foot-thick recompacted clay, 18-inch-thick rooting zone, and 6 inches of topsoil, seed with a DOT mix, and cover the slope with erosion mat.

Implement a management plan which would control the growth of woody plants on the hillside over the long term.

- Clear and grub the areas around identified erosion channels, reshape the areas within or around the erosion feature, and repair the erosion. Implement a management plan which would control the growth of woody plants in the immediate vicinity of the letdown channel over the long term.
- Active forest management: Thinning of trees to allow growth of vegetation under the canopy, with preferential removal of trees that are likely to pull up a root ball if they topple over. A qualified forester should be retained to devise a management plan for the hillslope trees, including marking of the trees designated for removal. The branches of the removed trees should be chipped and the chips spread on the hillside. During the initial cutting/harvest of trees, soil should be placed and vegetated to minimize infiltration and enhance the slope stability.

Evaluation of Alternatives - Options

The alternatives described above are screened and assembled into three options for evaluation. The features are shown on **Figure 1**.

Option 1 – No further action/Maintenance of existing features performed as needed

This option includes responding to the identified issues as routine maintenance items and performing only the necessary repairs (i.e., without improvements). As such, this option includes:

Gas Control System – No further action

Stormwater Drainage/Elimination of Ponding – Strip topsoil and add compacted fine grain soil to fill the two identified depression areas to eliminate ponding/restore surface water drainage.

Erosion Control – Western Slope Erosion Area - Reconstruct the existing drain to a raised inlet structure (i.e., bumblebee) to minimize the potential for clogging, repair the existing concrete downslope feature and add rip-rap at the outlet to dissipate the energy from stormwater flow. Eastern Slope Erosion Area - Add compacted fine grain soil to fill erosion area on the north slope of the hillside.

Discussion:

Except for routine maintenance, including potential motor or blower failure, the existing header and blower are expected to function for the next 10 to 15 years. The existing site conditions and anticipated future site conditions do not appear to warrant complete replacement of the header but are not yet stable enough to convert to a complete passive venting system. The current part time operation of the existing blower (i.e., 4 hours/day) is capable of supplying adequate vacuum to the header to withdraw sufficient gas volume from the wells at the site so that under normal operation, methane is not identified at the perimeter probes. If conditions change, the period of operation of the blower could be adjusted to maintain the system function. However, improvements could be implemented to improve the reliability of vacuum within the header.

Filling the identified depressions to promote drainage is likely to require addition of 750-800 cubic yards of soil. Other costs, in addition to earthwork, include restoration of vegetation.

The existing downslope concrete channel will be repaired using flowable concrete to fill any voids and the addition of soil to channel direct precipitation away from the edges of the structure. Seed, fertilizer, and mulch would be applied to the disturbed soil to establish grassy vegetation that would be mowed in the future to control woody vegetation growth in the vicinity of the feature. The existing inlet would be reconstructed with a design to minimize the potential for clogging.

After minimal clearing and grubbing to establish a working area for earthmoving equipment, fine grain soil would be compacted into the gully in the eastern erosion area. The soil surface would be graded to the existing slope on the hillside and seed, fertilizer, and mulch applied to establish grassy vegetation.

This work would not likely require a formal design or WDNR review/approval.

Capital Cost:	Gas Control System Improvements:	$0
	Stormwater Drainage/Elimination of Ponding	$55,000
	Erosion Repair and Control	$24,000
	TOTAL	$79,000

Annual O&M Cost (additional):

Gas Control Systems:	$0
Stormwater Drainage/Elimination of Ponding	$2,000
Erosion Control	$1,500
TOTAL	$3,500

Option 2 – Cap Drainage, Erosion Control and Gas Control System Improvements

This option includes implementing improvements to the existing systems at the site which respond to the identified issues and improving the existing site conditions. As such, this option includes:

Gas Control System – Modify the existing header to improve operation and maintenance (i.e., reliability) by adding three sets of clean outs, isolation valves, and replacing the condensate collection tanks with 4-5 drip legs at the low points of the header.

Stormwater Drainage/Elimination of Ponding – Create a lined impoundment with engineered outflow/ overflow structures to address the two depression areas where surface water occasionally ponds.

Erosion Repair and Control – Western Slope Erosion Area: Reconstruct the existing drain to a raised inlet structure (i.e., bumblebee) to minimize the potential for clogging. Replace the concrete downslope feature with a buried HDPE pipe design with an energy dissipater. Eastern Slope Erosion Area – Construct soil berm to channel stormwater to an HDPE letdown pipe, with an energy dissipater, that would be installed to transmit surface water down the north slope.

Discussion:

Cleanouts would be installed at approximate 1,000 foot intervals on the existing header. The cleanouts would be double sweeps with blind flanges to allow access in both directions to the header. The header access would allow for remote monitoring or maintenance of the header if necessary. A valve would be

installed in the pipe length between the sweeps to isolate the sections of the header and provide for alternate modes of operation of the individual lengths of header if warranted (i.e., active, solar, or passive). Drip legs would be installed at the low points of the header to allow liquid to drain back to the waste. This would eliminate condensate management (i.e., pumping) and associated routine vehicular traffic. If liquid is identified in one or more of the header segments as a result of the annual performance test, a vacuum truck could be utilized to clear the line(s).

The effort associated with this option includes, removal of approximately 2,250 square feet of the parking lot and placement of a minimal amount of additional soil to create an impoundment. Filling and reshaping the areas in the vicinity of the identified depressions to promote drainage is likely to require addition of approximately 100 cubic yards of soil and disturbance of an area of approximately one quarter acre. Other costs, in addition to earthwork, include planting biofilter/bioswale and design/installation of outfall structures for any impoundment areas.

This option includes removal and replacement of the existing concrete channel with a more modern design including a buried HDPE pipe. The pipe would be buried approximately 3 feet bgs and terminate in an energy dissipation structure at the toe of the slope. Assuming engineering calculations confirm that it is appropriately sized, the existing inlet structure could be reconstructed to a design that minimizes the potential for clogging. The associated piping from the inlet to the top of the slope could remain. The estimate includes costs for removal and disposal/recycling of the existing concrete, installation of the pipe, and discharge structure and restoration.

Additional soil (0.5 to 2 feet high and 4 to 6 feet wide) would be placed to create a berm along the east edge of drainage area 1 to channel stormwater flow to an engineered discharge structure similar to that described above. This feature would address the existing erosion in that area due to stormwater flow over the bank.

These actions would likely require design preparation and WDNR approval, as an expedited plan modification, prior to construction.

Maintenance activities would include preventing tree growth within 10 feet of the letdown piping, seasonal cleaning of the raised inlet drains, and annual inspection of the energy dissipaters.

Other than in the areas where the downslope flumes are to be constructed, this option does not include actions to address existing conditions on the majority of the north slope.

Capital Cost:	Gas Control System Improvements:	$27,000
	Stormwater Drainage/Elimination of Ponding	$56,000
	Erosion Repair & Control	$35,000
	TOTAL	$118,000

Annual O&M Cost (additional):

	Gas Control Systems:	$1,200
	Stormwater Drainage/Elimination of Ponding	$500
	Erosion Control	$1,500
	TOTAL	$3,200

Option 3 – Cap Drainage, Erosion Control, Gas Control System, and North Slope Improvements

This option includes implementing improvements to the existing systems at the site which respond to the identified issues and improving the existing site conditions. As such, this option includes:

Gas Control System – Modify the existing header by adding three sets of clean outs, isolation valves, and replacing the condensate collection with 4-5 drip legs. This option also includes adding appurtenances to accommodate installation of solar fans on the existing gas vents for seasonal operation, or as necessary upon review of data from gas probe monitoring.

Stormwater Drainage/Elimination of Ponding – Stripping topsoil and adding fine grain soil to fill the two identified depressions to restore and improve stormwater drainage.

Erosion Repair and Control – Western Slope Erosion Area: Reconstruct the existing drain to a raised inlet structure (i.e., bumblebee) to minimize the potential for clogging. Replace the concrete downslope feature with a buried HDPE pipe design with an energy dissipater. Eastern Slope Erosion Area – Construct soil berm to channel stormwater to an HDPE letdown pipe, with an energy dissipater, that would be installed to transmit surface water down the north slope. North Slope – Cut and remove select trees and brush from the north slope and add/compact soil to grade as needed. Place soil on the disturbed areas and exposed waste/rubble, apply seed, fertilizer, and mulch/mat as needed to establish vegetation to reduce infiltration and promote stability.

Discussion:

Cleanouts would be installed at approximate 1,000 foot intervals on the existing header. The cleanouts would be double sweeps with blind flanges to allow access in both directions to the header. The header access would allow for remote monitoring or maintenance of the header if necessary. A valve would be installed in the pipe length between the sweeps to isolate the sections of the header and provide for alternate modes of operation of the individual lengths of header if warranted (i.e., active, solar or passive). Drip legs would be installed at the low points of the header to allow liquid to drain back to the waste. This would eliminate condensate management (i.e., pumping) and associated vehicular traffic. On an annual basis a vacuum truck would be utilized to clear the lines of any liquids which may have accumulated in low points (sags) in the header. Solar powered fans would be installed on the existing gas vents at site to be utilized if demonstrated to be effective. The existing blower would remain and be utilized if the solar powered fans were not effective.

The effort associated with this option includes placement of additional soil to restore drainage to the original sheetflow design, limit surface water infiltration, and achieve grades that are consistent with the existing end use for the site. The placement of additional soil is anticipated to reduce the necessary maintenance intervals. Filling and reshaping the areas in the vicinity of the identified depressions to promote drainage is likely to require addition of approximately 1,100 cubic yards of soil and disturb an area of approximately one quarter acre. Other costs, in addition to earthwork, include restoration of vegetation and mitigation of construction impacts to the existing irrigation system.

This option includes removal and replacement of the existing concrete channel with a more modern design including a buried HDPE pipe. The pipe would be buried approximately 3 feet bgs and terminate

in an energy dissipation structure at the toe of the slope. Assuming engineering calculations confirm that it is appropriately sized, the existing inlet structure could be reconstructed to a design that minimizes the potential for clogging. The associated piping from the inlet to the top of the slope could remain. The estimate includes costs for removal and disposal/recycling of the existing concrete, installation of the pipe, and discharge structure and restoration. This option also includes installation of a similar let down structure in the area where erosion is occurring at the crest of the slope in drainage area 1.

This option also includes proactive management of the vegetation on the north slope by removing some of the mature trees and brush, and covering the exposed debris with soil to establish grassy vegetation. The root system of the trees serves to enhance slope stability. However, allowing old trees to topple over and expose large root balls potentially causes erosion and slope instability. A properly executed management plan could improve the quality of the trees on the hillside and maintain the soil stability benefits presented by the tree roots.

Maintenance activities include preventing tree growth within 10 feet of the letdown piping, seasonal cleaning of the raised inlet drains, annual inspection of the energy dissipaters, and periodic filling and regrading of ongoing settlement in the area of former depressions.

This option includes a forest management component that assumes an aggressive initial select cut of diseased or leaning trees, and a periodic (once every 10 years) maintenance harvesting. During the initial select cut, approximately 500 cubic yards of soil would be placed on various spots of the hillside to cover waste/rubble and promote grassy vegetation growth under the canopy.

These actions would likely require design preparation and WDNR approval prior to construction.

Capital Cost:	Gas Control System Improvements:	$27,000
	Stormwater Drainage/Elimination of Ponding	$35,000
	Erosion Repair and Control	$38,000
	Initial Select Cut of Timber and Slope Repair	$40,000
	TOTAL	$140,000

Annual O&M Cost:

Gas Control Systems:	$1,200
Stormwater Drainage/Elimination of Ponding	$2,500
Erosion Control	$1,500
Periodic Maintainence Harvest of Timber	$1,500
TOTAL	$6,700

Options Evaluation

Option 1 is presented as the baseline, or no further action. The identified costs are associated with normal maintenance activities that are generally typical at old closed landfills. In this case, the costs are specifically related to the repair of settlement, regrading, and revegetating filled areas, and erosion repair. The existing configuration of the gas control system does not afford any flexibility to manage the gas in a different manner, or reduce long-term energy costs. Option 2 requires higher capital costs, but offers the potential for increased flexibility in managing the landfill gas, aesthetic improvements consistent with the current end use, and potentially lower overall maintenance costs. The implicit assumption in Option 2 is

that the placement of additional soil, over that which is needed to merely fill the settlement areas, will result in a reduced maintenance frequency. This should be true in that the surface depressions will continue to settle, but a lower rate as the landfill continues to stabilize. The cost associated with periodic regrading (soil disturbance and filling) once every 5 to 10 years is avoided with the creation of the impoundment and engineered outflow/overflow structures. Conversely, the discharge of overflow from these impoundments to discharge piping which daylights on the north hillside does require some additional maintenance. Option 2 offers slightly lower capital costs, at the expense of higher long-term O&M costs. Option 3 offers the potential for increased flexibility in managing the landfill gas in response to a declining gas generation curve. The O&M costs anticipate the need for periodic filling, regrading, and revegetation of the chronic depression areas, as the landfill continues to settle and stabilize over time.

Additional Considerations

Regardless of the option selected, a higher level of O&M will be required to maintain the site in compliance with the State of Wisconsin landfill regulations, and in a condition that is compatible with recreational end use. Specifically, the County will have to begin planning for modifications to the gas system as the gas generation rate and methane concentrations decline, but become more spatially variable. Use of real-time gas monitoring devices may off-set some of the monitoring and O&M costs and allow for better gas control in specific sections of the header. In the current system configuration the conversion from active gas control (via applied vacuum) to passive venting can only progress from the east side of the system towards the west. Since the most migration sensitive area is in the center portion of the site, this configuration will limit the ability to convert the western segments to passive venting. Alternate gas management methods could be applied in segments of the gas system, but due to the proximity of the homes in the area, it is likely that the existing system or an alternate blower will have to be maintained in case of any unanticipated gas migration.

The options presented assume that there are no major land use changes on the portion of the site occupied by Vision Forward or MMSD. Any expansion of that facility would necessitate a re-evaluation of the existing gas and stormwater runoff controls on the western portion of the facility.

The evaluation provided above anticipates that a landfill cap consistent with the current solid waste code (i.e., NR 500 Wis. Adm. Code) is not required at this site. The applicable cap specification is consistent with the prior solid waste regulations – NR 180 which includes a minimum of 2 feet of fine grain soil and 6 inches of topsoil.

This evaluation was not prepared to assess or support the existing site appurtenances (cap, gas control system) as remedial measures. There was no evidence of groundwater contamination associated with the site in the materials that were provided by the County.

The cost information provided herein is based on preliminary quantities and unit costs to assess the potential cost difference between the identified options. As such, the accuracy could range from -30 to + 50 percent. More detailed cost analysis will be performed on the selected option.

Table 1
Doyne Park Summary of Drainage Catchments

Catchment No. (See Figure 2)	Area (acres)	Surface Characteristics	Identified Depressions	Identified Erosion Issues
1	3.9	Grass on east, houses on west	Liner depression in former cuttings disposal area; immediately above shoulder slope	Erosion on the upper portion of hill side, exposing waste
2	12.8	School and houses on east & south; grass & irrigated turf	Broad depression with center drain, which is prone to clogging	Concrete lined channel is undercut, exposing waste
3	2.2	Grass & irrigated turf		
4	1.3	Grass & irrigated turf		
5	0.3	Grass & irrigated turf		
6	2.2	Grass & irrigated turf		
7	4.8	Grass & irrigated turf		
8	6.6	Houses on south end, parking lot and pavillion, grass & irrigated turf	Depressions on northeast corner of parking lot and along 8th hole	
9	2.1	Parking lot on southeast edge; grass & irrigated turf	Depression along 8th hole straddles east edge	
10	5.7	Vision Forward complex; mostly paved, w/some irrigated turf		

Z:\Projects\25214038.15\Reports\Conceptual Design Options Report\[Copy of Doyne Park_Catchment Conditions Summary_ver2.0.xlsx]Sheet1

250 0 250

SCALE: 1" = 250'

PROJECT NO.	25214038.15	DRAWN BY:	KG	ENGINEER	SCS ENGINEERS 2830 DAIRY DRIVE MADISON, WI 53718-6751 PHONE: (608) 224-2830	CLIENT	MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES Architecture, Engineering & Environmental Services Section	SITE	DOYNE PARK MILWAUKEE, WISCONSIN	SITE FEATURES	FIGURE 1 OF 2
DRAWN:	08/12/15	CHECKED BY:	ZTW								
REVISED:	08/12/15	APPROVED BY:	MP								

*Contours based on 2010 LIDAR information provided by Milwaukee County

10 0 10

SCALE: 1" = 10'

Surface Water Drainage Areas

FIGURE 2 OF 2

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SITE

Doyne Park
Milwaukee, Wisconsin

ENGINEER

KG
ZTW
MP

CLIENT

Milwaukee County Department of Administrative Services
Architecture, Engineering & Environmental Services Section
633 W. Wisconsin Ave. Suite 1000, Milwaukee, WI 53203

PROJECT NO.	252140.38.15
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