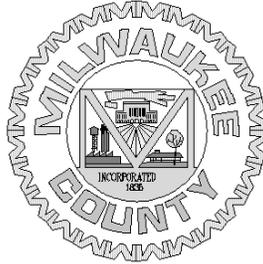


MILWAUKEE COUNTY



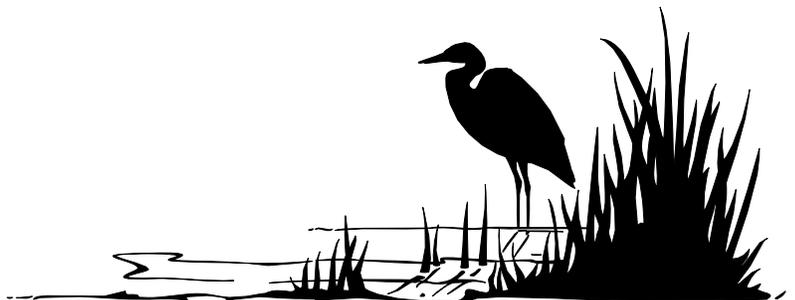
Department of Administrative Services

Environmental Services Unit

**Milwaukee County City Campus
2711 West Wells Street
Milwaukee, Wisconsin 53208**

**REQUEST FOR PROPOSAL
FOR
Franklin Landfill Infrastructure
PROJECT NO. V022-15803**

January 2015



DEPARTMENT OF ADMINISTRATIVE SERVICES

Milwaukee County



January 22, 2015

To: Interested Consultants

Subject: Request for Proposal (RFP) for Professional Services
Franklin Landfill Infrastructure

Project Number: V022-15803

Contract Type: Type C – Not-To-Exceed Fee

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 southern Milwaukee County. The project background and scope of work are attached.

There is an optional pre-proposal meeting on Wednesday, January 28, 2015 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 Friday, February 5th, 2015, 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 late February and the selected firm shall initiate the work in March.

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:

Sean Hayes, PE.
Environmental Engineer, Environmental Services Unit
Milwaukee County Department of Administrative Services
633 W. Wisconsin Ave.
Milwaukee, WI 53203
E-mail: sean.hayes@milwaukeecountywi.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'Sean Hayes', with a long horizontal flourish extending to the right.

Sean Hayes, PE

Attachments

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

To All Interested Consultants

Project : Franklin Landfill Infrastructure

Project No.: V022- 15803

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

Milwaukee County Department of Administrative Services is requesting proposals for professional consulting services related to the reconstruction of aging landfill infrastructure associated with a landfill gas control system located in Franklin WI. This infrastructure may include: landfill gas extraction system, flare station, condensate tanks, landfill cap, landfill monitoring wells, gas probes, etc. The consultant shall review and become familiar with the existing landfill systems, conditions of closure documents, planning documents, and current O&M practices. The consultant will design and prepare bid documents and provide minor engineering support during construction.

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 indoor 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 Franklin Landfill (formerly referred to as the Crystal Ridge Landfill) is a 114-acre site that began filling operations in 1955. Although documentation of the types of waste deposited at the landfill is not available, it is believed that the landfill was used for disposal of non-hazardous and non-toxic waste. Fill materials are believed to have included commercial and industrial wastes, construction and demolition debris, waste generated by the Milwaukee County Park system, and soils and waste materials collected by the County Highway Maintenance Division. The landfill is estimated to contain about 5.7 million cubic yards of material. The landfill, located northwest from the intersection of 76th Street and Rawson Road in Franklin (see Appendix 1), was closed in 1981.

Between 1994 and 1998, a perimeter landfill gas control system was installed at Franklin Landfill to prevent the off-site migration of landfill gas. The system currently includes 26 gas extraction wells, six underground condensate tanks, and a flare station. In addition, methane detectors were installed in the basements of local residents. The layout of the gas probes and extraction system for Franklin Landfill is illustrated on Figure 2. The gas extraction system was constructed in two phases. The first phase was constructed with wells located along the eastern perimeter of the site. At that time the flare was located in the northeastern corner of the site. In response to observed gas migration towards the homes located to the west of the site, a phase II was constructed with gas extraction wells located along the western perimeter and some interior to the western section of the site. The flare station was relocated in between the first and second phases.

The flare currently operates in intermittent fashion because methane levels are marginal for supporting auto-combustion. The extraction blower extracts gas and moves it to the flare. The flare burns the gas and shuts down when the gas quality becomes too lean to support auto-combustion. The system shuts down for a period of time (several hours) set by a timer and then re-starts the cycle. There is an auto-dialer in the control panel that sends a message to a set phone number in the event of a system failure. Otherwise, there are no remote controls for system operation or means of remote monitoring of system operation.

Condensate that develops in header lines is collected in several condensate tanks situated around the site. Removal of condensate is typically accomplished using vacuum trucks from contracted services.

“The Rock” currently operates the site for active recreational purposes, principally for baseball and softball. In 2012 The Rock constructed new baseball fields on the eastern portions of the property and has plans for construction on the western portions of the property.

Since the gas extraction systems were placed into operation, Milwaukee County has been responsible for their operation. This responsibility includes the monitoring of landfill gas concentrations in gas monitoring probes along the perimeter of these sites, adjustments to the gas extraction systems to ensure no migration beyond the property line, removal and disposal of condensate collected in tanks, responding to system failures or citizen complaints, and reporting of results to the WDNR. In addition, Milwaukee County has been responsible for the monitoring of groundwater quality and residential well quality in the immediate vicinity of the Franklin Landfill. These activities have been performed largely through professional service contracts.

Decomposition of waste and related waste settlement over time has caused uneven settlement of gas extraction laterals and headers at various locations across the site. This has resulted in operational problems due to accumulation of condensate in sagged areas and plugging of lines. This has required repairs and replacement of segments of laterals and header lines at various locations. In some instances, the sagged sections were excavated, raised and backfilled underneath. Based on past history and experience, the settlement and plugging of headers is expected to re-occur, barring the reconstruction of the lines in ways that accommodate settlement.

In 2013 Milwaukee County selected AECOM to develop preliminary plans for reconstruction of landfill systems at Franklin. The selected consultant is to utilize these preliminary plans in their design of the landfill systems. The preliminary plans are found in Appendix 4.

II. GENERAL PROJECT DESCRIPTION

As part of the 2015 capital improvements plan process, Milwaukee County allocated funds for the development of construction documents for repairs and/or replacement of the aging landfill gas control system at the Franklin Landfill.

The consultant will review prior design plans, reports, and other information as needed to become thoroughly familiarized with the existing system design and operational goals. The consultant will evaluate how the system should be repaired or reconstructed to provide a system anticipated to perform adequately over a 20-year lifespan with minimal operational and repair needs.

III. 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) (See Appendix 5).

1. GENERAL REQUIREMENTS

The consultant shall become familiar with all aspects of the existing landfill gas control system and associated monitoring system.

The property is owned in part by the County Parks Department and is operated by The Rock. While these parties will be involved in the design process, the coordination and direction of the consultant shall be through the Environmental Services Unit of the Department of Administrative Services.

2. BASIC SERVICES

Task 1 – Site and document review

- Review the site to become familiar with project. Meet with Milwaukee County and the Rock staff to identify site and project constraints.
- Review existing planning documents, design documents, and any other material required to become familiar with the project.

Task 2 – Design

- Design a replacement the for the headers, laterals and well head assemblies associated with Gas Well 1 (G1) though Gas Well 8 (G8) and condensate tank 1 using design recommendations as shown in the Pre-Design Report. The existing wells are to remain in place.
 - Note that the exact number of wells, condensate tanks and length of header is variable based on the engineer's estimate of construction. If funding is available for construction beyond that listed above, Milwaukee County will authorize an allowance or a fee increase to accommodate the additional design.
- SCS Engineers are currently studying the possibility to convert the active flare system to an active vent system. The selected consultant shall design blower modifications to accommodate active venting without burning. This will likely include the addition of a system timer. Refer RFP website for existing system O&M documents.
- All designs shall incorporate planning to maintain gas migration protection of neighboring homes and structures.
- All designs shall attempt to minimize the impact to The Rock operations.
- Provide draft designs to Milwaukee County for review and comment throughout the design process.
- The consultant shall identify and coordinate any required approvals for the design with the Wisconsin DNR.

Subject: Request for Proposal
Project: Franklin Landfill Infrastructure
Project No.: V022- 15803

Task 3 – Bid package

- Develop bid plans and specifications. Prepare a construction cost estimate.

Task 4 – Construction oversight.

- Provide review and approval of submittals. Provide technical support by answering project related questions throughout the construction process. Assume four site visits during construction.

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.

4. PROJECT TIMETABLE

1. January 22, 2015 - Issue Request for Proposal
2. January 28th – Pre proposal meeting.
2. February 5th - RFP Due
3. February 13th - Consultant award
4. March 13th - Anticipated contract execution
5. May 20th – Advertise Bid
6. June 25th - Issue notice to proceed
7. September 2015 - Substantial Completion

5. PRE-PROPOSAL MEETING

An optional pre-proposal meeting will be held

10:00AM Wednesday January 28, 2015
633 West Wisconsin Ave.
Milwaukee, WI 53203
10th floor Conference Room.

IV. RELATED WORK BY OTHERS

Copies of annual operational reports and designs are available for review at Milwaukee County offices upon request. Contact Sean Hayes.

V. PROPOSAL CONTENT

The proposal shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines (see Appendix 2). The proposal shall include the Consultant Proposal Form (see Appendix 3) 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 or 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 description of architectural and engineering problems you anticipate in this project and how you propose to overcome them. Discuss how you plan to staff the project to efficiently complete the work effort.

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

Constant Effort: Include a spreadsheet/matrix listing the names, classifications, hourly rates and hours to be spent by each required task to complete the project as described in this RFP. Refer to Supplementary Form A-1

DBE Goals: The Disadvantaged Business Enterprise (DBE) participation goal for this project/contract is 25%.

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

Fee Proposal: The fee for this project shall be clearly stated as an actual cost not-to-exceed fee for these services. A dollar amount for reimbursable items as described in the proposal should also be clearly stated

Sustainability As part of your proposal, provide examples of which elements of LEED you would consider applicable and appropriate for this project. Limit this to items related to construction and exclude operational plans.

VI. 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.

VII. 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.
5. All costs for preparing a proposal, attending the selection interview if required, or supplying additional information requested by Milwaukee County, is the sole responsibility of the submitting party. Material submitted will not be returned.
6. The proposal must be submitted in a single bound 8-1/2" x 11" document.
7. With the signing and submission of a statement or proposal the submitting consultant

Subject: Request for Proposal
Project: Franklin Landfill Infrastructure
Project No.: V022- 15803

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 February 5th, 2015**, to

Sean Hayes, P.E.
Environmental Engineer
Milwaukee County Environmental Services
633 W. Wisconsin Ave, 10th Floor Milwaukee, Wisconsin, 53203
Telephone (414) 278-4891; email sean.hayes@milwaukeecountywi.gov

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

Sincerely,

Sean Hayes, P.E.
Project Manager

Appendices:

- 1) Project Location Map
- 2) Proposal Preparation, Submission and Evaluation
- 3) Consultant Proposal Form
- 4) Franklin Landfill infrastructure Pre-Design Report
- 5) DBE forms
- 6) Sample Consulting Agreement

cc: G. High, DAS-FM Steve Keith, DAS-FM K. Haley. Parks
G. Drent, DAS-FM Sean Hayes, DAS-FM B. Engel, CDBP

Supplementary Form A-1

Franklin Landfill Infrastructure - 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 - Site and document review Task 2 - Design Task 3 - Bid package Task 4 - Construction oversight										
Basic Services Subtotal:										
Expenses Allowance										\$1,500.00
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. |

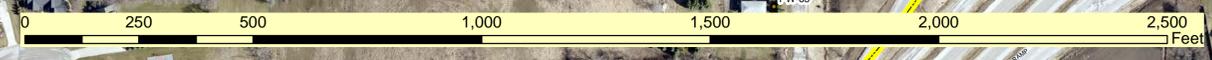
Appendix 1

Project Location Map

MILWAUKEE COUNTY HIGHWAY /
CRYSTAL RIDGE LANDFILL
FRANKLIN, WI
1"=200'

Legend

-  LFG, CrystalRidge
-  Landfill Storm Ditch
-  Limits of Waste
-  Header Piping
-  Landfill Sanitary & Leachate Pipes
-  Approximate Project Work Area



Appendix 2

Proposal Preparation, Submission and Evaluation

PROPOSAL PREPARATION, SUBMISSION & EVALUATION

I. Explanation to Prospective Offerors

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

II. Complete Proposals

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

III. Unnecessarily Elaborate Proposals

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

IV. Retention of Proposals

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

V. Examination of Proposals

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

VI. Legal Status of Offeror

Each offeror must provide the following information in its proposal:

- A. Name of the offeror;
- B. Whether offeror is a corporation, joint venture, partnership (including type of partnership), or individual;
- C. Copy of any current license, registration, or certification to transact business in the State of Wisconsin if required by law to obtain such license, registration, or certification. If the offeror is a corporation or limited partnership and does not

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

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

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

VII. Organization of Offeror

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

VIII. Offerors Authorized Agent

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

IX. Price Schedule Submission

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

X. Certification and Representations

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

XI. Signing of Offers

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

XII. Proposal Guarantee

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

XIII. Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment or by letter or telegram including mailgrams. The County

must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

XIV. Late Proposals and Modifications and Withdrawals of Proposals

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

XV. Proposal Evaluation Criteria

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

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.

Appendix 3

Consultant Proposal Form

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES – FACILITIES MANAGEMENT
ARCHITECTURE , ENGINEERING & ENVIRONMENTAL SERVICES

PROJECT: Franklin Landfill Infrastructure V022-15803

CONSULTANT PROPOSAL

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

A. “ACTUAL COST” fees: \$ _____)

II. PRINCIPAL IN CHARGE

Name of Principal

Architect or Engineer's Registration No. in Wisconsin

Flat hourly rate for principal

Participation of Disadvantaged Business Enterprises (DBE) at the rate of 25% is required.

Firm Name

Authorized Signature

Title

Date

Appendix 4

Franklin Landfill Infrastructure Pre-Design Report

Franklin Landfill Infrastructure Pre-Design Report

Milwaukee County, Wisconsin
Project No. V022-13803



Prepared by:

AECOM
4135 Technology Parkway
Sheboygan, WI 53083

MAY 2014

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Figure 1 Proposed Interim Modifications Site Plan

Figure 2 Proposed Long-Term Site Plan

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2A LFG System LFG System Long-Term Improvements* Budget Cost Estimate

2B LFG System Long-Term Improvements Required Due to the Rock Development* Budget Cost Estimate

CERTIFICATION

I, Donald F. Pirrung, hereby certify that I am a registered professional engineer in the State of Wisconsin, registered in accordance with the requirements of ch. A-E4, Wis. Adm. Code; that this document has been prepared in accordance with the Rules of Professional Conduct in ch. A-E8, Wis. Adm. Code; and that, to the best of my knowledge, all information contained in this document is correct and the document was prepared in compliance with all applicable requirements in Chapters NR 500 to 536 Wis. Adm. Code.

Donald F. Pirrung

Donald F. Pirrung, P.E.
Registration No. E-16736
AECOM Technical Services, Inc.



AECOM
4135 Technology Parkway
Sheboygan, WI 53083

Project No. 60305147

1.0 Project Background

1.1 Introduction

Franklin Landfill, Wisconsin Department of Natural Resources (WDNR) License No. 881, located in Franklin, Wisconsin, was closed in November 1981. Milwaukee County owns the landfill and monitors landfill gas, groundwater quality, surface water quality, and leachate levels at the site.

In response to a possible release to groundwater, the WDNR issued a Draft Notice of Intent on May 2, 1992, to modify the plan approval for the landfill. The Draft Notice of Intent requested further investigation of the site and a review of additional engineering modifications to the site, if necessary, to limit impacts of the landfill to the environment. A Work Plan was submitted on February 21, 1994, to the WDNR for conducting the field program at the landfill. The "Site Investigation Report," dated May 1995, prepared by Camp Dresser & McKee (CDM), presents the results of the investigation (CDM, 1998 Annual Report, Milwaukee County Landfill, February 1999).

During the site investigation, methane concentrations exceeding the lower explosive limit were recorded in gas monitoring probes located in the median of South 76th Street, adjacent to the east perimeter of the landfill. To mitigate landfill gas migration to the east, Milwaukee County implemented design and construction of an interim active gas extraction and flare system on the east perimeter of the landfill. In March 1995, the east perimeter gas extraction system became operational and has been effective at mitigating gas migration to the east of the site (CDM, February 1999). The WDNR approved the monitoring system for the landfill in a letter dated May 4, 1994.

In 1997, a Remedial Action Plan to mitigate gas migration and groundwater impacts was prepared by CDM and approved by WDNR. This remedial action plan included a new final cover system over the Ace Scavenger and O'Malley areas, perimeter gas extraction on the west side, relocation of the blower/ flare system, a header pipe connecting the east and west extraction systems, and surface water control. Construction of the remedial action plan was carried out in 1997 and 1998.

Milwaukee County retains an operation and maintenance contractor to perform services at Franklin Landfill. An annual report is prepared summarizing the events and trends for the groundwater, leachate levels, surface water, and landfill gas monitoring. AECOM was involved with the O&M services from 1999 through 2010. SCS Consultants has been providing the O&M services since 2011.

The Franklin Landfill is generally described as consisting of the East Landfill and West Landfill. The general dividing line between the two landfills is the access road from Crystal Ridge Drive to the Chalet building.

1.2 Sports Complex Development

In 2012, a sports complex known as "The Rock" was built on the East Landfill as part of Phase 1 of the sports complex development. Phase 2 of The Rock is proposed for construction in 2014 to include the West Landfill area. A third area known as the Wisconsin DOT Landfill is located south of Crystal Ridge Drive and north of Loomis Road. The Rock developer is considering purchase of the DOT landfill to develop the property into retail and apartment space. Crystal Ridge Drive may also become the responsibility of the developer and the road layout may change. The developer's plans for these areas directly affect the County's landfill gas system as well as the need to expand the gas

collection system to the area along Crystal Ridge Drive for the County's East Landfill. The developer has provided the County with a master plan for The Rock and it contains two potential layouts of the development. Those sports complex layouts are referred to as Options 5B and 5C, dated July 30, 2013.

1.3 Landfill Gas System

The existing landfill gas management system consists of 26 gas extraction wells, a blower, a flare, approximately 5,600 feet of header, 18 gas monitoring probes, and 6 condensate tanks.

The blower/flare system is operated on a timer. The blower is turned on and continues to run as long as there is sufficient methane present to maintain a flame with the flare. An ultraviolet sensor is used to detect the flame. When the flame goes out due to insufficient methane, the blower shuts down until a down timer reactivates the blower. The down timer is adjustable and usually set for 8 to 12 hours of down time. A dialer notifies the County's O&M Contractor when the blower does not turn on as programmed.

The 18 gas monitoring probes are sampled quarterly to determine if landfill gas is migrating off-site to nearby homes. Almost without exception, the gas system has successfully controlled landfill gas from migrating off-site for Franklin Landfill. Gas probe GP-10, located in the Wisconsin DOT Landfill, is the one exception which consistently has methane levels at about 50 percent by volume. There is no landfill gas extraction system serving the Wisconsin DOT Landfill. Because there are no buildings on that property, the presence of methane has not been a concern.

2.0 Existing System Assessment

2.1 Existing Landfill Gas System Operation

The existing landfill gas system operation has been an active system. A timer is used to start the blower. Additional instrumentation is provided to control the blower/flare operation. The adjustable timer is used to control how long the blower is off before the operation is initiated again. The timer allows for the landfill gas to be generated to sustain the flare flame. The timer is usually set for about 10 hours.

The gas extraction system is a perimeter landfill gas migration control system to restrict gas from migrating off-site to nearby homes. The landfill does not have interior wells because gas recovery does not appear to be cost-effective.

In general, the gas system has successfully controlled landfill gas from migrating off-site. The gas system is getting older and landfill settlement has affected the gas collection system by creating low spots in the collection header resulting in condensate accumulation which restricts gas flow. To alleviate this recurring problem, some changes to the landfill gas management system will be necessary to reduce or eliminate re-occurrence of these problems.

2.1.1 Blower

The blower has performed well with no major breakdowns. The settlement of the gas header has created more head loss in the gas piping system which results in less available vacuum available at the far ends of the piping network. Wisconsin Administrative Code Chapter NR 504.08(2)(j) requires a minimum vacuum of 10 inches water column in the header at the farthest well from the blower. The existing blower currently has capacity to provide a fraction of 1 inch at the farthest well, which directly limits the zone of influence at these wells, which can result in methane gas migrating off-site. In this case, the well cannot pull landfill gas from enough of the waste in the vicinity to be effective. Additional vacuum capacity is recommended to meet the WDNR code.

Commercial development of the former Wisconsin DOT Landfill area, as currently proposed, will require the County to expand the landfill gas system along Crystal Ridge Drive to control landfill gas migration on to that property from the East Landfill. These wells would be installed to prevent migration of landfill gas from the East Landfill on to the former Wisconsin DOT Landfill property, but would not alleviate gas production resulting from waste within that property. These additional wells will require the blower to have increased flow capacity.

2.1.2 Flare

The flare's capacity will be evaluated to determine if the additional gas wells will require the flare size to be increased. In general, flares have a relatively large range of operating flow rates.

The blower/flare control panel has functioned well over the years. Some electrical and instrumentation components have been replaced, but the control system has worked well. New control systems have similar features as the existing system, so technology for this system has not changed appreciably.

The Rock developer had initially shown interest in the County relocating or eliminating the blower/flare station because it could be detrimental to the sports activity due to noise or the flame. These matters were discussed with the developer, and the County could operate the blower/flare system using the existing control panel to run the blower/flare during periods when the sports complex is not in use such as during the night time and early morning hours.

This approach seems reasonable to the developer. Some aesthetic improvements to the blower/flare enclosure could be considered using landscaping and a different fence.

Relocation of the blower/flare station is not recommended because the current location provided approximately equal distances from the east and west header networks which is ideal for operation and to minimize header pipe friction loss. Locating the blower/flare station on the north side of the County property and north of the ski chalet would require an extensive header network which would be expensive to construct and would not be cost-effective.

2.1.3 Header

The header network is extensive and is about 5,600 feet long. Landfill settlement continues to affect the header slope which generally has been constructed at about 3 percent. The header for the West Landfill was constructed before the final cover was built. The cover consists of a grading layer, soil fill, a clay layer, a sand layer, rooting zone, and topsoil which can total about 4.5 feet or more. Based on past header repairs, the actual cover thickness is about 8 feet for the West Landfill.

Differential settlement of the header results in low points in the pipe, which accumulates condensate, resulting in more pipe friction loss, less flow capacity in the header, and less vacuum available to the wells.

Where possible, the replacement header should be designed with more slope by placing the header within the cover rather than below the cover as currently constructed. This will only be possible on an overall header replacement program where the header start and end points are not limited by existing pipe conditions.

Some header access points are provided in the header along Crystal Ridge Drive to allow condensate to be removed by vacuum truck as needed to restore the flow and vacuum capacity in this segment of the header. These access points were installed to eliminate the need to relay this stretch of header which is in close proximity to We Energies' buried electrical cable which services a large metropolitan area.

The addition of wells along Crystal Ridge Drive will require a new 12-inch diameter header. The current header is 8-inch diameter HDPE pipe.

2.1.4 Gas Wells

The 26 vertical gas extraction wells continue in service. The gas wells have functioned as designed. No wells have been added or replaced. Liquid levels in the gas wells have not been an issue. Leachate level measurements over the years have shown that most of the gas wells have less than 2 feet of liquid in them. The screened interval for gas collection is about 15 feet. At times, a well or two has had 7 or 8 feet of liquid in it, but there is ample slotted pipe remaining above the liquid level for gas extraction. The gas wells have a LFG Specialties well head which provides a means to check well temperature and to connect sampling equipment to check for gas quality. Some of the

connections on these well heads have been replaced over the years, and the rest may soon reach the limits of their expected life. The well heads are located in concrete vaults which have a manhole cover for access. Monitoring of the well heads is performed from above the vault and without entry into the vault. The vaults have worked well by keeping the public from tampering with the well heads, by being more aesthetically pleasing than an above ground well head, and by providing a safer, contained system.

2.1.5 Condensate Collection

The six condensate tanks are pumped out periodically, at a frequency of about two times per year. The capacity of each tank is 500 gallons. Some tanks are pumped out more frequently than others because some serve larger areas of the gas collection system or occasionally loose flexible hoses on a well in a flooded vault can cause water to enter the well and gas header which would cause the downstream tank to fill prematurely.

The County is interested in adding a liquid level sensor in each of the tanks to alarm when the tank is nearly full. This feature would reduce the potential for water to back up into the header and thereby restrict landfill gas flow. These sensors will be incorporated in future improvements. It is expected that solar panels will be utilized to provide power for level sensors and alarms.

2.1.6 Gas Probes

The 18 gas monitoring probes are sampled quarterly to determine if landfill gas is migrating off-site toward nearby homes. In general, the gas system has controlled landfill gas migration. One gas probe, GP-10, located at the Wisconsin DOT Landfill south of Crystal Ridge Drive, has consistently had methane levels of about 50 percent by volume throughout the period spanning 14 years. There is no gas extraction system serving the Wisconsin DOT Landfill. This is the site under consideration by The Rock to construct a commercial and apartment development.

2.1.7 Compatibility with The Rock

Phase 1 of The Rock sports complex was constructed in 2012 and consists of baseball and softball fields, parking areas, access road, and concession stands on the East Landfill. The sports complex design and construction was coordinated with the County. Leachate monitoring wells were placed in vaults to blend into the surroundings and to protect the wells from damage. The landfill gas system in the area was along the site perimeter, so changes to the gas system were not necessary. The concession stands are slabs on grade with a passive vent system.

Phase 2 of The Rock development is proposed to include additional baseball fields on the West Landfill and possibly an inflated sports complex dome in the southwest corner of the West Landfill. The dome would provide for year-round baseball activities.

Other potential development for The Rock includes a commercial and apartment area on the Wisconsin DOT Landfill and possibly realigning Crystal Ridge Drive to accommodate the commercial development.

The following is a discussion on the County's landfill gas system, proposed interim improvements to the gas system, and compatibility with The Rock development. The improvements to the gas system are considered interim because the long-term objective of the County is to have no gas wells and

header below the Phase 2 sports fields. The objective for the long-term is to replace these wells with new wells outside the sports fields.

West Landfill - The proposed baseball fields will affect gas wells G-23, G-24, and G-25, and condensate tank CT-4. The gas wells G-23 and G-25 can remain in place and a new lateral built with a remote well head located outside of the baseball fields for each. Gas well G-24 is located between two baseball fields and does not require a remote wellhead. The gas header from the new G-23 wellhead to near the blower will be rerouted to prevent having the header within the baseball fields. The remote wellheads allow the gas well to be monitored for gas quality and can be adjusted for gas flow. The remote wellhead will not allow for leachate level monitoring as currently practiced, but leachate levels have not been an issue with these particular wells.

The approach with remote gas wellheads is very practical and cost-effective. The existing wells are strategically located to be near the limits of waste, but within the waste mass sufficiently so that they produce good quality landfill gas and have a zone of influence to capture the gas and thereby control landfill gas migration. The remote wellhead approach will require a lateral from the gas well to the remote wellhead of approximately 120 feet or less.

The existing header from gas well G-24 to the blower is sloped toward G-24 and ultimately to condensate tank CT-4. Condensate tank CT-4 would be abandoned and filled with flowable concrete. Condensate which formerly went to condensate tank CT-4 will now flow back into gas wells G-24 and G-25. This matter will need to be discussed with WDNR to obtain their permission. WDNR prefers the condensate to be collected but has allowed for condensate to be returned to the gas well in special cases requiring a retrofit such as a gas well at Doyne Park Landfill. If WDNR does not allow routing the condensate back to the gas well, a new condensate tank would be required near the well and outside the playing fields.

The alternative to the remote gas wellheads for G-23 and G-25 would be to drill new wells outside the baseball fields to replace these two gas wells. There are locations to accommodate these wells. Additional header would be required for gas well G-25. If additional gas wells are planned for the dome area or along Crystal Ridge Drive, then the economics of drilling these wells would be more favorable.

The sports complex dome has gas wells G-19, G-20, G-21, G-22, and G-26, and tank CT-5 located within the dome. The County's objective is to have no header, gas wells, or condensate tanks within the dome. The proposed solution would be to relocate the gas wells along the west and east sides of the dome and to provide new headers. Two condensate tanks, one on the west and one on the east sides of the dome are proposed. The gas wells would be about 30 feet east of the limits of waste, which should be far enough from the landfill sidewalls to allow the gas wells to be 20 to 30 feet deep. Gas wells in the area are currently about 22 to 40 feet deep.

Leachate head wells LW-83 and LW-84 may conflict with a baseball field. If possible, lower the well height to make it flush with the ground and place in a vault. If the well is within the playing field, abandon the well and drill a new well outside the playing field.

Wisconsin DOT Landfill - If The Rock develops on the Wisconsin DOT Landfill with retail stores and apartments, the County will need to expand the landfill gas well network along Crystal Ridge Drive to control landfill gas migration from the County's East Landfill. The Rock developer will be responsible for either removal of the waste, or creation of a landfill gas collection system to serve the Wisconsin

DOT Landfill. As previously noted in this report, gas probe GP-10 has consistently had methane levels of 50 percent by volume for over 14 years. Methane gas is explosive in the 5 to 15 percent range, and when levels exceed 15 percent, there will be levels in the explosive range in the vicinity as the landfill gas gets diluted with air.

The County's landfill gas header will be increased in size to 12-inch diameter if the additional gas wells are installed along Crystal Ridge Drive.

3.0 Storm Water Assessment

3.1 Current Storm Water System

McClure Engineering Associates, Inc. prepared Storm Water Management Design Reports for The Rock at Crystal Ridge to address Phases 1 and 2 of the sports complex development. The Phase 1 storm water management plan dated April 1, 2013, has been approved by both the City of Franklin and MMSD. The Phase 1 development is served by a storm water detention basin at the southeast corner of Phase I near the intersection of Crystal Ridge Drive and South 76th Street.

The Phase 2 preliminary report is dated July 2, 2013. Phase 2 will be served by the Field 7 detention basin, Field 8 detention basin, and Field 12 swale. The report indicates since the property is a closed solid waste landfill and therefore previously developed, the proposed sports complex is classified as a redevelopment. The storm water management plans address a 2-year, 24-hour storm event and a 100-year, 24-hour storm event. The allowable site discharge based on MMSD requirements for the site will be achieved by the proposed detention basins according to the McClure report. Secondly, the McClure report addresses Chapter NR 151 for storm water runoff requirements in terms of total suspended solids, peak discharge, and infiltration. The site is to achieve 40 percent total suspended solids removal, which is accomplished by evaluating the performance of the two detention basins and one swale and the weighted areas contributing to these detention features. McClure used the WinSLAMM 9.3.3 model to assess total suspended solids removal.

Regarding the 2-year, 24-hour design storm and the 100-year, 24-hour design storm, the site meets the criterion for landfill post-development because the resulting flows are less than the existing discharge rates for Phases 1 and 2.

Infiltration is addressed in the McClure report and found to be not applicable or minimal to the site due to the clay cover.

The McClure reports document that the 40 percent total suspended solids removal will be achieved for both Phase 1 and Phase 2. From a landfill standpoint, storm water sediment management is most critical when the final cover is being constructed. Now that the landfill cover is already built, the primary storm water sediment objectives have been achieved. The proposed storm water detention basins will continue to accomplish sediment capture and retention of storm water to maintain storm water discharges for the sports complex less than the discharge flows during pre-development.

The Phase 2 report is still draft and the Phase 2 development remains under review by the developer. The final version of the Phase 2 storm water management design report should be reviewed to determine if it complies with the requirements.

4.0 Conceptual Design Alternatives

4.1 Introduction

The existing landfill gas network consists of an active system with 26 gas extraction wells, and a blower and flare to control landfill gas migration to nearby homes. Phase 1 of The Rock sports complex was developed in 2012 and is located on the East Landfill. Phase 2 is proposed for the West Landfill in 2014. The Rock is considering development of retail and apartments on the former Wisconsin DOT Landfill located between Crystal Ridge Drive and Loomis Road.

Milwaukee County requested AECOM to address the feasibility of a passive gas migration control system, to evaluate landfill gas system modifications for The Rock sports complex, and to consider a complete landfill gas system reconstruction to extend the system life for another 20 years. The following is a discussion of these topics.

4.2 Passive Gas Migration Control System

A perimeter passive gas migration control system would be used to vent landfill gas to the atmosphere. The passive gas system would require a cut-off trench. The system for Franklin Landfill would consist of a stone trench with a perforated pipe at the bottom and a geomembrane along the outside wall of the trench. The geomembrane will be on the side closest to the homes. A key element to the success of the passive gas trench is to tie the trench and geomembrane into either the groundwater or a clay layer to seal off any pathways and prevent the landfill gas from migrating below the trench.

Franklin Landfill soil borings and landfill cross-sections prepared by Donohue for Milwaukee County in 1977 were reviewed to determine depth of waste, groundwater levels, potential clay layers, and information on the original quarry sideslopes.

The results from the review of the site soil borings and landfill cross sections indicate the depth to either groundwater or a clay layer is highly variable and ranges from about 18 to 50 feet deep. The specifics are as follows:

1. From the Wolf Preservation Center on the northeast side of the site to the intersection of South 76th Street and Crystal Ridge Drive, the approximate depth to either groundwater or a clay layer is 18 to 22 feet.
2. Along Crystal Ridge Drive, the depth to either groundwater or a clay layer is about 50 feet.
3. From Crystal Ridge Drive to near the existing blower, the depth to either groundwater or a clay layer is about 45 to 50 feet.
4. There is no known subsurface data along the west side of Franklin Landfill to assess the feasibility of a passive gas trench.

For the passive gas trench to be cost-effective and practical, the maximum depth is about 25 feet. If the depth to groundwater or a clay layer is greater than 25 feet, the passive gas trench may not be a suitable option due to costs, constructability issues, or would not be effective to control gas migration if it is not properly tied into a barrier layer such as clay or groundwater.

Based on a review of the technical literature, the maximum trench depth appears to vary with the installer depending on the equipment available. Some trench contractors can reach 25 feet deep, but cannot install a geomembrane. Another trench contractor claims to be able to reach 40 feet and install a geomembrane which can also be sealed with a vertical seam. The Franklin Landfill project would require trench depths of about 50 feet and available technology does not seem to meet this requirement. For the passive gas trench to be effective, the trench must be continuous and extend around the entire area where there is residential or commercial development. Secondly, the trench must terminate in either groundwater or clay. These two criteria are not possible to achieve at this site. Therefore, the passive gas trench is not a feasible option for this site.

4.3 Landfill Gas System Modifications for The Rock

Phase 1 of The Rock sports complex has been completed and the landfill gas system has been successfully incorporated into the development. Some minor modifications were made to lower leachate head wells including placing them in vaults to protect the well from damage and to allow continued monitoring. The landfill gas system is primarily located along the east perimeter of the sports complex for Phase 1 and, therefore, conflicts with the sports fields were avoided.

Phase 2 consists of development of the sports complex on the West Landfill. Additional baseball fields and an inflated sports complex dome are proposed. The actual layout for Phase 2 is still being determined by The Rock developer. Section 2.1.7 of this report presents the proposed approach for landfill gas system modifications for Phase 2.

A third phase of The Rock is being considered by the developer to build retail and apartments on the Wisconsin DOT Landfill as discussed in Section 2.1.7 of this report. If this third phase is implemented, Milwaukee County will need to expand the landfill gas system for the East Landfill along Crystal Ridge Drive to control landfill gas migration from the East Landfill. In addition, the developer will need to address landfill gas collection on their property due to the historic elevated levels documented at gas probe GP-10 located on the Wisconsin DOT Landfill property.

The addition of more gas wells along Crystal Ridge Drive may require adding another header or replacing the existing gas header with a larger pipe to accommodate the increased landfill gas flow. Blower and flare capacity will likewise need to be evaluated.

4.4 Complete Landfill Gas System Reconstruction

The landfill gas collection system along South 76th Street was constructed in 1995. The balance of the landfill gas system was constructed in 1998. Milwaukee County is interested in determining the extent of improvements necessary to upgrade the landfill gas system to serve the site for the next 20 years.

In general, the landfill gas system has performed well and has controlled landfill gas migration. There have been isolated elevated methane levels in some gas probes and incidents of header sagging and clogging. Corrective action was taken to determine the cause for the elevated levels in affected gas probes and then the header was repaired, or the gas wells were adjusted to improve the gas system performance. Gas probe GP-10, located in the Wisconsin DOT Landfill, consistently has 50 percent methane by volume which is understandable because this landfill does not contain a landfill gas collection system.

The challenges with the existing landfill gas system are as follows:

1. **Differential Settlement of the Waste** – The landfill waste continues to decompose, which results in differential settlement. The settlement can cause the gas header to settle, which creates a low point in the pipe in which condensate can collect resulting in a restriction or plugging of the header pipe. Depending on the location of the blockage, it can have a detrimental effect on the gas system performance. The corrective action is typically to relay the header, which is an on-going O&M issue and can be costly.
2. **Header Slope Limitations** – The landfill gas system is located along the landfill perimeter which is relatively flat. The header slope is about 3 percent, which is considered on the lower end of preferred slope. A steeper slope on the header would better accommodate pipe settlement, but must be balanced against additional condensate tanks or layout of a new header using the final cover soils to increase header slope where possible. On the West Landfill, the header was installed at the top of waste, and then clay fill plus the final cover were installed above the header. This soil layer varies from 4.5 to about 10 feet. We recommend installation of new headers with better slopes and additional condensate collection tanks because there will be more low points in the header. Also, we recommend replacing all of the well heads and vaults; the well heads because of age and the vaults because the 4-foot diameter vaults are too restrictive and 6-foot diameter vaults are preferred.
3. **Blower Capacity** – The header settlement causes pipe restrictions which results in increased frictional losses in the header. The Wisconsin Administrative Code NR 504.08(2)(j) requires 10 inches of available vacuum at the farthest well from the blower. The blower currently provides a fraction of 1 inch at the farthest well from the blower, resulting in smaller zones of influence in the extraction wells located at the farther reaches of the gas system.

We recommend the existing blower be overhauled or replaced to improve performance, whether or not any additional wells are installed. The existing blower is Lamson Model 403-GB, 7.5 HP, 3-phase, 230/460-volt, 60 Hz. The blower capacity is 500 scfm, 30 inches W.C. inlet vacuum, and 8 inches discharge pressure.

The additional wells proposed along Crystal Ridge Drive will increase the gas flow and require more flow capacity for the blower. The result will be a need for more flow capacity at a higher vacuum for the blower.

4. **Flare Capacity** – The existing flare is a 4-inch diameter steel pipe with a 6-inch diameter tip having a maximum capacity of 750 scfm and manufactured by LFG Specialties, Inc. The flare will be replaced with an 8-inch diameter utility flare based on the anticipated increase in gas flow. The existing flare is a 4-inch diameter flare. The larger flare is needed if The Rock development on the DOT Landfill occurs.
5. **Gas System Coverage** – The future retail and apartment development of the Wisconsin DOT Landfill by The Rock will require a gas system expansion along Crystal Ridge Drive to control landfill gas migration from the East Landfill toward the proposed development.

6. **No Looped Landfill Gas System** – Ideally, a landfill gas system should be looped to allow landfill gas to travel more than one route in case the primary route encounters a pipe blockage. In the Franklin Landfill case, the gas system is along the perimeter and looping the header would add more than \$500,000 to the project cost. For this reason, a looped system is not recommended.
7. **Landfill Gas System Network** – The existing landfill gas system consists of a header along the east, south, and west sides of Franklin Landfill. Extraction wells are located along the east and west sides to control landfill gas migration because of the nearby homes.

The north and central part of Franklin Landfill does not have any landfill gas collection system because there has not been a need. There has been new development in this area. However, the development does not include sizable enclosed buildings. The sports complex consists of baseball fields which do not require gas migration control. Small concession stands have passive gas venting below the concrete slab. Based on the current sports complex layout, there does not appear to be a need to expand the active gas collection system to the central part of Franklin Landfill.

8. **Gas Quality** – The landfill continues to generate landfill gas. Waste composition seems to include a lot of wood products which decay slowly. Gas quality over the last 14 years has been fairly consistent and there does not appear to be any appreciable decrease in the methane quality. This trend is fairly consistent and the methane gas quality is expected to continue based on the site history.

5.0 Interim Modification Design

5.1 Proposed Improvements to The Rock

Phase 2 of The Rock sports complex development is proposed for 2014. Interim modifications to the landfill gas system are proposed to alleviate conflicts with Phase 2 development until a long-term reconstruction can occur. Section 2.1.7 of this report discusses the proposed interim improvements.

Phase 2 of The Rock development will include additional baseball fields on the West Landfill and possibly an inflated sports complex dome in the southwest corner of the West Landfill. The dome will provide for year-round baseball activities.

The improvements to the gas system are considered interim because the long-term objective of the County is to have no gas wells and header below the Phase 2 sports fields. The objective for the long-term is to replace these wells with new wells outside the sports fields.

5.2 Description of Interim Improvements

The interim gas system improvements for Phase 2 of The Rock development are as follows:

- Provide a remote well head for gas wells G-23 and G-25.
- Provide a lateral from the G-23 and G-25 well to the remote well head which requires about 120 feet or less of lateral.
- Abandon condensate tank CT-4 by filling the tank with flowable concrete.
- Leachate head wells LW-83 and LW-84 may conflict with the baseball field. If possible, lower the well height to make it flush with the ground and place it in a vault. If the well is within a playing field, abandon the well and drill a new well outside of the playing field.
- DNR approval will be necessary to allow condensate to be drained back to the gas wells G-23 and G-25.

If the inflatable dome is implemented, the following gas system improvements are proposed:

- Provide new gas wells G-19R, G-20R, G-21R, G-22R, and G-26R.
- Abandon condensate tank CT-5 using flowable concrete.
- Abandon gas wells G-19, G-20, G-21, G-22, and G-26.
- Replace the gas header with a new header located on the west and east sides of the dome.
- Maintain access to allow a septic tank hauler truck to pump out condensate from the two new condensate tanks.
- Provide two new condensate tanks on the west and east sides of the dome.

5.3 Estimated Construction Cost

See estimated construction costs for LFG system interim improvements on Table 1. This cost estimate does not include the gas system improvements to accommodate the inflatable dome. Refer to Table 2B for costs associated with the dome.

6.0 Preliminary Design of Selected Alternative

6.1 Overview of Alternatives

Alternatives to control landfill gas migration were assessed including a passive gas system and an active gas system. An active gas system is currently in operation at the site.

A passive gas system consisting of a cut-off trench was evaluated. The trench would follow the Franklin Landfill site boundary starting in the northeast corner of the site near the Wolf Preservation Society, and continue along South 76th Street to the Crystal Ridge Drive to the blower/flare station, and continue along the western site boundary. The passive gas system was eliminated from consideration because the cut-off trench should terminate in either groundwater or a clay layer. The depth to either groundwater or clay is in the range of 18 to 50 feet for most of the site. Information on the west side of the site on subsurface conditions is not available. Trenching technology does not meet the project requirements. Trenching machines do not reach this deep.

Continuation of the active gas system is proposed for the long-term control of landfill gas migration. Interim gas system improvements are proposed to accommodate the Phase 2 development of The Rock. Long-term gas system improvements are proposed to extend the gas system life for the next 20 years. The following landfill gas system improvements are proposed for the long-term:

A. Wisconsin DOT Landfill Development

If The Rock develops the Wisconsin DOT Landfill into commercial businesses and apartments, the County will need to expand the gas well network along Crystal Ridge Drive to control landfill gas from migrating from the East Landfill. A series of gas wells placed approximately 100 feet on center are proposed. A new header is proposed to have the flow capacity to handle the additional wells. The new header would start near gas well G-7 and end near the blower.

B. Blower/Flare Capacity

A new blower is proposed to increase the flow capacity to handle the additional wells along Crystal Ridge Drive. In addition, the blower will have increased vacuum capability to provide a minimum of 10 inches water column of vacuum at the farthest well from the blower.

The flare will be replaced with a larger flare if the DOT Landfill is developed, resulting in more LFG flow.

C. Other Header Improvements

The header along the west side of the site could be relaid by placing the header within the final cover and clay fill. This final cover soil layer is about 4.5 to 10 feet thick. This could increase the header slope.

The header on the east side near South 76th Street has less cover which will limit the header slope. Within the last several years, this header required pipe repairs due to sags in the header. A new header is proposed to provide improvements and reliability to the header.

6.2 Basis of Design

The basis for the gas design for the long-term is as follows:

- **Blower:** Increase the blower capacity to include the additional wells along Crystal Ridge Drive, and to provide 10 inches water column of vacuum as per the code. If the wells along Crystal Ridge Drive are not required because the adjacent DOT Landfill is not developed, then keep the blower capacity the same as currently provided, but increase the vacuum capability. Current blower capacity is 500 scf. Consider 1,000 scf capacity if the DOT Landfill is developed. The associated vacuum requirements will be finalized during design but will be in the range of 50 inches W.C. inlet vacuum, and 10 inches W.C. discharge pressure.
- **Flare:** If The Rock development occurs on the DOT Landfill, more LFG flow will result and the flare will be increased in size from the existing 4-inch diameter to an 8-inch diameter flare.
- **Header:** Relay the header for the entire collection system to increase its slope. Increase the header size along Crystal Ridge Drive from 8-inch diameter to 12-inch diameter if the DOT Landfill gets developed. The goal is to keep the header outside of structures and minimize header below roads and parking lots. The header along South 76th Street will be increased from 6-inch to 8-inch diameter.
- **DOT Landfill:** The developer would be responsible for landfill gas control within the DOT Landfill. The County is responsible for landfill gas control from the East Landfill.
- **Condensate Tanks:** Provide additional condensate tanks necessary to increase the header slope. Consider 500-gallon capacity, steel, A-100 double-wall tanks with a minimum 6-month storage capacity. Provide solar-powered level sensor and alarm for new and existing tanks.
- **Blower Controls:** Consider upgrade to the current controls, use cell phone for dialer, and consider similar control strategy for the operation.
- **Access Points:** Additional header access points are proposed at approximately a 500-foot spacing. The access points will consist of long sweep bends to access the header. The long sweep bends will be placed to allow accessing the header from two directions. Similar access points along Crystal Ridge Drive have allowed staff to inspect the header with a video camera to observe for condensate blockage, plus the access points allowed a commercial tanker truck to use hoses to pump out the condensate from the header as a temporary measure to regain vacuum in the header until a permanent repair could be made. The access points will be capped in a valve vault at the ground surface.
- **Flare Exemption:** A field test can be performed to determine if the flare operation is necessary. A gas sample from the blower will be collected in a Suma canister and analyzed at a lab for vinyl chloride and benzene, which are the two primary emission constituents of concern by DNR. The estimated hours of operation, flow rate, and constituent concentration will be used to compare the tested emission to the DNR air emission limits. If the test values are less than the DNR allowable emissions, the site would be eligible for a flare exemption. We did this approach for Doyme Park and were successful in eliminating the flare from the design. The estimated fee for this flare test is about \$10,000.

- Well Heads: New well heads will replace the existing well heads to provide long-term reliability. New 6-foot diameter concrete vaults will replace the 4-foot diameter vaults. The new vaults will provide more room to access the well heads.

6.3 Estimated Construction Cost

See estimated construction costs for LFG system long-term improvements on Tables 2A and 2B. The long-term gas system improvements are shown in these two tables. Table 2A considers the County's cost for long-term improvements for the entire site (i.e., replacement of existing system). The costs for The Rock development are separate and are contained in Table 2B. The total long-term estimated construction costs including The Rock development and the County's planned improvements are the sum of the costs contained in Tables 2A and 2B. The County's investment for the long-term use of the gas system, as shown in Table 2A, is estimated at \$1,369,000. The cost for The Rock development is separate from this estimate.

If The Rock wishes to develop the DOT Landfill, the County's gas system along Crystal Ridge Drive will need to be upgraded to include about 21 additional wells and a 12-inch diameter header to replace the existing 8-inch diameter header. The gas system improvements required for Franklin Landfill if the Rock development occurs are summarized in Table 2B. Key considerations are summarized as follows:

- The estimated cost for the gas system improvements is \$1,273,000.
- These costs are the incremental costs above the amount shown in Table 2A for the Rock development to be implemented and would be the responsibility of The Rock to pay.
- The scope of the gas system improvements includes the Sport Plex Dome and development on the DOT Landfill.
- The Rock developer would need to address landfill gas control on the DOT Landfill and these costs are not part of the Table 2B cost estimate.
- The estimated costs shown in Table 1 for interim improvements to develop baseball fields in Phase 2 are exclusive of the costs shown in Tables 2A and 2B. These baseball fields are shown in the Rock's Master Plan 5B and 5C.

6.4 Summary

In summary, major improvements are recommended for the landfill gas system to extend its long-term life. The existing system has served the County well by providing landfill gas migration control. As the landfill settles, relaying the header will be necessary. The Rock development will require gas system improvements as presented in this report. Improvements to the blower/flare system are recommended to increase the blower's flow and vacuum capacity as well as to upgrade the instrumentation and controls to develop a dependable, robust gas system.

Figures

Tables

Table 1
Milwaukee County
Franklin Landfill
LFG System Interim Improvements
(Modifications for "The Rock") *
Budget Cost Estimate
March 2014

Item	Quantity	Unit	Unit Price	Total
1. Mobilization/Demobilization	1	Lump Sum	\$3,000	\$3,000
2. Abandon Condensate Tank	1	Each	\$3,000	\$3,000
3. Well Head Assembly	2	Each	\$1,500	\$3,000
4. Install Remote Well Head in Vault	2	Each	\$3,000	\$6,000
5. 6'Φ Precast Concrete Vaults	2	Each	\$2,500	\$5,000
6. Install Interim 6" Remote Laterals	250	Lin. Ft.	\$50	\$12,500
7. Install New Header	260	Lin. Ft.	\$70	\$18,200
8. Install New Condensate Tank, Solar Panel, and Level Alarm	1	Each	\$12,000	\$12,000
9. Install Leachate Wells and 12" Vaults at Grade	2	Each	\$1,500	\$3,000
10. Site Restoration	1	Lump Sump	\$5,000	\$5,000
11. Waste Relocation On Site	1	Lump Sump	\$5,000	\$5,000
12. Construction Administration	1	Lump Sump	\$5,300	\$5,300
			Subtotal	\$81,000
			Contingency (30%)	\$25,000
			Owner Services (1%)	\$1,000
			Construction Management (5.5%)	\$5,000
			Permitting	\$5,000
			Construction Observation (10%)	\$8,000
			Engineering Design (8%)	\$7,000
			Total Budget Estimate	\$132,000

* Based on The Rock proposed improvements in western area for baseball fields and excludes the Sport Plex Dome.

Note: The estimated costs in Table 1 are exclusive from the costs in Table 2B.

Table 2A

**Milwaukee County
Franklin Landfill
LFG System Long-Term Improvements *
Budget Cost Estimate
May 2014**

Item	Quantity	Unit	Unit Price	Total
1. Mobilization/Demobilization	1	Lump Sum	\$20,000	\$20,000
2. Replace Well Head Assembly on Existing Wells	26	Each	\$1,500	\$39,000
3. Install New Condensate Tank, Solar Panel, and Level Alarm	6	Each	\$12,000	\$72,000
4. Install 8" Header	7,000	Lin. Ft.	\$70	\$490,000
5. Install Laterals	1,000	Lin. Ft.	\$50	\$50,000
6. Install Header Access Points	10	Each	\$4,000	\$40,000
7. 6' Φ Precast Concrete Vaults	26	Each	\$2,500	\$104,000
8. Blower & Controls Improvements	1	Lump Sum	\$370,000	\$370,000
9. Electrical Work & Upgrades	1	Lump Sum	\$60,000	\$60,000
10. Site Restoration	1	Lump Sum	\$80,000	\$80,000
11. Waste Relocation On-Site	1	Lump Sum	\$50,000	\$50,000
12. Clearing	1	Lump Sum	\$30,000	\$30,000
13. Construction Administration	1	Lump Sum	\$40,000	\$40,000
			Subtotal	\$1,445,000
			Contingency (30%)	\$434,000
			Owner Services (1%)	\$15,000
			Construction Management (5.5%)	\$80,000
			Permitting	\$60,000
			Construction Observation (10%)	\$145,000
			Engineering Design(8%)	\$116,000
			Total Budget Estimate	\$2,295,000

* This table shows estimated costs for the County to upgrade the LFG system for the long-term without The Rock development.

Table 2A Cost Components
Milwaukee County
Franklin Landfill
LFG System Long-Term Improvements *
Budget Cost Estimate
May 2014

* This table shows estimated costs for the County to upgrade the LFG system for the long-term without The Rock development.

1. Mobilization/Demobilization: Costs to mobilize construction equipment and demobilize.
2. Replace Well Head Assembly on Existing Wells: Cost associated with 26 existing wells.
3. Install New Condensate Tank, Solar Panel, Level Alarm: Install 6 new tanks and associated equipment to serve the LFG system. More tanks are necessary due to proposed increased header slopes resulting in more low points needing condensate collection.
4. Install 8" Header: 7,000 feet of header is estimated to replace the entire LFG system.
5. Install Laterals: 1,000 feet of LFG laterals are estimated to replace the existing laterals.
6. Install Header Access Points: 10 access points are estimated over the entire system.
7. 6-Foot Φ Precast Concrete Vaults: All the 4-foot diameter concrete vaults will be replaced with 6-foot diameter vaults at 26 locations.
8. Blower & Controls Improvements: System upgrades are proposed to extend the life by 20 years. A new flare, blower, and controls are proposed.
9. Electrical Work and Upgrades: Electrical work will upgrade the existing system.
10. Site Restoration: The site will be restored following the LFG system construction.
11. Waste Relocation On-Site: Waste relocated on-site and covered with clay and topsoil.
12. Clearing: Site clearing for construction.
13. Construction Administration: Contractor's cost for insurance, submittals, and administration of contract.

Table 2B

**Milwaukee County
Franklin Landfill
LFG System Long-Term Improvements Required Due to The Rock Development *
Budget Cost Estimate
March 2014**

Item	Quantity	Unit	Unit Price	Total
1. Mobilization/Demobilization	1	Lump Sum	\$10,000	\$10,000
2. Vertical Gas Wells: 3' ø Boring, Dispose Waste On-Site; Average 40' Deep x 27 Wells	1,080	Vert. Ft.	\$110	\$118,800
3. Well Head Assembly	25	Each	\$1,500	\$37,500
4. 6' ø Precast Concrete Vault	27	Each	\$2,500	\$67,500
5. Relocate Well Head Assemblies	2	Each	\$1,000	\$2,000
6. Abandon Wells	7	Each	\$1,000	\$7,000
7. Abandon Header – Plug and Leave	8	Locations	\$500	\$4,000
8. Abandon Condensate Tank	2	Each	\$3,000	\$6,000
9. Cost Upgrade to install 12" Header Instead of 8" Header **	2,300	Lin. Ft.	\$30	\$69,000
10. Install New Blower/New Flare & Controls	1	Lump Sum	\$270,000***	\$270,000***
11. Electrical Work for New Blower	1	Lump Sum	\$40,000	\$40,000
12. Site Restoration	1	Lump Sum	\$60,000	\$60,000
13. Waste Relocation On-Site	1	Lump Sum	\$60,000	\$60,000
14. Clearing	1	Lump Sum	\$30,000	\$30,000
15. Construction Administration	1	Lump Sum	\$25,200	\$25,200
			Subtotal	\$807,000
			Contingency (30%)	\$242,000
			Owner Services (1%)	\$8,000
			Construction Management (5.5%)	\$45,000
			Permitting	\$25,000
			Construction Observation	\$81,000
			Engineering Design (8%)	\$65,000
			Total Budget Estimate	\$1,273,000

* Assumes Phase 5C Rock development on DOT Landfill and western area including Sport Complex Dome. The costs shown in this table are The Rock development's share for LFG system improvements.

** Cost is incremental cost for installing 12" header instead of 8" header.

*** Cost is incremental cost for new larger blower, new larger flare and controls.

Table 2B Cost Components

**Milwaukee County
Franklin Landfill
LFG System Long-Term Improvements Required Due to The Rock Development *
Budget Cost Estimate
March 2014**

* Assumes Phase 5C Rock development on DOT Landfill and western area including Sports Complex Dome. The costs shown in this table are The Rock development's share for the LFG improvements. These costs are in addition to the costs shown on Table 1 and Table 2A.

1. Mobilization/Demobilization: Costs to mobilize construction equipment and demobilize.
2. Vertical Gas Wells: Install 25 gas wells. Most of the wells will be located along Crystal Ridge Drive if development occurs on the DOT Landfill. These wells will be primarily located on the East Landfill.
3. Well Head Assembly: Provided for the new vertical wells.
4. 6-Foot Φ Precast Concrete Vaults: Provided for the proposed wells and relocated wells.
5. Relocate Well Head Assemblies: Relocate two well head assemblies on the west side.
6. Abandon Wells: Abandon 7 wells on the west side.
7. Abandon Header – Plug and Leave: Abandon header and plug to accommodate new header.
8. Abandon Condensate Tank: Abandon two tanks by filling with flowable grout located on the west side.
9. Cost Upgrade to Install 12-Inch Header Instead of 8-Inch Header: This cost is the incremental cost to install a 12-inch header instead of the 8-inch header along Crystal Ridge Drive. The larger header is proposed due to the additional wells along Crystal Ridge Drive.
10. Install New Blower/New Flare and Controls: Cost includes new blower for larger gas flows, new flare due to larger gas flows, and controls. Cost is the incremental cost for a new larger blower and new larger flare and controls.
11. Electrical Work for New Blower: Electrical work for improvements.
12. Site Restoration: Restoring the grass in the disturbed area.
13. Waste Relocation On-Site: Waste relocated on-site and covered with clay and top soil.
14. Clearing: Site clearing for construction.
15. Construction Administration: Contractor's cost for insurance, submittals, and administration of contract.

Appendix 5

DBE Forms



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE 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 DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements 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 DBE 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.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE 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. The successful Bidder/Proposer shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

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

Appendix 6

Sample Consulting Agreement

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT DIVISION
CONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES

Compensation Based on
Stipulated Sum (Lump Sum)
(For Studies, Analysis and Reports)

Type "D" 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: _____

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ATTACHMENTS:

Pages

		A - SCOPE OF PROJECT (BY OWNER)	A-1 TO A-__
		B - MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE (BY PRIME CONSULTANT & SUBCONSULTANTS).....	B-1 TO B-2
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RESPONSIBILITY (BY CONSULTANT & SUBCONSULTANTS).....	E
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I - COMPLETE LISTING OF SUBCONSULTANTS (BY PRIME CONSULTANT).....	I
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K - CONSULTANT AGREEMENT CLOSEOUT CHECKLIST	K-1 TO K-2
L - SIGNATURE PAGE	L

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

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

1. GENERAL CONSULTANT

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

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

_____ is the designated principal.

2. PROJECT SCOPE

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

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

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

- .1** _____
- .2** _____
- .3** _____
- .4** _____
- .5** _____
- .6** _____
- .7** _____

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 General Consultant Services

- 3.1.1 Conferences with OWNER, Users, Prime Contractors and subcontractors required to review and resolve questions regarding the Project.:
- 3.1.2 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.
- 3.1.3 **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.
- 3.1.4 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.
- 3.1.5 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.

3.2 Performance Time

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

- .1 _____
- .2 _____
- .3 _____
- .4 _____

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.

3.3 Record Documents

See **Attachment "H"**.

3.4 Subconsultant Services

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

3.4.1 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).

3.4.2 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.

3.4.3 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.

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

3.5 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.

3.5.1 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.

3.5.2 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.

- 3.5.3 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.
- 3.5.4 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.
- 3.5.5 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.
- 3.5.6 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.
- 3.5.7 Providing services to apply for and obtain code variances, if necessary.
- 3.5.8 Provide an inventory and placement of OWNER's existing furniture and equipment.
- 3.5.9 Providing other services as requested by the OWNER.

3.6 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".

- 3.6.1 The allowance for all reimbursables for the project shall not exceed _____ Dollars (\$ _____)

4. COMPENSATION (applicable to both CONSULTANT and subconsultants)

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

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

4.2 Additional Services Rate Itemization

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

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

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

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

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

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

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

4.3 Payment for Approved Additional Services

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

4.3.1 Non-Reimbursable Costs and Services

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

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

5. PAYMENTS

Payments to CONSULTANT for services shall be made as follows:

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

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

5.2 Monthly Invoices and Retainage

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

5.3 Progress Payment limitations

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

Phase 1 _____	Percent (____)
Phase 2 _____	Percent (____)
Phase 3 _____	Percent (____)
Phase 4 _____	Percent (____)
Phase 5 _____	Percent (____)

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.

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

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

7.1.3 Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, name OWNER as an additional insured in the general liability and automobile policy as their interests may appear as respects services provided in this Agreement. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Afford OWNER Thirty (30) day written notice of cancellation or non-renewal.

7.1.4 Place insurance specified above with at least an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Submit deviations or waiver of required

coverage or minimums in writing to OWNER's Risk Manager for approval as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.

7.1.5 Submit certificate of insurance and endorsements for review to OWNER for each successive period of coverage for duration of this Agreement.

7.1.6 The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the OWNER's Risk Manager.

7.1.7 Required certificates and endorsements shall be part of **Attachment "E"**.

7.2 Professional Liability - Additional Provisions

7.2.1 Provide additional information on professional liability coverage as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims-made, occurrence; discovery clause conditions; and effective, retroactive, and expiration dates, to OWNER's Risk Manager as requested to obtain approval of coverage as respects this section.

7.2.2 Be responsible for the accuracy of the services performed under this Agreement and promptly make necessary revisions or corrections to services resulting from negligent acts, errors or omissions without additional compensation.

7.2.3 Give immediate attention to these revisions or corrections to prevent or minimize delay to Project schedule.

7.2.4 Be responsible to the OWNER for losses or costs to repair or remedy as a result of CONSULTANT's negligent acts, errors or omissions.

7.2.5 It is understood and agreed that coverage which applies to services inherent in this Agreement will be extended for two (2) years after completion of work contemplated in this Project if coverage is written on a claims-made basis.

7.2.6 Deviations and waivers may be requested in writing based on market conditions to OWNER's Risk Manager. Approval shall be given in writing of any acceptable deviation or waiver to the CONSULTANT prior to the CONSULTANT effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the CONSULTANT.

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

7.3 Compliance with Governmental Requirements

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

7.4 Indemnity

Each party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the other party, and its agents, officers and employees, from and against all loss and expenses including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this Agreement. Each party shall further indemnify the other from, and defend against, any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) sexual discrimination or harassment, (3) any personal injury (including death) received or sustained by

any employee of either party, its subcontractors, agents, or invitees for any reason not covered by workers compensation, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent, or otherwise, to the extent caused by a party or its employees. Milwaukee County's liability shall be limited by Wisconsin State Statutes § 345.05(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, age, sex, sexual orientation or disability, which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- .2 The CONSULTANT shall post in conspicuous places, available to employees, notices to be provided by the County, setting forth provisions of non-discrimination clause.
- .3 A violation of this Section 11 shall be sufficient cause for OWNER to terminate this Agreement without liability for uncompleted portion or for materials or services purchased or paid for by CONSULTANT for use in completing this Agreement.

11.1.2 Affirmative Action Program

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

11.1.3 Affirmative Action Plan

- .1 CONSULTANT shall certify that if it has fifty (50) or more employees, a written affirmative action plan has been filed or will be developed and submitted (within 120 days of contract award) for each establishment. File current Affirmative Action plans, if required, with one of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, 9th Floor, Milwaukee, Wisconsin 53208. If a current plan has been filed,

indicate where filed _____ and the year covered _____.

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

11.1.4 Non-Segregated Facilities

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

11.1.5 Subconsultants

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

11.1.6 Reporting Requirement

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

11.1.7 Employees

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

11.1.8 Compliance

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

12. TERMINATION OF AGREEMENT

12.1 This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

12.2 This Agreement may be terminated by the OWNER without cause upon at least seven (7) days' written notice to CONSULTANT.

12.3 OWNER's obligation for CONSULTANT's services rendered to the date of termination shall be for that proportion of fee earned, plus retainage and authorized Reimbursable Expenses.

12.4 In the event of termination completed or partially complete work materials prepared by CONSULTANT in conduct of this Agreement shall be provided to and become the property of OWNER.

12.5 This Agreement shall terminate on December 31 of the calendar year in which the Agreement was executed, unless mutually extended in writing.

13. SUCCESSORS AND ASSIGNS

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

14. APPLICABLE LAW

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

15. INDEPENDENT CONTRACTOR

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

16. PROHIBITED PRACTICES

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

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

17. EXTENT OF AGREEMENT

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 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 CDBP 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, CDBP 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 CDBP 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 CDBP, 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. CDBP 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 CDBP 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 CDBP 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 CDBP, 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 CDBP. Approval must be obtained from CDBP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CDBP 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 CDBP. 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 CDBP.

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

Overhead Rate = _____ (Without Profit)

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

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

(Accounting Practice Used)

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

Signature: _____ Date: _____

Title: _____

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

GUIDELINES FOR REIMBURSABLE EXPENSES

GENERAL.

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

DEFINITION.

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

DOCUMENTATION.

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

REIMBURSABLES BUDGET ALLOWANCE.

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

AUTHORIZED OUT-OF-TOWN TRAVEL.

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

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

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

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

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

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

LONG DISTANCE COMMUNICATIONS.

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

FEES PAID TO APPROVING AUTHORITIES.

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

REPRODUCTIONS AND REPROGRAPHICS.

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

ADDITIONAL INSURANCE.

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

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

INVOICE FOR CONSULTING SERVICES
(Lump Sum Contract Form)

Invoice # _____

Date: _____

Project Title: _____

Project No. _____

Consultant: _____

Services for the Month Ending: _____

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

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

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

TOTAL THIS MONTH:

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

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

Approved for billing:

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

Consultant

Signature

Signature

Title

Date

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

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

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

INVOICE FOR ADDITIONAL CONSULTING SERVICES ONLY

(Multiple of Direct Salary Rate Form)
(One FORM "D-3"/Ea. Increase/Billing)

Invoice # _____

Fee Incr. # _____

Fee Incr. Total \$ _____

Date: _____

Project Title: _____

Project No. _____

Consultant: _____

Services for the Month Ending: _____

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

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

Sub-total _____

2.) SUBCONSULTANTS

(Attach itemizations in same form as above)

Sub-total _____

3.) REIMBURSABLE EXPENSES:

(Attach itemization and backup copies of all charges)

Sub-total _____

TOTAL THIS MONTH:

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

CURRENT PAYMENT DUE:

(Attach continuation sheet on job status)

Approved for billing:

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

Consultant

Signature

Signature

Title

Date

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

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE 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 DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements 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 DBE 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.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE 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. The successful Bidder/Proposer shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

(This report must be submitted with each payment application)

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

THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

CONTRACT CLOSE-OUT
DBE PAYMENT CERTIFICATION

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

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

DBE Firm: _____

Project No.: _____ Project Name: _____

Complete Section A if full payment has been made.

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

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

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

Date _____, 20__

(DBE Contractor/Consultant Signature)

(Print Name & Title)

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

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

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

Date: _____, 20__

(Prime Contractor/Consultant Signature)

(Print Name & Title)

(DBE Contractor/Consultant Signature)

(Print Name & Title)

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

COST & SCHEDULING SYSTEM REQUIREMENTS

GENERAL

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

Requirements According To Agreement Size

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

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

SCHEDULE DEVELOPMENT

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

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

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

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

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

I. RECORD DOCUMENTS

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

II. ELECTRONIC MEDIA REQUIREMENTS

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

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

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

The consultant shall use AutoCAD 2011 for AutoCAD engineering drawings.

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

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

III. AUTOCAD DRAWING STANDARDS

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

A. Xref Files, Image Files, Blocks and 3rd Party Fonts

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

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

C. Consultants shall utilize the following Milwaukee County drawing format standards:

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

Architectural:

A = 9" x 12"
B = 12" x 18"
C = 18" x 24"
D = 24" x 36"
E = 36" x 48"

Engineering:

Ansi A = 8-1/2" x 11"
B = 11" x 17"
C = 17" x 22"
D = 22" x 34"
E = 34" x 44"

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

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

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

2. A maximum of 3 characters for sheet number

Example: A101.dwg
| |
| | _____ Sheet number
| _____ Discipline

E. The DOS 8+3 naming convention shall be used for all Drawing Sheet numbers *and* electronic drawing files (e.g., A101.dwg).

F. Consultants shall utilize the **AIA**, or Milwaukee County Standard Layer Index, including color and line-type (**Attachments H-6 through H-19**); **OR** for approval of your firm's standard layer index, contact your Milwaukee County Project Manager to arrange approval by AE&ES.

G. The room attributes shall be provided on all AutoCAD building plans. Window attributes shall be shown on elevation drawings. The following attribute data shall be included:

1. **Rooms**

Room number (serves as the room tag)
Dimensions (length, width, height)

2. **Doors**

Tag number
Door size
Frame size
Fire rating

3. **Windows**
 - Tag number
 - Size
 - Glazing
 - Framing material

IV. **DOCUMENT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and shall include:

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

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

SUBMIT TO:

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

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

COMPLETE LISTING OF SUBCONSULTANTS

(To Be Completed by Prime Consultant)

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

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

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

For Milwaukee County
 Department of Administrative Services
 Facilities Management Division

For Prime Consultant:

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

 Signature

 Signature

 Name

 Name

 Title

 Title – Project Manager

 Date

 Date

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

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date: _____

Project Title: _____

Project No. _____

Prime Consultant: _____

This is to certify that I/We:

Subconsultant Name: _____

Address: _____

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

Type of Services: _____

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

SUBCONSULTANT

Subconsultant's Name

Date: _____

Signature

If Principal is a Corporation
IMPRINT CORPORATE SEAL

Title

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT AGREEMENT CLOSEOUT CHECKLIST

Consultant: _____

Project: _____ Project No. _____

Agreement (contract) No. _____ Effective Date: _____

C.B. File No. _____ Reference No. _____ Account No. _____

Type Agreement: A: _____ B: _____ (Annual) C: _____ D: _____

Consultant Selection Documentation in File: _____ Yes _____ No

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

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

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

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

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

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

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

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

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

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

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

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

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

Prime CONSULTANT Signature: _____

County Project Manager Approval: _____ Date: _____

Score: _____

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT EVALUATION FORM

Consultant: _____

Consultant P.M. _____

Project Title: _____

Project No. _____ Contract No. _____

Date of Evaluation: _____

Evaluation Form Completed By: _____

Basic Services Provided By the CONSULTANT: _____

Please circle appropriate response

Performance Assessment:

I. Quality of Work:

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

Comments: _____

II. Adherence to Schedule/Timeliness/Responsiveness:

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

Comments: _____

III. Budget Management/DBE Compliance:

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

Comments: _____

Additional comments:

Composite Score = I + II + III / 3

IN WITNESS WHEREOF, This Agreement executed the day and year first above written.

FOR MILWAUKEE COUNTY

Gregory G. High, Director
DAS-Architecture, Engineering
And Environmental Services

(DATE)

Teig Whaley-Smith
Interim Director
Administrative Services

(DATE)

Comptroller
Office of the Comptroller

(DATE)

Chris Abele, County Executive
Office of the County Executive

(DATE)

REVIEWED AS TO INSURANCE REQUIREMENTS

Risk Manager

(DATE)

**REVIEWED AS TO DISADVANTAGED
BUSINESS ENTERPRISE REQUIREMENTS**

Approved with regards to County
Ordinance Chapter 42

**Approved as to form and
Independent contractor status
by Corporation Counsel**

Community Business
Development Partners

(DATE)

Corporation Counsel

(DATE)

**Approved as compliant
under Sec. 59.42(2){b)S, Stats.**

Corporation Counsel

(DATE)

BY CONSULTANT/CONTRACTOR

Contracting Firms Name

Date

Title

Signature

Witnessed by

If Principal is a Corporation
IMPRINT CORPORATE SEAL