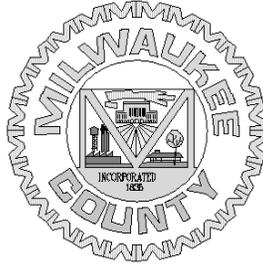


MILWAUKEE COUNTY



***Department of
Administrative Services
A&E and Environmental Services***

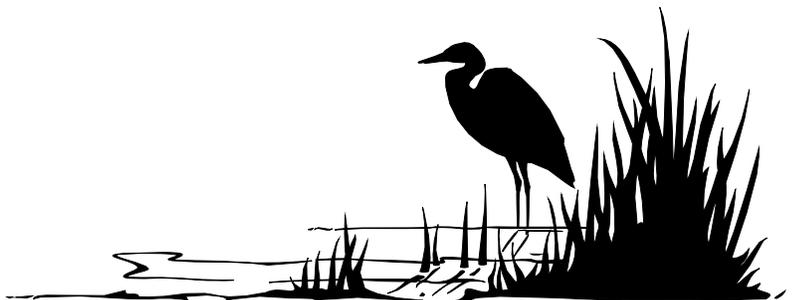
**Milwaukee County City Campus
2711 West Wells Street
Milwaukee, Wisconsin 53208**

**REQUEST FOR PROPOSAL
FOR**

South Shore Park - Phase 1: Site Investigation and Schematic Design

PROJECT NO. P298-14616

January 2014





DEPARTMENT OF ADMINISTRATIVE SERVICES

Milwaukee County

January 23, 2014

To: Interested Consultants

Subject: Request for Proposal (RFP) for Professional Services
South Shore Park- Phase 1: Site Investigation and Schematic Design

Project Number: P298-14616

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

Dear Consultant:

Milwaukee County Department of Administrative Services is requesting proposals from qualified firms to provide engineering, planning, and design services related the development of a schematic design to reconstruct portions of South Shore Park with an emphasis on improving the beach and water quality. The project background and scope of work is attached.

There is a non-mandatory pre-proposal meeting on Wednesday, February 5th, 2014 at 10:00 a.m. in Room 289 of the Milwaukee County City Campus Building, 2711 West Wells Street, Milwaukee. Six (6) copies of the proposal are due by 3:30 p.m. on Wednesday, February 12, 2014, at the offices of the Milwaukee County Department of Administrative Services, Environmental Services, 2711 West Wells Street, Second Floor, Milwaukee, Wisconsin. An interview with a short list of consultants may be conducted February 24-25th, 2014. Milwaukee County will award the contract in March and the selected firm shall initiate the work upon receipt of the awarded contract.

There is a minimum 17% DBE requirement for this project. Proposals should describe how this requirement will be met.

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

Sean Hayes, PE
Environmental Engineer, Environmental Services Division
Milwaukee County Department of Administrative Services
2711 W. Wells St., Room 211
Milwaukee, WI 53208-3509
E-mail: sean.hayes@milwcnty.com

Sincerely,

Sean Hayes, PE

Attachments

cc: Greg High, DAS w/o attachments
Karl Stave, DAS
Kevin Haley, DPRC
John Dargle, DPRC
Jim Keegan, DPRC
Brian Engel, CBDP w/o attachments

I. PROJECT BACKGROUND

Milwaukee County owns and manages South Shore Park located on the lakefront south of downtown in the Bay View neighborhood of Milwaukee. The park consists of a beach, lawn areas, bike paths, a boat launch, a popular pavilion, parking, and a yacht club.

The proposed project is to study the current and future needs of the project area and surrounding land and develop a schematic design based on the assessed need with an emphasis on improving the beach and water quality.

Sustainable design considerations

Sustainable design shall be incorporated into the project and to the best extent possible, Leadership in Environmental and Energy Design (LEED) standards as specified by the U.S. Green Building Council. Project specifications shall describe the sustainable design elements that are to be incorporated in the various sections of the project. Documentation requirements shall also be written into the contract documents where applicable.

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 design and construction and exclude operational plans. Evaluate sustainable design alternatives, where applicable, to determine the feasibility of incorporating the alternatives into the project. The evaluation shall include a comparison of construction costs, annual operating costs, and other non-fiscal benefits of each option considered. In your cost proposal, break out any additional analyses required to evaluate and design these elements. Describe how these analyses will affect the project schedule.

Budget

The South Shore Park- Phase 1: Site Investigation and Schematic Design project has a budget of \$84,000 for staff involvement and consultant efforts. The County may pursue implementation of Phase 2 – final design and construction of the project at some point subject to adoption of a future budget allocation or other funding for construction. The County may, but is not obligated to, extend the consultant agreement for any future phase. The County reserves the right to hire a different consultant for the next phase at its discretion.

II. SCOPE OF SERVICES

The successful consultant shall complete the study per the standard terms and conditions of the Milwaukee County Department of Public Works Stipulated Sum (Lump Sum) Standard Prime Consultant Agreement (Type D) (Attached). These efforts shall be consistent with the County's goals and budget for the South Shore Park - Phase 1 project. The selected consultant shall have overall coordination and scheduling responsibilities for all aspects of the study.

General Requirement:

- 1) Review Existing Planning Documents
 - a. Review existing planning documents for the site. (2013 Baird Report, etc.)
 - b. Incorporate recommendations into conceptual design when applicable.

- 2) Collect Stakeholder Input
 - a. Identify and secure stakeholder input and buy-in through two planning meetings open to all potential stakeholders. Potential stakeholders include: Milwaukee County Parks, MMSD, DNR, Wisconsin Clean Marina Program, South Shore Yacht Club, Bay View Neighborhood Association, Lions International – South Shore Frolics, South Shore Farmers Market, fishing groups, special events sponsors using South Shore Park, UW-Milwaukee, public users of the boat launch, etc.
 - i. Proposed stakeholder meeting times
 1. Project Kickoff
 2. 50% Complete
 - b. Attend other periodic meetings to review project status with the design team, the County's project team and other invitees as necessary to address planning issues. Assume bi-weekly meetings throughout the project. The project may require more frequent meetings during critical phases.

- 3) Conduct Detailed Site Investigation
 - a. Conduct a detailed site investigation that includes hydraulic and hydrologic analysis and soil borings needed to complete schematic design and Basis of Design.
 - b. The site investigation shall describe all structures, utilities, and other facilities in sufficient detail to perform final project design.
 - c. Milwaukee County will provide a survey of existing conditions. Milwaukee County will complete the survey after the snow melts.
 - d. Milwaukee County will provide all available utility drawings of County owned and maintained utilities within the area. The Consultant is responsible for contacting other utilities and municipalities for utility information.

- 4) Identify Site Uses
 - a. Identify present and future site uses through review of planning documents, stakeholder input, etc.
 - b. Prioritize current and future site needs.

- 5) Identify Best Management Practices
 - a. Identify potential best management practices to treat storm water at the project site.
 - b. Identify best management practices to improve beach health (i.e. bird management, beach grooming, trash collection, etc)
 - c. Incorporate selected BMPs into conceptual design.

- 6) Develop Conceptual Design
 - a. Hold a design charrette with key stakeholders (assume 5 hours).
 - b. Develop three conceptual design alternatives and preliminary cost estimates.
 - c. Consider site layouts that improve beach health, water quality, pedestrian access, pedestrian safety and bike trail safety.
 - d. Consider site layouts that fit into the general lakefront theme and with the Bay View neighborhood.
 - e. Provide draft conceptual designs to Milwaukee County staff for comment at 40% and 80% complete stages.

- 7) Present Alternatives at a Public Meeting.
 - a. Present conceptual design alternatives at a no less than one public informational meeting.
 - b. Meeting to be held at a South Shore Pavilion at no cost to consultant.

- 8) Refine Conceptual Design
 - a. Refine conceptual design alternatives and cost estimates based on public informational meeting input, discussion with stakeholders, etc.
 - b. Select one design to develop a final schematic design and to generate the final report.

- 9) Generate Final Conceptual Design Report
 - a. Final Report shall include the following:
 - i. Conceptual design alternatives
 - ii. Conceptual design cost estimates
 - iii. Summary of stakeholder input
 - iv. Recommendations
 1. Final schematic design
 2. Final detailed cost estimate
 - v. Basis of Design (BOD) that includes the following:
 1. Project objectives.

2. Site description including subsurface geology and soil borings overview.
3. Regulatory requirements for the project.
4. Design criteria.
 - a. Design storm events.
 - b. TSS and other pollutant removal efficiencies.
 - c. Parking number estimates / traffic loads.
 - d. Hydraulic considerations (Critical topo elevations, max outfall elevations, manhole inverts, etc.).
 - e. Existing subsurface soil hydraulic conductivity and water table elevation.
 - f. Design Lake Michigan levels
 - g. Any State or Local guidelines that must be followed.
 - h. Basic O&M requirements (including storm water facility and beach O&M).
 - i. Other.
- b. Deliver the final report conceptual design alternative, BOD, detailed cost estimate and recommendations in a report format to Milwaukee County Department of Administrative Services.
 - i. Deliver 5 hard copies of the report, an electronic copy, and a framed D-Size plot of the final schematic design.

III. PROJECT SCHEDULE

The following are the major milestones for this project:

February 5, 2014:	Pre-proposal meeting
February 12, 2014:	Proposals due
February 24-25, 2014:	Interviews if required
March 7, 2014:	Contract execution
June 13 th , 2014:	Task #6 complete
August 1, 2014	Project complete

IV. PROPOSAL CONTENT

The proposal shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines (see Attachment 2). The proposal shall include the Consultant Proposal Form (see Attachment 3) and be prepared in the following format:

- A. Cover: Include project number and name, project location, consultant's name, address, telephone number, FAX number, email address, proposal date, etc.
- B. Table of Contents: Include an identification of the material by section and page number.

- C. Letter of Transmittal: The name and description of the organization submitting the proposal briefly stating the proposers understanding of the service to be provided.
- D. Organization's Experience: Include a list of similar projects that the organization has participated on in the past ten (10) years. Attach a separate sheet for each project, up to five (5) maximum, giving a brief description of each project and the organizations participation.
- E. 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 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, a brief description of related experience including time contribution in this capacity to past projects, and qualifications.
- F. Sub-Consultants: Indicate the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Also state there related past experience in the field.
- G. Project Approach: Provide a description of the design philosophy, the architectural and engineering problems you anticipate in this project and how you propose to overcome them.
- H. Scheduling: Provide a bar chart form schedule indicating a sequence, timetable, and relationship of tasks which are necessary to complete the project. Include a statement indicating that the proposed project schedule can be met. Submit an alternate schedule if the consultant cannot meet the proposed schedule.
- I. Constant Effort: Include a spreadsheet/matrix listing the names, classifications, hourly rates and hours to be spent by task to complete the project as described in this RFP.
- J. DBE Requirements: Disadvantaged Business Enterprise (DBE) instructions and forms can be found in the Consultant Agreement. The project goal is 17% DBE involvement. **The proposal must include the names and fee percentages of Milwaukee County certified DBE firms that the proposer intends to use on form DBD 14.** All proposed DBE firms must be Milwaukee County certified at the time that the proposal is submitted. If consultant does not propose to meet the 17% goal, the Certificate of Good Faith Effort must be included or the proposal may be considered unresponsive. For more information on the DBE program, call Mr. Brian Engel of the Community Business Development Partners at 414-278-4747. Proposals, which do not meet DBE requirements may be rejected.
- K. 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.
- L. Fee Proposal: The fee for this project shall be clearly stated as a lump sum total for basic services.

V. PROPOSAL EVALUATION

See section XV of attachment 2 - 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.

IV. GENERAL REQUIREMENTS

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.

The successful consultant must be an Equal Opportunity Employer

The proposal shall conform to all attached documents. All proposals should use this RFP and its attachments as the sole basis for the proposal. The issuance of a written addendum is the only official method through which interpretation, clarification or additional information will be given.

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

Please return six (6) copies of your proposal no later than 3:30 P.M. on Wednesday, February 12, 2014, to Sean Hayes, Project Manager, City Campus, 2711 W. Wells Street – Room 211, Milwaukee, Wisconsin, 53208;

ATTACHMENT 1
FIGURES



Figure 2: Approximate Project Work Area



Notes
2900 S. Shore Dr. Milwaukee, WI 53207

THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS

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



Legend 1 : 7,339

- Highways, to 8k
- Street Centerlines, 0k to 8k

AERIAL PHOTO 2013 HIGH RES_ACU_PLUS

- Red: Band_1
- Green: Band_2
- Blue: Band_3



Figure 3: Site Facilities



Notes
2900 S. Shore Dr. Milwaukee, WI 53207

THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS

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AERIAL PHOTO 2013 HIGH RES_ACU_PLUS

- Red: Band_1
- Green: Band_2
- Blue: Band_3



FIGURE 4: Historic South Shore Park

ATTACHMENT 2
PROPOSAL PREPARATION, SUBMISSION &
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 of joint venture, names of general partners or joint venturers.

VII. Organization of Offeror

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

VIII. Offerors Authorized Agent

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

IX. Price Schedule Submission

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

X. Certification and Representations

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

XI. Signing of Offers

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

XII. Proposal Guarantee

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

XIII. Acknowledgement of Amendments

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

XIV. Late Proposals and Modifications and Withdrawals of Proposals

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

XV. Proposal Evaluation Criteria

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

- 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.

Example Consultant Effort Form

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

TOTAL FEE

ATTACHMENT 3
CONSULTANT PROPOSAL

CONSULTANT PROPOSAL

Page 1 of 1
MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
ARCHITECTURE AND ENGINEERING DIVISION

PROJECT: South Shore Park - Phase 1
P298-14616

CONSULTANT PROPOSAL

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

A. "LUMP SUM" fee for South Shore Park – Phase 1: \$
(_____)

II. PRINCIPAL IN CHARGE

Name of Principal

Engineer's Registration No. in Wisconsin

Flat hourly rate for principal

Participation of Disadvantaged Business Enterprises at the rate of 17% is required.

Firm Name

Authorized Signature

Title

Date

ATTACHMENT 4
SAMPLE CONSULTANT 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
C -	GUIDELINES FOR REIMBURSABLE EXPENSES (BY OWNER)	C-1 TO C-2

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H - RECORD DOCUMENTS (BY OWNER)	H-1 TO H-21
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K - CONSULTANT AGREEMENT CLOSEOUT CHECKLIST	K-1 TO K-2
L - SIGNATURE PAGE	L-1

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

CONSULTANT services applicable to the above phases include the following:

- 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 or OWNER's schedule.

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

4.2 Additional Services Rate Itemization

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

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

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

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

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

- | | |
|--------------------------------------|--------------------------------------|
| - Social Security | - General Office Expenses |
| - Vacation, Holiday & Sick Pay | - Dues & Subscriptions |
| - Pension & Personal Insurance Plans | - Profit |
| - Local Telephone & Fax Service | - Registration Fees |
| - Insurance | - Legal & Accounting Expenses |
| - Postage & Shipping (see "C-2") | - Auto Expenses, Parking |
| - Taxes | - Travel costs to locations within a |

- Office & Drafting Supplies
- Repairs & Maintenance
- Selling Expense
- Office Rental
- General Advertising
- Office Utilities

- 100-mile radius of Milwaukee
- Meals
- Use of Cadd Equipment and Systems
(Including drawing plots)
- Miscellaneous Overhead

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

4.3 Payment for Approved Additional Services

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

4.3.1 Non-Reimbursable Costs and Services

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

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

5. PAYMENTS

Payments to CONSULTANT for services shall be made as follows:

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

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

5.2 Monthly Invoices and Retainage

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

5.3 Progress Payment limitations

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

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 Bodily Injury & Property Damage All Autos	(name the OWNER as an Additional Insured in the automobile policy by endorsement) \$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 sub-contractors in the same form as specified above for review by Owner's Risk Manager.

7.3 Compliance with Governmental Requirements

- 7.3.1 Evidence satisfactory compliance for Unemployment Compensation and Social Security Reporting as required by Federal and State Laws.

7.4 Indemnity

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

harassment, (3) any personal injury (including death) received or sustained by any employee of either party, its subcontractors, agents, or invitees for any reason not covered by workers compensation, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent, or otherwise, to the extent caused by a party or its employees. Milwaukee County's liability shall be limited by Wisconsin State Statutes § 345.03(3) for automobile and § 893.80(3) for general liability

7.5 Conflict of Interest

7.5.1 Consultant shall not specify, recommend, nor commit Owner to purchase or installation of material or equipment from an entity with whom 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 - Scope of Project" a "Scope and Budget" spreadsheet that is intended to represent the Consultant team's work plan, estimates of cost by task, and the consequent development of the "Not-To-Exceed" compensation totals for each services 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 Article 3.12.1. 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 Article 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 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 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-2 of 2)

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

11. EQUAL EMPLOYMENT OPPORTUNITY

11.1 In accordance with Section 56.17 of the Milwaukee County 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, sex orientation or handicap, 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 provision 11 shall be sufficient cause for County 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 firm has 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 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 racially segregated facilities for employees at its establishments, and that employees are not permitted to perform their services at a location under its control where racially 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 _____ 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 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, abandonment, or suspension shall be for that proportion of fee earned, plus retainage and authorized Reimbursable Expenses.

12.4 In the event of termination, abandonment, or suspension, 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 listed on Line 1 of Page 1 of this agreement, 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, or transfer its interest in this Agreement without the 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 contract 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 independent contractor, duly authorized to perform the acts required of it hereunder.

16. PROHIBITED PRACTICES

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

X X X

DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) REQUIREMENTS

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

DURING SOLICITATION PROCESS

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

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

within three (3) days of receiving written notice of the failure to meet the GFE requirement. The request should be sent to:

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

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

FOLLOWING CONTRACT AWARD

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

- d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
- 18.12** Contractor/consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP, through the application of 49 CFR, §26.55(c), will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- 18.13** Contractor/consultant is required to notify CBDP if its DBE contractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.
- 18.14** Contractor/consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the contractor/consultant has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. If needed, contractor/consultant must submit a written request for substitution, including the reason for the request and the log, to its DBE contractor and forward a copy to CBDP. Approval must be obtained from CBDP prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the contractor/consultant.
- 18.15** **Requests for Payment:** A ***DBE Utilization Report (DBE-16)*** form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. The County Project Manager/Administrator will reject requests for payment that are not in compliance with this section.
- 18.16** **Final Payment Verification:** The contractor/consultant shall submit the ***Contract Close-Out DBE Payment Certification (DBE-18)*** and the final ***DBE Utilization Report (DBE-16)*** along with its final request for payment. The County Project Manager/Administrator will not process the final request for payment if these required reports are not included.
- 18.17** Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.

Section 12 Revised 11/28/11

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)

overhead rate calculation. 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 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 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 Owner'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 Consultants. 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 reimburseables for review and approval by the Owner. 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 Owner (under a separate Owner 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 Consultants 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.

FEEES 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 Owner checks to coincide with dates of submittal cannot usually be done. 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 Owner on larger jobs that could benefit from competitive bidding for that service. Consult with the Milwaukee 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 Owner, Milwaukee County will reimburse that additional premium cost. Specific documentation will be requested by the Milwaukee 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 NUMBER _____

CONSULTANT _____

SERVICES FOR THE MONTH ENDING: _____

- 1.) BASIC SERVICES (Attach Form D-2):

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

- 3.) ADDITIONAL SERVICES (Attach Form 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

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 NUMBER _____
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	_____ =	_____
_____	_____	\$ _____ X	_____ X	_____ =	_____
_____	_____	\$ _____ X	_____ X	_____ =	_____

Sub-total

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

Sub-total

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

Sub-total

TOTAL THIS MONTH:

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

CURRENT PAYMENT DUE
(Attach continuation sheet on job status)

Approved for billing:

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

Consultant

Signature

Signature

Title

Date

COMMITMENT TO SUBCONTRACT WITH DBE FIRMS

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT (*) \$ _____

DBE Goal: _____ (*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

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

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

Total \$ Amount of DBE _____ Total % _____

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

Signature of Authorized Representative

Print/Type Name of Authorized Representative

Date

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

Signature of Notary Public

State of _____, My Commission expires _____.

[SEAL]

CBDP APPROVAL:

Signature

Date

* Exclude all allowances

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

FOR CBDP USE ONLY: (A) \$ _____
(V) \$ _____

Total % _____

CBDP APPROVAL:

* Exclude all allowances

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

Signature

Date

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

INSTRUCTIONS:

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5210

ADDITIONAL INFORMATION/REQUIREMENTS:

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

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

**DISADVANTAGED BUSINESS ENTERPRISE
PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT***

NAME OF CONSULTANT _____ TELEPHONE NO. () _____

ADDRESS _____ CITY _____ STATE _____ (ZIP
CODE) _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD \$ _____ CONTRACT % COMPLETE _____

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

COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 200 _____ FINAL REPORT: () Yes () No

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

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

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

*Directions for completion of report - see reverse side

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

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

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

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

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

D-16 FORM

Rev. 11/28

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

"DBE" SUBCONSULTANT PAYMENT CERTIFICATION

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

County Department Issuing Contract/Project _____

Contract/Project Title _____

DBE Firm: _____

Project No.: _____ Project Name: _____

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

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

Date _____, 20__.

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

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

Date _____, 20__

(Prime Contractor's Signature)

(Print Name & Title)

(DBE Subcontractor Signature)

(Print Name & Title)

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. The Owner 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. Owner 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. The Owner 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 the Owner. Each schedule update will be submitted to the Owner's 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.

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. Provide a **SINGLE DRAWING FILE** for each Drawing Sheet.
4. 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.
5. Purge all drawing files of all unused entities—Blocks, Layers, Fonts
6. "READ-ONLY" and "LOCKED" drawing files will not be accepted.

B. It is PREFERRED that all final drawings be submitted in Model Space. However, final drawings may be submitted in Paper Space as long as AutoCAD Drawing Standards A-1 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 sub-consultants shall prepare and submit the required As-Built/Record Drawings and Project Manuals in accordance with the following procedures:

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

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

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

C. **Studies/Analysis/Survey Reports:** Prepare and submit the following documents to the 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 sub-consultants shall prepare and submit:

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

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

and shall include:

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 firm'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, AE&ES-FM
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 Number _____

Prime Consultant _____

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

No.	Name of Firm, Address	Type of Service	Principal Contact
—	_____	_____	_____
—	_____	_____	_____
—	_____	_____	_____
—	_____	_____	_____
—	_____	_____	_____
—	_____	_____	_____
—	_____	_____	_____
—	_____	_____	_____
—	_____	_____	_____
—	_____	_____	_____

For Prime Consultant:

Signature _____

Name _____

Title _____

For Milwaukee County
Department of Administrative Services
Facilities Management Division:

Approved (No's): _____

REJECTED/RESUBMIT
(No's): _____

Signature _____

Name _____

Title - Project Manager

Date _____

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

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date _____

Project Title _____

Project Number _____

Prime Consultant _____

This is to certify that I/We:

Name of Subconsultant

Address

Shall provide the following Subconsulting Services to the above named Prime Consultant:

Type of Services

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

For Subconsultant:

Signature

Name

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 Name: _____
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

