

MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES



REQUEST FOR PROPOSAL (R.F.P.)

Project Name: Planimetric Map Maintenance Services
Project No.: 1199-12003

Issue Date: September 18, 2012

Key Proposal Dates and Contact Information	
Contact Name	William Shaw
Contact Email	Bill.Shaw@milwncty.com
Phone	(414) 278-2176
Contact Fax	(414) 223-1366
Questions Due:	3:00 p.m. CST on October 5, 2012
Proposals Due:	2:00 p.m. CST on November 16, 2012
Evaluation of Proposals:	Completed by December 4, 2012
Contract Execution (anticipated):	January 31, 2013

Subject: Request for Proposal
Project: Planimetric Map Maintenance Services
1199-12003

THIS PAGE CONTAINS RFP UPDATE NOTIFICATIONS

REV #	DATE	PAGE REFERENCE	SECTION OR PART
1199-12003.1	10/12/2012	1	Key Proposal Dates and Contact Information
1199-12003.1	10/12/2012	3, 14,16,17	Proposal Submission Date References
1199-12003.2	10/22/2012	17, 20 APPENDIX C	AMMENDMENT 2

Subject: Request for Proposal
Project: Planimetric Map Maintenance Services
1199-12003

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
DIVISION OF ECONOMIC DEVELOPMENT (ECD)
2711 W WELLS ST.
MILWAUKEE, WI 53208

REQUEST FOR PROPOSAL – Milwaukee County Planimetric Map Maintenance

PROPOSAL SUBMISSION REQUIREMENTS

This RFP is issued on behalf of Milwaukee County DAS- ECD, which is the sole point of contact during the procurement process.

Sealed proposals for furnishing services as specified below will be received in the Office of DAS- ECD/MCAMLIS, 2711 W Wells St., 2nd Floor, Milwaukee, WI 53208 no later than 2:00 p.m. on: November 16, 2012

ALL PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

PROPOSAL SUBMISSION:

One (1) original and three (3) copies of the technical proposal, and **one original and one copy of the cost/financial proposal** are to be submitted in **SEPARATELY SEALED ENVELOPES** to the DAS- ECD/MCAMLIS no later than 2:00 p.m. **November 16, 2012**

The **two separate proposal envelopes** must be identified in the lower left corner as follows:

Milwaukee County Planimetric Map Maintenance Services – Technical Proposal, RFP 1199-12003 Opening Date: **November 16, 2012**

Milwaukee County Planimetric Map Maintenance Services – Cost Proposal, RFP 1199-12003 Opening Date: **November 16, 2012**

Any Proposal received in an envelope not properly and clearly marked as specified above may result in the proposal being rejected. **It is the vendor's responsibility to comply with the above in order to assure its consideration.**

FAX RESPONSES WILL NOT BE ACCEPTED – ALL FAXES RECEIVED WILL BE REJECTED.

All proposals received in response to this request will become the property of the County and will not be returned to the respondents.

A. CLARIFICATIONS – If additional information is needed to interpret the specifications/requirements, **WRITTEN QUESTIONS MUST BE RECEIVED NO LATER THAN THE TIME/DATE AND ADDRESS TO THE PERSON ON THE COVER PAGE.**

No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for their proposal at this time.

Additionally, the County prohibits communication initiated by the respondent to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision is made.

B. CONTENTS OF PROPOSAL – All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.

If an oral presentation/interview is required of the selected finalists, it shall be at the respondent's expense. However, **an award may be made without discussion with the respondents.** **Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.** Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

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C. NONCONFORMING TERMS AND CONDITIONS – A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as non-responsive. Milwaukee County reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

D. ALTERNATE PROPOSALS – An alternate proposal is viewed by the county as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same respondent, which differs in some degree from its prime proposal.

The County may consider or reject any or all alternate proposals submitted.

E. RESERVATIONS – This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. DAS-ECD reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of Milwaukee County to do so.

F. NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS – No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.

G. AMENDMENT OF PROPOSALS –

By County: Requests for Proposals may be amended by DAS-ECD in response to clarification, specifications and/or requirements changes, new opening date, etc. Amendments will be posted to the Milwaukee County Website, at: <http://www.county.milwaukee.gov/ConstructionBidsandR23075.htm> **It is the responsibility of the prospective vendors to check this website for any future amendments, questions, revisions, etc., prior to the opening date and return with the response. RFP's that do not return amendments may be rejected.**

By Vendor: Proposals may only be amended after receipt by DAS-ECD by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by DAS-ECD.

H. WITDRAWALS OF PROPOSALS – Proposals may be withdrawn only in total, and only by written request to DAS-ECD Division prior to the time and date scheduled for opening proposals.

I. OTHER CONSIDERATIONS – Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

J. RFP TABULATIONS – RFP Tabulations are available to the public after contract award, approximately 60-90 days from the date of opening. RFP Tabulations can be found at: <http://www.county.milwaukee.gov/ConstructionBidsandR23075.htm>



Milwaukee County

DEPARTMENT OF ADMINISTRATIVE SERVICES

October 22, 2012

To All Interested Consultants

Project: Planimetric Map Maintenance Services
Project No.: 1199-12003
Subject: REQUEST FOR PROPOSAL (R.F.P.)

The Milwaukee County Department of Administrative Services (DAS) is requesting proposals for professional services necessary to provide for the update of existing digital planimetric feature map database(s). The product(s) of this effort are expected to conform to National Map Accuracy Standards (NMAS) at a scale of one-inch equals one hundred feet (1" = 100') and must be directly compatible with existing ESRI GIS software.

I. BACKGROUND

Planimetric Feature Mapping within Milwaukee County was last compiled using spring 2004 and 2005 aerial photography. This mapping is now between 7 and 8 years old with the exception of the completion of 6 square miles comprising the Marquette Interchange and adjacent downtown areas using aerial photography acquired in 2008.

A countywide comprehensive aerial survey was completed in the spring of 2010 whereby two separate flights were conducted. Both flights produced 6" resolution digital aerial photography and resulted in the production of orthophotographic products that are [certified](#) to NMAS accuracy specifications at a scale of one-inch equals one hundred feet (1" = 100'). The product(s) of these flights combined with an updated digital elevation model (DEM) are described herein and are available to assist in the completion of the feature mapping updates.

A study "[Planimetric Change Detection Using Elevation Models & Vector-Based Comparisons](#)" was conducted through 2011 to assess areas containing [planimetric feature change](#) e.g., structures and transportation features throughout Milwaukee County. Image analysis techniques were employed in combination with the examination of land records documents to produce a compilation of areas subject to changes occurring between the previous feature mapping benchmark dates and the more recent images obtained in the spring of 2010. The study revealed that significant changes to planimetric features were evident in over 4,000 discrete areas representing approximately 17 square miles distributed throughout Milwaukee County. Planimetric change was detected in approximately 7.5% of the county's total land area. The locations of change detected will need to be completely re-mapped as included in the services provided under a contract award in response to this RFP.

II. GENERAL PROJECT DESCRIPTION

The project area for the County includes the entirety of Milwaukee County as shown on this [project area map](#). The area covers approximately 242 sq. miles of contiguous urbanized area located in Southeastern Wisconsin on the western shore of Lake Michigan. The project is further specified to include discrete areas depicted in this [exhibit map](#) whereby the vendor will be responsible for re-mapping specified planimetric features in a manner described herein. Vendor selection preference will be given to qualified vendors who can provide all of the listed product deliverables within the

time frame specified. Selection will be based on a combination of the overall quality of proposed services and individual deliverable unit pricing.

Note that all data products developed by the selected vendor as a result of the work performed under contract award(s) related to this RFP remain copyright protected by Milwaukee County.

III. SCOPE OF CONSULTANT SERVICES

It is anticipated that this project will include but is not limited to the following; however, vendors must identify all services, software and hardware required by the County to fully comply with the requirements of this RFP, notwithstanding errors or omissions in any of the requirements.

A. GENERAL

These products and specifications set forth the requirements of Milwaukee County for mapping services in the performance of maintenance of existing and newly identified digital planimetric features.

B. PHOTOGRAPHY

The Engineer shall perform work specified in SECTION III-G utilizing existing aerial photographic coverage, obtained in spring 2010 of all Milwaukee County, Wisconsin, an area of approximately 242 square miles in extent, as shown on the sketch map included [herein](#).

C. DIGITAL ORTHOPHOTOGRAPHY

Alternatively, the Engineer shall perform work specified in SECTION III-G utilizing existing six-inch gsd, digital orthophotography obtained in spring 2010 of Milwaukee County, Wisconsin, an area of approximately 242 square miles in extent, as shown on the sketch map [herein](#). The digital orthophotography images were prepared in such a manner as to be compatible with existing topographic/planimetric maps prepared to National Map Accuracy Standards for one-inch equals one hundred feet (1"= 100') scale mapping.

Digital orthophoto files - 100-foot scale, six-inch gsd digital color orthophoto files are referenced to the Wisconsin State Plane Coordinate System, South Zone, North American Datum of 1927, and are rendered in "GeoTIFF" raster format.

The native format of the digital orthophoto files are organized into "tiles" covering an area of 10,000 grid feet by 10,000 grid feet in size, yielding approximately 90 whole or partial, color, six-inch pixel, [digital orthophoto image files](#). Optional compressed file configurations are also available e.g., township and countywide.

D. DIGITAL ELEVATION AND TERRAIN PRODUCTS

As may be required the Engineer shall perform the work specified in SECTION III-G utilizing either of two forms of existing digital elevation and terrain products as described herein:

1. LiDAR (DEM)

Existing products certified in accordance with [2004 National Digital Elevation Program guidelines](#) for determining accuracy of LiDAR data for 1 ft. contours. All LiDAR derived digital elevation and terrain products were obtained in spring 2010 covering Milwaukee County, Wisconsin. LiDAR derived elevation contours and raster DEM are available for examination via instructions included [here](#).

2. Photogrammetric (DTM)

Existing photogrammetrically derived digital elevation and terrain products provided that such elevation and terrain products meet or exceed National Map Accuracy Standards for two-foot contour interval, one inch equals one hundred feet (1"= 100')

scale mapping and these products are updated to reflect elevation and terrain conditions in Milwaukee County in the spring of 2010.

E. DIGITAL TOPOGRAPHIC/PLANIMETRIC MAPPING

1. General

The Engineer shall perform the work specified in SECTION III-G utilizing existing digital topographic/planimetric feature classes maintained in ESRI Geodatabase format meeting National Map Accuracy Standards for one inch equals one hundred feet (1"= 100') scale mapping of Milwaukee County, Wisconsin. Existing topographic/planimetric data was compiled from aerial photography collected in spring of 2004, 2005 and 2008. The existing planimetric data meet the specification described in SECTION III-G for areas compiled respective to each specific flight location and date of capture. Instructions for accessing a sample file(s) of existing planimetric features, change polygons, metadata and companion 2010 Ortho-rectified imagery are included [here](#).

2. Existing Topographic/Planimetric Feature Class Data

The existing digital feature classes show correctly the following information:

- a. Hypsography by contour lines having a vertical interval of two feet. All contours are shown clear and sharp as smooth continuous solid lines except through structures. Every fifth contour is accentuated and numbered. Elevations of saddles, kettles, summits, high points of all crests and low points of all sags in existing roadways, all existing road intersections, and all bridge decks at both ends of the bridge are shown as determined photogrammetrically, except where field evaluation is referenced to the National Geodetic Vertical Datum of 1929 as established by the National Geodetic Survey.
- b. All planimetric details, such as pavements, curbs, paved sidewalks appurtenant to public streets, highways, and other public ways having a width of five feet or greater, driveways, trails, centerlines of railway tracks, power and telephone line poles and towers, buildings, fences, wooded areas, and other identifiable features on the photography, are shown in their correct positions and orientation within the tolerances of these specifications
- c. All hydrographic features, such as marshes, lakes, streams, watercourses, and drainage ditches, shall be shown in their correct positions and orientation within the tolerances of these specifications. Hydrographic features having a width of five feet or greater are shown by double lines.
- d. Lettering as furnished by Milwaukee County relative to the names of the salient geographic features. The names of all state and county trunk highways, public streets, and major streams and lakes are included as annotation class features in the digital Geodatabase files.

F. DIGITAL PLANIMETRIC DETECTED CHANGE LOCATIONS

1. General

The Engineer shall perform the work specified in SECTION III-G utilizing existing digital files describing the locations throughout Milwaukee County where planimetric change has been detected and update maintenance is required. The planimetric change locations are delineated within an ESRI Shapefile available for download [here](#). The engineer shall use these delineated areas to identify and update the planimetric features contained within the specified boundaries and locations contained therein.

2. Types of change detected

Two primary types of change has been detected:

- a. Changes to Primary/Addressable Structure(s)
 - Improved-to-Unimproved - 2004-2005 primary structure(s) razed by 2010; and
 - Unimproved-to-Improved – parcels undeveloped in 2004-2005, developed by 2010; and
 - Improved-to-Improved – changes in shape, size, or location of primary structure(s)
- b. Transportation-Related Change
 - Changes within rights-of-way, e.g.: Intersections, Interchanges, Sidewalks, Roadway alignments and Roadway widths and;
 - Changes within parcel boundaries, e.g.: Parking lots, Driveways and Private roadways

G. DIGITAL PLANIMETRIC MAPPING

1. General

The Engineer shall prepare planimetric updates to the existing digital planimetric feature classes in ESRI File Geodatabase format meeting National Map Accuracy Standards for Milwaukee County, Wisconsin. For the purpose of interpreting these standards within the context of the digital feature classes, the “publication scale” of these digital maps shall be one inch equals one hundred feet (1” = 100’). The area to be mapped, totaling approximately 17 square miles, is shown on the sketch map included [here](#). The Engineer shall prepare these updated features utilizing the aerial photography acquired in accordance with Section III-B & III-C and the digital elevation and terrain products provided in accordance with Section III-D.

The Engineer shall provide copies of the digital planimetric features to Milwaukee County for review and editing, and for field checking to determine compliance with the standards and specifications set forth herein. Upon completion of this review, Milwaukee County will advise the Engineer of any revisions needed to bring the digital planimetric features into full compliance with the applicable standards and specifications. The Engineer will revise the features requested and return the corrected features to Milwaukee County.

The Engineer shall furnish a letter of certification from the Professional Engineer or Registered Land Surveyor verifying that the updated digital planimetric features meet National Map Accuracy Standards.

2. Planimetric Feature Data to be updated

The digital features shall show correctly the following information:

- a. All planimetric details, such as pavements, curbs, paved sidewalks appurtenant to public streets, highways, and other public ways having a width of five feet or greater, driveways, trails, centerlines of railway tracks, power and telephone line poles and towers, buildings, fences, wooded areas, and other identifiable features on the photography, shall be shown in their correct positions and orientation within the tolerances of these specifications
- b. All hydrographic features, such as marshes, lakes, streams, watercourses, and drainage ditches, shall be shown in their correct positions and orientation within the tolerances of these specifications. Hydrographic features having a width of five feet or greater shall be shown by double lines.

- c. Such lettering as may be secured from “authoritative content” maps of the area or as may be furnished by Milwaukee County relative to the names of the salient geographic features. The names of all state and county trunk highways, public streets, and major streams and lakes shall be included in the updated digital planimetric annotation feature class data.

3. Digital Geodatabase Feature Class Organization and Specifications

The Engineer shall organize the digital features in such a manner as to enable the plotting of digital planimetric maps similar in appearance to the [planimetric feature maps](#) historically prepared for Milwaukee County

- a. The digital planimetric features shall be referenced to the Wisconsin State Plane Coordinate System, South Zone, North American Datum of 1927. The features shall be organized into two separate ESRI File Geodatabase folders. Each file folder will contain a complete set of feature classes with subtypes associated with each feature class. ESRI File Geodatabase naming conventions for the file folders containing the digital planimetric features shall be as follows:

File Geodatabase Name	Description
Topo_Planimetric_10_04_updates.gdb	Planimetric updates only
Topo_Planimetric_10_04_merged.gdb	Planimetric updates merged with original data

- b. The ESRI File Geodatabase digital features shall be organized in such a manner that data types e.g., points, lines, areas and text, can be selectively retrieved, manipulated, and displayed, either singly or in combination with other data types. The categories of data types within the file structure shall be as listed in Table 1 included [here](#). The table is made up of columns that describe the name and type of the features, as well as the graphic attributes such as level, color, weight, and line code assigned to the features.
- c. Point and line symbolization and lettering styles and sizes shall be established by the Engineer in such a manner that the maps plotted from the digital files will conform in appearance, insofar as is possible, maps historically prepared for Milwaukee County as in this example.
- d. The digital topographic feature classes in ESRI File Geodatabase format shall be prepared within a designated area allowing that all updates to features so contained reflect a seamless transition with surrounding features e.g., road alignments, street names, parking and driveway etc. and are further prepared with the following enhancements:

1. Hydrography Features

Water lines depicting double line open water features consistently greater than five feet in width such as lakes, ponds, and streams shall be topologically continuous and shall be capable of forming closed polygon features. Water lines depicting single line water features consistently less than five feet in width such as streams, watercourses, and drainage ditches shall be continuous, connected segments capable of forming a continuous hydrography network.

2. Transportation Features

The road features shall be created as the edge of pavement or roadway for

a paved or unpaved road. Paved road and unimproved road line segments that are broken or “clipped” for creation of openings for driveways shall be saved and uniquely identified in the digital planimetric feature classes. The combination of paved and unimproved road features and “clipped” paved and unimproved road line segments shall form a continuous, connected road edge without gaps or openings for driveways, and capable of forming a closed polygon feature.

3. Clipped Features

Certain features in the digital planimetric feature classes may require that portions of these line segments be trimmed or “clipped” for the placement of other line features or the placement of text. For example, road edges may be clipped for the creation of openings for driveways. As previously mentioned, all clipped features shall be saved and uniquely identified in the digital feature classes, such that the “clipped” segments can be used in combination with appropriate features to form closed polygon areas or continuous, connected line features. Examples of features that may necessitate the creation of “clipped” line segments include paved and unimproved roads.

4. Closeable Features

Selected features in the digital planimetric feature classes shall be created in such a way that they are closed and connected line segments and shall be amenable to the formation of closed polygons. For example, water lines and shorelines shall be connected such that they are capable of forming polygons for open water features. Similarly, paved and unimproved roads—with the addition of appropriate “clipped” line segments – shall be capable of forming closed polygon features. Refer to Table 1 [here](#) to identify features designated with a TYPE of “Line/Area” for a complete list.

- e. The Engineer shall collaborate with Milwaukee County to establish correct format and procedures for the transfer and delivery of the ESRI File Geodatabases. The Engineer shall also provide hard copy listing of the names of the files included on any delivered media.
- f. All computer software used by the Engineer in the preparation and transfer of the digital feature classes shall be capable of maintaining the full mathematical precision of the horizontal control survey information described under Section III.A, C.4, and H.2, of these contract specifications. This may require the use of computer software written in double precision.
- g. The Wisconsin State Plane Coordinate System, South Zone, shall be utilized as the coordinate system for the encoding of all File Geodatabase features class data elements.

4. Editing, Field checking, and Quality Assurance of the Digital Planimetric Feature classes

The following procedures shall be employed in the development of the final digital planimetric feature classes.

- a. The Engineer shall provide copies of the completed Geodatabases. Milwaukee County will prepare check plots in the form of planimetric maps. The check plots prepared by Milwaukee County shall include U.S. Public Land Survey System section and quarter-section corner and line features, including the eastings, northings, and elevations of each U.S. Public Land Survey System corner, as previously established as a component of the Milwaukee County Automated

Mapping and Land Information System. Each check plot shall cover one U.S. Public Land Survey System quarter section in the project area. The U.S. Public Land Survey System corners and their connecting lines, which have been established by ground surveys, shall constitute the higher order control system against which the digital planimetric features will be compared to determine the compliance of the digital maps with National Map accuracy Standards.

- b. Milwaukee County shall conduct office editing and field checking of the planimetric map check plots.
- c. Milwaukee County shall apply a line to area conversion utility to those features identified in Table 1 as having both line and area properties i.e., all features having a TYPE designation of "Line/Area" when combined with clipped line features must be able to form closed area polygons.
- d. At the conclusion of the review, Milwaukee County shall provide the annotated planimetric map check plots to the Engineer.
- e. The Engineer shall revise the digital feature classes to reflect the annotations shown on the planimetric map check plots.
- f. The Engineer shall provide the corrected digital features; together with the annotated check plots, to Milwaukee County.
- g. The digital topographic features shall be checked by Milwaukee County to determine compliance with the digital specifications.
- h. Should the digital planimetric features be found by Milwaukee County to meet all applicable specifications, Milwaukee County shall notify the Engineer of acceptance by Milwaukee County of the digital Geodatabase features.
- i. Should the digital planimetric features be found by Milwaukee County to require further revisions to comply with the specifications, Milwaukee County shall so notify the Engineer.
- j. The Engineer shall then follow the procedures noted in paragraphs e through g above as may be necessary to produce and deliver to Milwaukee County the final digital planimetric Geodatabase feature classes as set forth in paragraph e above.

H. PRECISION AND ACCURACY STANDARDS

1. The digital Geodatabases shall be prepared to meet National Map Accuracy Standards at the scale of one inch equals on hundred feet (1" = 100'), and a certificate to this effect shall be provided if requested by Milwaukee County.
2. Ninety percent of all well-defined planimetric features shall be plotted so that their position in the digital Geodatabase shall be accurate to within 1/30 of an inch of their true coordinate position and no point shall be more than 1/20 of an inch from its true position at the map scale specified herein.
3. The completed digital Geodatabase feature classes shall be field checked by Milwaukee County. The Engineer shall furnish instruments and assistance to Milwaukee County for such field checking. The field measurements shall be compared against the map data, and any feature classes that do not conform to national Map Accuracy Standards and the requirements of these specifications shall be corrected by the Engineer to fully meet the specified accuracy.

IV. SCHEDULE

Describe, first in summary, then in detail, the project plan recommended by your firm to insure timely data delivery within six(6) months of final contract execution. This plan should highlight all milestones and deliverables.

V. INTEGRATION/INTERFACE REQUIREMENTS

Contractor must provide all integration and interface software and/or services necessary to assure the proposed data is compatible with ESRI ArcGIS File Geodatabase format.

VI. GENERAL REQUIREMENTS

- A. For work that is to be performed at the Milwaukee County systems facility locations, the County can provide office space and workstations (PC's). Normal working hours are 8:00 a.m. – 4:30 p.m. Monday – Friday.
- B. Payment terms will be negotiated and tied to specific deliverables with a minimum of 5% retained until Milwaukee County has accepted the final deliverables. Payment will be made within thirty days after receipt of a properly documented invoice.
- C. All subcontractors must be identified in the proposal response. If Sub-Contractors are used, Milwaukee County will consider the proposing contractor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such sub-contractor arrangements. The Prime Contractor will be fully responsible for the actions, errors, and omissions of the sub-contractor. The successful bidder shall cause appropriate provisions of its proposal to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.
- D. The successful professional service provider shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. **This project has a DBE participation goal of 15% of the total contract amount.** Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26, which provides guidance regarding GFE). For a list of Milwaukee County certified DBEs, go to <http://www.county.milwaukee.gov/IntergovernmentalRel12281.htm> and do a DBE search. For additional assistance, contact the Community Development Business Partners (CDBP) at (414) 278-5248.
- E. The County shall be entitled to request the removal of individuals working on this project for any of the following grounds, provided such request be in writing and shall specify the reasons for the County's dissatisfaction: (i) unsatisfactory performance that causes

* 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 Milwaukee County under CFR 49 Part 26.

negative operational impact at the County or causes the County to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with County staff; or (iv) violation of County rules or policies. Upon such written request, the County and CONTRACTOR shall decide on a course of action to cure any such problems, or policy violations as in (iv). In the event CONTRACTOR does not cure the problem within seven (7) days from the date of notice, CONTRACTOR shall remove such person and shall promptly provide a qualified replacement. The County will be liable for payment of services only up to the time of dismissal and provided then only if services rendered meet the minimum requirements of the County.

- F. The vendor is responsible for ensuring that any substitute personnel have comparable skills and experience. The County reserves the right to interview substitute personnel prior to commencement of activity on the project.
- G. Contractor and Milwaukee County agree not to offer, promise or engage in employment with Contractor or County personnel and/or contractors from the staff of other contractors for a period of six (6) months from the completion of the assignment and/or during the time that the assignment is in progress.
- H. The successful consultant must be an Equal Opportunity Employer.
- I. 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 and the pre-submission meeting minutes (if issued) are the only official method through which interpretation, clarification or additional information will be given.
- J. All costs for preparing a proposal, attending the selection interview if required, or supplying additional information requested by Milwaukee County, are the sole responsibility of the submitting party. Material submitted will not be returned.
- K. 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/her immediate family, and no County Officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby."
- L. Contractor during the period of this agreement shall not hire, retain or use for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest.
- M. For a period up to three years after completion of the Agreement, Consultant shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Consultant related to this Agreement. Consultant must obtain prior written Milwaukee County approval for all subcontractors and/or associates to be used in performing any of the obligations described in this Agreement. There must be a written contractual agreement between the Prime Consultant and its County-approved subcontractors and/or associates, which binds the subcontractor to the same audit Agreement terms and conditions as the Prime Consultant.
- N. Consultant shall 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 coverages 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.

The Consultant shall provide evidence of the following coverage and minimum amounts:

Type of Coverage	Minimum Limits
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Wisconsin Worker's Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability & Disease	\$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage to include personal injury, fire, legal, products and complete operations	\$1,000,000 per Occurrence (name the Milwaukee County as an Additional Insured in the general liability policy by endorsement) \$1,000,000 Aggregate
Automobile Liability	(name Milwaukee County as an Additional Insured in the automobile policy by endorsement)
Bodily Injury & Property Damage (all Autos- Owned, Non-owned and/or hired)	\$1,000,000 per Accident
Uninsured Motorists	Per Wisconsin Requirements

Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, Milwaukee County shall be named as an Additional Insured in the general liability policy as its interests may appear as respects the services provided in this agreement. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Afford Milwaukee County a thirty-day (30) written notice of cancellation or non-renewal.

Coverage insurance specified above shall be placed with an "A" rated carrier per Best's Key Rating Guide approved to do business in the State of Wisconsin. Submit deviations or waiver of required coverage in writing to Milwaukee County's Risk manager for approval as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.

VII. STANDARDS OF PERFORMANCE AND ACCEPTANCE

Deliverables for Milwaukee County Planimetric Map Maintenance data must meet the minimum specifications included within the SECTION III: SCOPE OF CONSULTANT SERVICES.

VIII. REQUEST FOR PROPOSAL PROCESS

Technical Proposal Format

In order for an evaluation committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals must be submitted according to the following format. The proposals should be double sided. The proposal should be prepared simply and economically, providing straightforward and concise information as requested. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

Milwaukee County reserves the right to reject any proposal not properly formatted. Vendors proposing shall be required to submit (1) original unbound, clearly marked and identified as such, and three (3) copies of their proposal no later than 2:00 P.M. on Monday, November 16, 2012 to:

DAS – ECD/MCAMLIS
Attn: William Shaw, Project Manager
City Campus
2711 W. Wells Street, 2nd Floor
Milwaukee Wisconsin 53208

Proposals should be identified in the lower left corner as follows:

Milwaukee County Planimetric Map Maintenance – Technical Proposal, RFP 1199-12003 Opening Date: November 16, 2012 (the Technical Proposal *must not* contain any cost information).

Each copy of the response shall be separate and apart from other copies, bound (with the exception of the original) and identified in such a manner as to specifically identify the entire response as a complete entity.

The format is presented below along with the minimum information that should be contained in each section. Each section should be clearly identified and contain all of the information necessary to meet the minimum information required without reference to any other part of the proposal. **The responses should emphasize services and experiences that most closely match those requested by Milwaukee County.** While the vendor should provide enough information to fully respond to each section, proposals should be as concise as possible.

Responsiveness will be measured by the vendor's response to the requirements in each paragraph to this RFP. Merely "parroting" back the RFP requirements may deem the response as non-responsive, except in those cases where a simple yes or no response is applicable. The vendor's response must demonstrate an understanding of the requirements. This might be done by providing what was asked for, or citing how the vendor achieved the requirements through its normal business practices.

Transmittal Letter: Include a cover letter summarizing your understanding of the RFP. Indicate who will be the respondent's authorized representative; give name, title, address, e-mail address, phone and fax. The person identified shall be empowered to make binding commitments for the respondent.

Tab 1. Furnish information on your firm, including such information as size of the firm, lines of business, management and technical expertise, financial position, and years in business. Also describe any unique approaches or techniques developed and used by the firm that would give it an advantage in this engagement. **Financial viability of the firm will be a factor when determining the final award.**

Note: The following information shall be provided to Milwaukee County, within five (5) days of request.

1. Formal certification on respondent's stationary signed by the owner or authorized officer of the company indicating the proposing firm has not filed for bankruptcy in any form, nor is there any current intention of filing any type of bankruptcy proceedings. In the event a respondent has or is considering filing bankruptcy of any type, provide a written explanation of such filing, complete with history and current status.
2. The selected Consultant may be required to submit audited or sworn to accuracy financial statements for the respondent's last two (2) fiscal years within five (5) days of said request. Please state in your proposal response if your company can or cannot provide this information.

Tab 2. Describe your experience and involvement in at least three similar installations. Provide at least 3 business references that can attest to your ability to provide the skills and services proposed. Please provide the name of each referenced firm, contact person, telephone number, fax number, e-mail address, project description including the system(s) installed, number of users and approximate beginning and ending dates of your involvement for these references.

Tab 3. Provide information on your personnel, including any sub-consultant(s) handling this project listing pertinent experience and technical specifications. The format of individual resumes for key personnel should be as follows:

Subject: Request for Proposal
Project: Planimetric Map Maintenance Services
1199-12003

- a. Name and position title
- b. Total years experience with current firm and others
- c. Education (degree, major, institution, year)
- d. Summary of pertinent experience and qualifications
- e. Identify the number of installations involved in or completed by the personnel who will be involved with the Milwaukee County project.

In addition, the hourly rate for each individual should be listed in the Cost Proposal only.

Tab 4. Respond in detail to the *Part III: SCOPE OF CONSULTANT SERVICES*.

Tab 5. Respond in detail to *Part IV: SCHEDULE*. Describe, first in summary, then in detail, the project plan recommended by your firm to insure timely Planimetric feature data delivery. This plan should highlight all milestones and deliverables included for each class of image data.

Tab 6. Describe your firm's response to the list of general requirements. (Reference *Part VI: GENERAL REQUIREMENTS*) including but not limited to specific attention to Item D.

Tab 7. Indicate any exceptions you are taking to the terms and conditions, contractual and other requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the respondent. Vendor's wholly substituting their agreement will not be considered by Milwaukee County.

Tab 8. Indicate any exceptions you are taking to the terms and conditions, contractual and other requirements defined in the Appendix B pertaining to the:

**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
ECONOMIC DEVELOPMENT DIVISION
STIPULATED SUM (LUMP SUM) STANDARD
PRIME CONSULTANT AGREEMENT**

FOR

PROFESSIONAL SERVICES

(Type "D" Agreement for Studies, Analysis and Reports).

If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the respondent. Vendor's wholly substituting their agreement will not be considered by Milwaukee County.

Cost Proposal Format

Complete and submit the cost proposal documents and attach them to the signature page. One (1) original (identified as such) and one (1) copy of the cost proposal, along with the signature page and any signed amendments issued in conjunction with the RFP, must be submitted in a sealed envelope separate from the Technical Proposal no later than 2:00 p.m. CST on November 16, 2012 to:

**DAS – ECD/MCAMLIS
Attn: William Shaw, Project Manager
City Campus**

Subject: Request for Proposal
Project: Planimetric Map Maintenance Services
1199-12003

**2711 W. Wells Street, 2nd Floor
Milwaukee Wisconsin 53208**

The proposal must be identified in the lower left corner as follows:

**Milwaukee County Planimetric Map Maintenance – Cost Proposal, RFP 1199-12003
Opening Date: November 16, 2012**

REIMBURSABLES, UNDEFINED OR ADD-ON COSTS SUCH AS TRAVEL, POSTAGE, TELEPHONE CALL, ETC. ARE NOT ACCEPTABLE AND MUST BE INCLUDED IN THE FIXED FEES REQUESTED AS PART OF THIS PROPOSAL.

Pricing is requested in the following categories:

1. Scope of Consultant Services
2. Other Costs; i.e., long term licensing, etc. if applicable

Vendors are to provide a firm fixed fee for each of these categories, with a delineation of the components included in your pricing. Please do NOT use “TBD” (to be determined) or similar annotations in cost details in your response.

Vendors are required to submit price/cost data in the format provided. Vendors are responsible for the mathematical accuracy of the data submitted.

IX. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below. Award will be made to the responsive, responsible vendor who complies with the requirements and scores the highest total on the evaluation criteria as it pertains to the overall needs of Milwaukee County.

Evaluation Criteria:

Experience of Firm in related projects, including unique approaches/techniques	20%
Response to Overall Scope of Work	55%
Cost	25%

X. PROPOSAL DATES

Questions Due:	3:00 p.m. CST October 5, 2012
Amendment Issued:	No later than Close of Business on October 12, 2012 with later amendments posted no later than October 19, 2012
Proposals Due:	2:00 p.m. CST on November 16, 2012
Evaluation of Proposals:	Completed by December 4, 2012
Contract Execution (anticipated):	January 31, 2013

Appendices:

- A. Cost Proposal/Signature Page Form (1 page)
- B. STIPULATED SUM (LUMP SUM) STANDARD PRIME CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Subject: Request for Proposal
Project: Planimetric Map Maintenance Services
1199-12003

C. Amendment No.2: Questons And Answers

Subject: Request for Proposal
Project: Planimetric Map Maintenance Services
1199-12003

**APPENDIX A
Cost Proposal/Signature Page**

**Request For Proposal Milwaukee County Planimetric Map Maintenance
Project No. 1199-12003**

The submission of a proposal shall be considered as a representation that the respondent has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the respondent will be considered as a respondent's offer to enter into a contract in accordance with the provisions herein set forth.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Contractor's technical and price proposals and any other written offers/clarifications made by the Contractor and accepted by the County, will be incorporated into the entire contract between the County and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto.

Acceptance will take place only upon award by the Department of Administrative Services, execution of this document by the proper County officials, and delivery of the fully executed contract to the Contractor. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful vendor. The contract may be amended only by written agreement by the Contractor and Milwaukee County.

ATTACH YOUR COST PROPOSAL DOCUMENTS TO THIS FORM AND RETURN THE ORIGINAL AND ONE COPY IN ACCORDANCE WITH THE INSTRUCTIONS AS NOTED IN THE RFP.

Contractor (to be signed by the person authorized to legally bind your firm to this contract)

All proposal conditions and prices submitted shall remain firm for 270 calendar days following opening.

Respondent's Firm _____ Ph No. () _____

Address: _____ Fax No. () _____

City, State & Zip: _____ Email: _____

By: _____ Name: _____

(Manual Signature Required)

(Typed or Printed)

Title: _____ Date: _____

Witness: _____ Name: _____

(Witness to Respondent's Authorized Signature)

(Witness Typed or Printed)

Title: _____ Date: _____

Subject: Request for Proposal
Project: Planimetric Map Maintenance Services
1199-12001

APPENDIX B

STIPULATED SUM (LUMP SUM) STANDARD
PRIME CONSULTANT AGREEMENT

FOR

PROFESSIONAL SERVICES

MILWAUKEE COUNTY

**DEPARTMENT OF ADMINISTRATIVE SERVICES
ECONOMIC DEVELOPMENT DIVISION**

STIPULATED SUM (LUMP SUM) STANDARD

PRIME CONSULTANT AGREEMENT

FOR

PROFESSIONAL SERVICES

(Type "D" Agreement
for Studies, Analysis and Reports)

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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THIS AGREEMENT, entered into this _____ day of _____ 20____,

between MILWAUKEE COUNTY, hereinafter designated as MILWAUKEE COUNTY or OWNER, and

_____ hereinafter designated as CONSULTANT is subject to the following conditions.

1. GENERAL CONSULTANT

1.1 The Consultant shall provide Professional Consulting 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 designated principal.

2. PROJECT SCOPE

2.1 Work within scope of this Agreement shall include the attached scope of work on a Lump Sum Not-To-Exceed and Reimbursable Expense Basis as outlined in this Agreement.

2.1.1 The work as described by the "Scope of Project", accompanying the Request for Proposal; (Attachment A).

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	_____	_____
.8	_____	_____

3. BASIC SERVICES

Services shall be furnished by the Consultant for performance of the following as may be requested in the Request for Proposal and the "Scope of Project". BASIC SERVICES shall include all work described herein except as more specifically described, required, added, or modified by the Request for Proposal, Scope of Project and Addenda.

3.1 General Consultant Services

Consultant services applicable to the above phases include:

3.1.1 Conferences with Owner, Users, Prime Contractors and sub-contractors 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 Owner for the construction of the Project and Consultant Fee shall be considered as absolute. The Consultant shall advise Owner in writing:

- .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 completion of the study 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.

3.2 Performance Time

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

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

Schedule shall show each phase of 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 2.1.2.

3.3 Record Documents

Consultant shall provide documentation as specified in the scope of services.

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 subconsultants under this Agreement.
- .2 Be compensated for the cost of 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 Form "I-1".
- .2 Within five (5) days of the above approval, subconsultant shall execute Attachment Form "J-1" 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 subconsultant firms shall also complete Attachment Form "B-1" (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.

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-1").

Services described in this Article are not included in Basic Services, and shall be paid by Owner in addition to compensation for Basic Services. The services described under Paragraph 3.11 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 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.

3.5.2 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 Basic Services Compensation Total for the project by 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-1. (By Consultant and Subconsultants)

On Attachment Form "B-1" list staff by name, including clerical staff, which 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 (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 (Attachment B-2 of 2) their proposed rate, for the fiscal year, with identification of the accounting method used and certification that the proposed rate contains only those indirect costs proper and appropriate for the

type of professional services sought by this Agreement. It is understood and agreed that no direct charge will be made for labor or expenses included in the overhead factor.

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

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

For personnel changes during the term of this Agreement submit a new Form "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 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 Section 3.5 above 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: Forms D-1 & 2 for "Basic Services Compensation" and Forms D-1, 2 and 3 for approved "Additional Services". (See Attachment "D"). All costs submitted on these Forms 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 Forms D-1, D-2 & D-3, all other supporting documentation shall not be submitted but shall be clearly identified and readily accessible as specified herein under Article 8., AUDIT AND INSPECTION OF RECORDS.

5.1.1 Bill each individual Annual project or requested service separately following the format of Owner's Forms D-1, D-2 and/or 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 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 Milwaukee County to the Consultant that the obligations under this Agreement have been completed, the Consultant shall within 30 calendar days submit for payment a final invoice for any remaining unpaid charges. Should the Consultant fail to respond within the 30 days, the County will assume no additional charges have been incurred. The County will transmit to the 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 the most recent edition of Article 6 of AIA Document B901, Part 1, (1996 edition, not bound herein) Dispute Resolution – Mediation and Arbitration or in a court of law.

7. CONSULTANT'S RESPONSIBILITY

7.1 Insurance & Proof of Financial Responsibility for Claims

Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort as respect damage to persons or property and third parties in such coverage and amounts as required and approved by the County Risk Manager. Furnish acceptable proof of such coverage to the County Risk Manager prior to services commenced under this Agreement.

7.1.2 Provide evidence of the following coverage and minimum amounts.

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation	Statutory
Employers Liability & Disease	\$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage to include personal injury, fire, legal, products and complete operations	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Contractual Liability	
Professional Liability	
Errors & Omissions	\$2,000,000 Per Occurrence
Refer to paragraph 7.2 for additional conditions	
Environmental Impairment Insurance	\$1,000,000 Aggregate (Unless not required)
Automobile Liability	
Bodily Injury & Property Damage	
All Autos	\$1,000,000 Per Accident

Note: Consultants performing work on the secured airside 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 Liability 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.

7.1.3.1 Place insurance specified above with 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.

7.1.4 Submit certificate of insurance for review to Owner for each successive period of coverage for duration of this Agreement.

7.1.5 Required certificates 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.

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 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.

8.4 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 The authorized representative of Owner and of other governmental agencies to whom Owner may be responsive shall have access for the purpose of making audits, examinations, excerpts, and transcriptions of books, documents, papers, accounting records, time sheets, and other evidence pertaining to costs incurred and relating to Consultant's performance under this Agreement. Such materials shall be available at reasonable times during the Agreement period and for a period of three (3) years from the date of final payment under this Agreement.

10. OWNERSHIP OF DOCUMENTS

10.1 Upon completion of the Project, Consultant shall provide reproducible copies of drawings, specifications, calculations, reports and other documents for this project prepared by Consultant to Owner which will become the property of the Owner.

10.2 If Consultant's services are terminated prior to completion of the Project, Owner will indemnify and hold Consultant and Consultant's subconsultants harmless for costs or claims for damages arising out of use the of incomplete documents, interpretation, revision, alteration, or omission to the documents which are not made by Consultant or subconsultants. Should Owner reuse documents, created by Consultant, the seals and certifications of Consultant and subconsultants shall be invalid, shall not be used and shall be deleted and Owner will indemnify and hold Consultant and Consultant's subconsultants harmless for cost or claims for damages arising out of the reuse of the documents.

11. EQUAL EMPLOYMENT OPPORTUNITY

11.1 In accordance with Section 56.17 of the Milwaukee County 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 12.1 All bidders/proposers shall comply with CFR 49, Parts 23 and 26, and Chapter 42 of the Milwaukee County Ordinances, which require all bidders/proposers to show Good Faith Efforts (GFE) toward achieving the assigned Disadvantaged Business Enterprise (DBE*) goal on all Milwaukee County contracts with a DBE goal. In accordance with Milwaukee County policies and USDOT requirements, the contractor/consultant shall ensure that DBEs have an opportunity to participate on this contract.
- 12.2 **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

- 12.3 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 good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation, which will include a signed and notarized **Commitment to Contract with DBE (DBE-14)** form 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.
- 12.4 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.

* 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.

12.5 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 good faith efforts to meet the DBE participation contract goal. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).

12.6 In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal. A request for administrative reconsideration must be sent within three (3) days of receiving written notice of the failure to meet the GFE requirement. The request should be sent to:

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

12.7 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***.

12.8 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.

12.9 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

12.10 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 (9), below.

12.11 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.

12.12 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.

12.13 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.

12.14 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.

12.15 **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.

12.16 **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.

12.17 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

13. TERMINATION OF AGREEMENT

13.1 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.

13.2 This Agreement may be terminated by Owner upon seven days' written notice to Consultant if the Project is abandoned, funding is withdrawn or reduced, or for other sufficient causes.

13.3 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.

13.4 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.

13.5 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.

14. 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.

15. APPLICABLE LAW

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

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.

PROHIBITED PRACTICES

A. 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.

B. 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."

16. EXTENT OF AGREEMENT

16.1 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.

16.2 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

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, ECONOMIC DEVELOPMENT 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.

FEES PAID TO APPROVING AUTHORITIES

Milwaukee County will reimburse the cost of fees paid for securing the approval of authorities having jurisdiction over the project. Consultants should plan for this expense in advance, because cutting 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, Economic Development 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
Economic Development Division:

Consultant

Signature

Signature

Title

Date

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

CONSULTANT: _____

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, ECONOMIC DEVELOPMENT 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
 Economic Development Division:

 Consultant

 Signature

 Signature

 Title

 Date

COMMITMENT TO CONTRACT WITH DBE

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT \$ _____

DBE Goal: _____

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

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

Bidder/Proposer Commitment

I certify that the DBE firm listed quoted the identified service(s) and cost(s), and acknowledge having contact, and receipt of confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No. _____) intends to enter into contract with the DBE firm listed, for the service(s) and amount(s) specified if awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice to Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative

Name & Title of Authorized Representative

Date

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

Signature of Notary Public

State of _____. My Commission expires _____.

[SEAL]

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

DBE Affirmation

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

Signature of Authorized DBE Representative

Name & Title of Authorized DBE Representative

Date

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

Total % _____

CBDP APPROVAL:

Signature

Date

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.
2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
3. **ALLOWANCES:** During the course of this project you will be using portions of the allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount should remain the same. In this case, it is necessary for the prime contractor/consultant to contact CBDP immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
4. **CHANGE ORDERS:** Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, etc., is required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor/consultant is required to contact CBDP.
5. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice To Proceed. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.***
6. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). **Approval must be obtained from CBDP prior to making any substitutions.** DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
7. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
8. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. **Payments will be withheld from all prime contractors/consultants not in compliance.**

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

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

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 _____, 200__.

***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 _____, 200__

(Prime Contractor's Signature)

(Print Name & Title)

(DBE Subcontractor Signature)

(Print Name & Title)

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, ECONOMIC DEVELOPMENT 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, Economic Development Division staff will enter schedule and control information on ECONOMIC DEVELOPMENT Division's contract management information system. Prime Consultant shall provide scheduling information requested by Economic Development 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 Economic Development 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 Economic Development 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 ECONOMIC DEVELOPMENT 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, ECONOMIC DEVELOPMENT 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:

For Milwaukee County
 Department of Administrative Services
 Economic Development Division:

Approved (No's): _____

 Signature

REJECTED/RESUBMIT
 (No's): _____

 Name

 Signature

 Title

 Name

 Title - Project Manager

 Date

**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, ECONOMIC DEVELOPMENT 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
ECONOMIC DEVELOPMENT 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 ECONOMIC DEVELOPMENT 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 Costs
- D. Project Documents/Plans and Services
- E. Written recommendation as to Substantial Completion and final acceptance of the project (Sec. 3.6.2, 5.4.1.1)
- G. Final updated cost loaded schedule (Attachment "G-1")
- I. Operation and maintenance manuals and data (Consultant Approved)
- 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
ECONOMIC DEVELOPMENT 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

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

FOR: MILWAUKEE COUNTY

BY CONSULTANT

Patrick Farley, Director Date
Department of Administrative Services

Consulting Firm's Name

Date

Brian Taffora, Director Date

Title

Economic Development Division, DAS

Signature

Witnessed by

REVIEWED AS TO INSURANCE REQUIREMENTS

Risk Manager Date

If Principal is a Corporation
IMPRINT CORPORATE SEAL

**REVIEWED AS TO DISADVANTAGED
BUSINESS ENTERPRISE REQUIREMENTS**

Approved with regards
to County Ordinance Chapter 42

Freida Webb Date
Community Business Development Partners

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

Kimberly Walker Date
Corporation Counsel

CB File No. _____

Subject: Request for Proposal
Project: Planimetric Map Maintenance Services
1199-12001

APPENDIX C

AMMENDMENT 2: QUESTIONS AND ANSWERS



Amendment No.2

October 22, 2012

Milwaukee County

Department of Administrative Services

October 22, 2012

Amendment No.2

RFP No. 1199-12003
Planimetric Map Maintenance Services
Due Date: 11/16/2012 @ 2pm CST

Notice to Proposers:

A Request for proposal was provided to you. Please note the following:

- Q1. Is outsourcing of a portion of the scope of work described in the RFP allowed so long as the subcontractor is described in detail in the proposal?
- Sub Contracting and/or Outsourcing is allowed especially as this may enhance DBE participation. The Prime contractor is required to be otherwise able to conduct business in the United States.
- Q2. Under II, Item G,3.d, the verbiages states " shall be prepared within a designated area allowing that all updates to features so contained reflect a seamless transition with surrounding features". Does this mean the polygons defined by your office are precise and will be the areas deleted from the existing files and remapped in their entirety?
- In many cases the features contained within the delineated areas will remain the same and only some will need to be remapped. This depends on what and how much has changed. Our analysis identified structure and transportation as critical indicators of change. Adjacent and /or related features are subject to change e.g., utilities, fences, parking and driveways etc. need to be remapped if these are changed. Ultimately it's up to the contractor to determine the most efficient way to re-map the specified area in a manor that reflects current conditions of all defined planimetric features.
- Q3. Who are the interested bidders for this opportunity?
- An interested bidders list is not available at this time. The County will not accept Bid proposals until bid closing on the date specified in the RFP.
- Q4. What budget has been allocated for this project?
- A maximum budget of \$125,000 has been allocated for this project
- Q5. Who has won the last similar project and what was the winning price?
- In 2009 Aerometric completed 10.6 square miles of Planimetric and Topographic mapping for a cost of \$51,519. This contract was not bid competitively and differs from the RFP today in that the area mapped was primarily contiguous and the project included acquisition of aerial and elevation update in addition to planimetric feature update.
- Q6. Who were the top bidders last time?
- The contract was not bid competitively and was procured through a letter agreement between Milwaukee County and the Regional Planning Commission who contracted with Aerometric via sole source procurement practices in place at the RPC.

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October 22, 2012

- Q7. Is the total area for this project 17 square mile?
- Yes
- Q8. To capture the latest information, is aerial surveying required?
- No
- Q9. Can you clarify which date the questions are due?
- Questions were due in writing no later than 10/5/2012
- Q10. What type of aerial camera system was used to acquire the source imagery and in what form will the source imagery be provided?
- Two separate flights are available to perform this work:
- [Pictometry Pentaview System](#), Images available in TIFF format, and/or
 - Digital Mapping Camera (DMC). Images available in .TIFF format
- Q11. Will the source imagery be provided in a triangulated form supporting the update mapping or will the imagery need to be triangulated before being used?
- The Pentaview imagery has been triangulated for purposes of orthorectification
 - No triangulation is available for the DMC images. This would need to be prepared
- Q12. Is actual lidar data (in LAS) available to the contractor?
- Yes
- Q13. In performing the line to area conversion operation specified in Section III-G 4C, will the County use ALL the LINE/AREA layers + clipped lines, or a subset of layers (for example, using TRANSPORTATION layers only to form transportation polygons)?
- Conversion operations will be performed using All the Line/Area feature linework + clipped lines. Redundant linework where features share a common edge is not required and would not meet the deliverable specification.
- Q14. Is the contractor responsible for updating any changes that are outside the change detection boundaries? What about changes that cross the boundary?
- Discontinuity between new and existing features outside the change areas need to be reconciled to preserve overall feature topology. Our analysis of the change areas has minimized overlap by considering each area discretely through visual inspection. Where indicated the area was expanded to an appropriate size where change was evident such that most if not all discontinuity is included within the change area.
- Q15. In the proposal, the County offers alternative method of updating using ortho imagery. Since the elevation information in the geometry was preserved in the sample data, does the County weigh more preferably to photogrammetrically collecting/updating method (and thus preserving your data in 3D)?
- The existing planimetric data was collected using 3D photogrammetric methods. Although this data is stored in PolylineZ and PointZ formats the underlining Z values are nominally stored as 100' and do not reflect their true elevation. While photogrammetric methods have been used in the past other methods of collection may be considered if all accuracy requirements are met, verified and can be certified in writing by the Engineer to meet National Map Accuracy Standards for the scales and precision specified in the RFP.

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October 22, 2012

- Q16. Other than the layer related fields (layer, level description, subtype and subtypename), do any of the other existing fields (as provided in the sample) need to be maintained particularly "Handle" and "Entity" fields?
- "Handle" and "Entity" fields do not need to be maintained. They are artifacts of an earlier compilation using Microstation and are no longer required.
- Q17. Line geometry as well as data schema provided in sample file is different from that on GIS Server. For example, the server version has "Clipped Paved Road Line" as mentioned in the RFP, but there was no such feature in the sample. Which version of data will the contractor be updating?
- The contents of the data that will be available to the contractor will include the features described [here](#).
- Q18. When reviewing the sample planimetric data together with the accompanying ortho, it looks like the mapping data within the change polygons are already updated. But the same areas in the GIS Server version was not updated. Can you give us a brief explanation on each set of the data in relation to each other?
- The correct example data is now available on the [FTP site](#). The GIS Server and the example data are now the same.
- Q19. Can you please clarify the correct due date for Questions. Page 1 states that questions are Due Oct. 5, however Page 17 says they are due Sept. 28.
- Refer to Q9
- Q20. In section one, two separate 2010 flights to acquire aerial photography are described which were used to create 6" GSD orthophotography. Was stereo imagery acquired with these flights or was the non-stereo photography simply used to create orthophotography?
- Refer to Q15
- Q21. Will updates to existing and new mapping be conducted from this stereo aerial photography or will it all be done in 2D directly from the orthophotography?
- Refer to Q15
- Q22. In section E.1 you indicate an ESRI geodatabase exists that meets NMAS for 100-scale mapping. Do these data sets meet NMAS in both horizontal and vertical dimensions?
- Horizontal only
- Q23. In section E.2, were the existing features described digitized as 3D features (where every vertex has X,Y, and Z coordinates) or simply 2D?
- Refer to Q15
- Q24. Can you confirm that you require the Engineer to update existing mapping ONLY in the areas of change that have been indicated in the included shapefile, or will the Engineer need to determine throughout the entire area what features need to be updated or newly digitized?
- Refer to Q14
- Q25. In section G.1, it is indicated that planimetric updates be made to existing planimetric features. Are the updates required to be 3D or 2D? Were those features originally digitized as 3D features or digitized in 2D?
- Refer to Q15
- Q26. In Section G.1 you indicate that a "Professional Engineer" with a letter of certification verify all mapping updates. Can this engineer be an "ASPRS Certified Photogrammetrist" or must this engineer have other type(s) of certifications? Will a GIS-P certification suffice?

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- The Engineer must be a certified Photogrammetrist or Land Surveyor
- Q27. Are there any restrictions to using offshore labor with this project?
- Refer to Q1
- Q28. In section H.1 it is indicated that all mapping must meet NMAS for 100-scale mapping and 90% of all well-defined features be within 1/30th of an inch. No vertical accuracy specification is indicated. Will all digitizing be completed in 2D (horizontal) only?
- Refer to Q15
- Q29. In section X (p17) pricing is requested stating a "firm fixed fee for each of these categories" referring to two very broad categories. Can you give more granular description of how you want pricing broken out? This may be important so you are able to compare different proposals.
- Provide unit measures that illustrate how you structure total cost. This will aid us in discerning what emphasis and effort is being provided and will allow us to better assess the final deliverable costs in each proposal.
 - Refer to Q33 regarding unit costs related to Field Survey.
- Q30. Who provided the services to the county in 2010 for obtaining the ortho photos, DEM and LIDAR data?
- Pictometry International Inc.
- Q31. Can one vendor get onto multiple proposals as a sub?
- Yes, to the extent that each proposal is mutually exclusive and does not depend on each other to complete the award.
- Q32. Is the work to be performed on site at county facilities? If it can be done offsite, does that need to be performed within US?
- Refer to Q1
- Q33. Page 8 Section III- G.1: RFP requires the vendors to obtain certification from professional engineer or registered land surveyor. Does the county have a list of preferred engineers / surveyors? Is the vendor expected to pay for that service or does the county will pay for that?
- Engineer and/or Surveyor costs are to be included in the proposal. The county will not pay for these. There is no list of preferred surveyors although there are many capable surveying firms in the area including DBE certified companies listed on the DBE links included with the RFP.
 - Milwaukee County will select up to 100 structure and transportation features that are subject to change and therefore remapped. Field verification will include well-defined corners of buildings and/or pavement intersections. The Engineer must include a unit cost to survey each position. The cost will include a survey crew and equipment. Milwaukee County will consider this cost as part of final contract negotiations.
- Q34. Are only items that were identified using the change detection process to be updated, or is the contractor expected to verify that there are no additional updates required outside of the change detection polygons?
- Refer to Q2
- Q35. On Page 7-E: Digital Topographic/Planimetric Mapping, Section 2(b), it states all planimetric details, such as pavements, curbs are to be collected/updated. However, curbs are notably missing from your "Table 1 – Milwaukee County Planimetric Mapping Features, 1"=100' Scale" list that has been provided. Are you going to add this feature to your list – i.e. Curbed road, curbed parking area, curbed driveway, etc., or is everything to fit within the database design as shown, i.e. Sidewalk, Paved Road, or as otherwise appropriate?

Amendment No.2

October 22, 2012

- Existing database features as shown. Discrete curb features are not required but are included as part of the traveled ROW e.g., side-to-side including curb.
- Q36. Does the County have, in addition to the photography referred to in Section III (B) of the RFP, the ground control, ABGPS/IMU, and aero triangulation data that will enable us to do stereo-photogrammetric data extraction with the imagery? What sensor was used to collect the imagery?
- The county does not currently have suitable ABGPS/IMU data collected by the Zeiss Digital Mapping Camera (DMC)
 - The county can acquire this data that is suitable for orthorectification regarding [Pictometry Pentaview System](#)
- Q37. Does the County have a preference or policy with regards to the use of offshore labor?
- Refer to Q1
- Q38. Can the County provide the bid information received for this project at the previous update cycle?
- Refer to Q6
- Q39. Can the County provide a flight map and control layout for the imagery collect, or at a minimum, metrics on the number of flight lines, exposures, ground control points?
- Yes, DMC flight included 29 flight lines cover Milwaukee County. Sensor image scale is approximately 1"=1,058'. Approximately 1,169 exposures represent the Milwaukee County area
 - Yes, Pictometry
- Q40. Please confirm that we are not doing anything with regards to updating the contour layer, or anything having to do with the terrain surface.
- This is true
- Q41. The RFP states that "The engineer shall use these delineated areas to identify and update the planimetric features contained within the specified boundaries and locations contained therein". Is the engineer to actively look outside these boundaries in case of any possible additional changes that may have been missed?
- Refer to Q14
- Q42. In order to get 3D plan feature compilation from stereo plotting, you need the original scanned flight images, rather than the 90 ortho tiles, from which only 2D features can be compiled. Do you have access to the original scanned imagery, and can it be provided?
- The county can provide only digital collected materials. No scanned images are available.
- Q43. Can you provide the aero triangulation files, and ground control files from the 2010 imagery project?
- Refer to Q36
- Q44. Can an ASPRS Certified Photogrammetrist certify the data
- Yes
- Q45. What is the format of the data existing data (2D or 3D)
- Refer to Q15
- Q46. Does the county contain any AT solutions. IF so which software was used.
- No DMC AT solutions are available
 - Pictometry used Inpho's MatchAT software

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- Q47. How was the data collection made? Is it a digital camera or some other one. If it is digital camera, please inform about the make of the camera.
- Refer to Q36
- Q48. Was the 2010 imagery captured with a film or digital camera?
- Digital
- Q49. If captured digital, what type of camera system?
- Refer to Q36
- Q50. If digital orthos were created in 2010 one must assume an aero-triangulation solution was created. If so, will that solution be made available to the successful bidder?
- Refer to Q36
- Q51. This being a Planimetric update project, reference is made numerous times regarding the Photogrammetric and lidar DTM. For clarity, is there a requirement for updating the DTM (surface files) or contours as well as the planimetrics from the new imagery or has that been done using the lidar data?
- Refer to Q40
- Q52. If there is no requirement for updating the DTM (surface files), is it acceptable to do the planimetric updates in 2D directly from the existing 2010 digital orthophotos or are all updates required to be performed in a 3D softcopy photogrammetric environment?
- Refer to Q15
- Q53. Are any Z Values required with the vertices of the features or as attributes to the features?
- No
- Q54. The RFP states "The Engineer shall furnish a letter of certification from the Professional Engineer or Registered Land Surveyor verifying that the updated digital planimetric features meet National Map Accuracy Standards" does this require a Wisconsin Registered Surveyor or Engineer?
- This is preferred but can be waived if there are comparable credentials
- Q55. Do existing features that are modified or deleted as part of the update process need to be retained in any way for historical purposes?
- No
- Q56. Do modified and newly created features need an attribute to clearly differentiate the features that were edited/created as part of this update process vs. previously existing features that remain unchanged?
- No, the county intends to use the flight date to indicate that all features contained within the change areas have been verified as of the flight date not just those that have been changed.
- Q57. Page 7 Section III.E.1 General – The link provided allowed us to download the sample Geodatabase. The sample Geodatabase contained the Environmental, Parks, Planimetric, Transportation and Utility Features. I did not see any hydrologic features in the sample data. Were the hydrologic features omitted from the sample data accidentally or is it just that there aren't any of these features in the area of the sample data? The same question also applies to hypsographic/contour features.
- Hydro features will be included in areas where they are present. These features were not omitted from the sample they were simply absent from the sample area. Hypsographic/contour features are specifically omitted and are not intended to be included for updates.

Amendment No.2

October 22, 2012

- Q58. Page 9 Section III.G.c – This section says symbolization, lettering styles and sizes shall be established by the Engineer. Can we just match the specs of the existing Annotation? Does annotation only need to be created to support 1" = 100' Scale plots?
- Annotation is required for 1" = 100' scale. Use of the existing symbolization, lettering styles and sizes should mirror the existing settings.
- Q59. Page 7 Section III.F.1 General – Is the contractor responsible for any editing, checking, processing, QA/QC or anything else for the areas outside of the Change Polygons linked to this section?
- Refer to Q2
- Q60. Page 10 Section III.G.3.d.3 Clipped Features – We could not find examples of the road edges being clipped for drives, parking or text in the sample data as described in this section of the RFP. Is there an area in the sample data where we can see an example of this clipping requirement?
- Refer to Q18
- Q61. Page 11 Section III.H.1 – Has Milwaukee County confirmed through field checks or other methods that the existing photography and digital orthophotography will support the accuracy requirements of the update project?
- Yes, certification of the orthophotography is referenced in the RFP and included <http://www.sewrpc.org/SEWRPCFiles/Publications/mr/mr-200-comparison-of-alternate-2010-orthophotography.pdf>.
- Q62. Page 11 Section III.H.1 – If part of the updated mapping data fails a field check and it is discovered that the problem resides in the existing control/mapping/photography, how should the problem be resolved?
- The Engineer is responsible for the accuracy of all defined planimetric features that fall within the designated update boundaries. Exception to this would occur if accuracy errors were due to elements of the update process that is not within the control of the Engineer. These would include errors that are inherent in the existing photography or the horizontal/vertical control network.
- Q63. Page 11 Section III.H.3 – This section says that the Engineer will furnish instruments and assistance to Milwaukee County for the Field Checking. Does this mean that we are to provide survey equipment (GPS and/or conventional) and survey personnel to Milwaukee County throughout the field checking process?
- Refer to Q33
- Q64. Under II, Item G.3.d, the verbiage states " shall be prepared within a designated area allowing that all updates to features so contained reflect a seamless transition with surrounding features". In the event the poly lines are inaccurate and a straight graphic tie is not capable of being prepared, no attempt shall be made to force a tie line. I.E. is the poly line is the limit?
- Refer to Q2