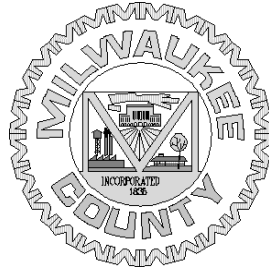


MILWAUKEE COUNTY



Department of Administrative Services

Department of Administrative Services Facilities
Management Division
600 North Plankinton Ave
Suite 600
Milwaukee, WI 53203

REQUEST FOR PROPOSAL
FOR

CONSTRUCTION MATERIAL
THIRD PARTY TESTING AND
SPECIAL INSPECTION
SERVICES



Milwaukee County

Request for Proposal (RFP) - Cover Letter

Project Name: Milwaukee County Zoo – Front Entrance Reconfiguration

Project Number: WZ017402

The Milwaukee County Department of Administrative Services (DAS) and the Milwaukee County Zoo are requesting construction materials third-party testing and special inspection services for the Front Entrance Reconfiguration Project located at the Milwaukee County Zoo. A project description and Scope of Work for the services are identified within this Request for Proposal (RFP).

This transformational project will reconfigure the Zoo's primary entrance to optimize both vehicular and pedestrian circulation. The intent is to significantly enhance safety, efficiency, and overall experience for Zoo patrons. Construction is expected to commence in April of 2026.

Professional consulting services are to review all attached documents and submit completed copies of ***Attachments A, C, D, E, J, and K.***

Please submit one electronic (pdf) version of your Proposal no later than **3:00 P.M. on Monday, February 2nd, 2026**, to **John Teppler** at jtepler@concord-cc.com

Professional Services for Construction Materials Third-Party Testing and Special Inspection Services for Zoo - Front Entrance Reconfiguration

PROJECT NO.

WZ017402

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Attachment O – 10/17/2025 – Technical Specifications

Attachment P – Project Schedule

Monday, January 12th, 2026

To All Interested Consultants:

Project: Zoo – Front Entrance Reconfiguration
Project No.: WZ017402
Subject: REQUEST FOR PROPOSAL (RFP)

Section 1 - General Information

1) Introduction

- a) The Milwaukee County Zoo is seeking construction materials third-party testing and special inspection services for the Front Entrance Reconfiguration Project.
- b) Milwaukee County has selected The Concord Group to serve as the Owner's Representative for the Project, Strand Associates as the Design Consultant, and Gilbane Building Company as the Construction Manager. The selected Consultant will be expected to coordinate and communicate with all parties on any matters as requested by Milwaukee County.
- c) There is a Targeted Business Enterprise (TBE) participation goal of 0% based on the Projected contract for these services. Additional details can be found in **Attachment D**.

2) Project Description

- a) The project generally consists of the following:
 - i) Construction of a guest services building addition located on the east side of the existing main entry facility including entry plaza pavement improvements in the area surrounding the building addition.
 - (1) The guest services building addition is approximately 3,000 square feet in size consisting of a single-story steel framed structure with building columns supported on a helical pile foundation system.
 - ii) Construction of a new frontage road including new entry and exit lanes to serve the existing east parking lot.
 - iii) Construction of new storm sewer and biofiltration basins located adjacent to the new frontage road.
 - iv) New site fencing and access gates.
 - v) Construction of a new signalized intersection on Bluemound Road.
- b) Refer to the following for further Project details:
 - i) **Attachment N – 10/17/2025 – Technical Drawings** and
 - ii) **Attachment O – 10/17/2025 – Technical Specifications**
 - iii) **Attachment P - Project Schedule**

3) Scope of Work

a) General Requirements

- i) Professional Services performed or furnished under this Contract shall be in accordance with the **Attachment M - Milwaukee County Modified AIA Document C103-2015 Owner & Consultant Agreement** and based on the standard of care and skill ordinarily used by members of the profession involved. All licensed individuals are to be in good standing in the State in which they are licensed. In addition to the Contracts referenced above, the following summarizes the general services that the Prime Consultant and its team will be required to perform. This list is not intended to be all inclusive but rather to establish a level of expected involvement and performance.
- ii) The Consultant shall provide written inspection reports on each day's inspection and testing results to Owner, Architect, and/or Contractor in accordance with the standards and requirements indicated in the enclosed documents.
- iii) The Consultant shall provide a summary Deviation Report on a weekly basis.

b) The Consultant shall provide the following Base Scope of Service:

i) **Special Inspection Services**

- (1) Provide Special Inspection Services for the duration of the project for Structural Steel construction in accordance with the Specification Section 05 12 00 and Chapter 17 of the 2015 International Building Code.

ii) **Thermoplastic Polyolefin (TPO) Membrane Roofing Testing and Inspections**

- (1) Perform tests and inspections as indicated in in Specification Section 07 54 23.

iii) **Geotechnical Construction-Related Services**

- (1) Provide geotechnical construction related services for the duration of the project as defined by Specification Section 31 23 00, 31 11 23, and as noted to be completed by Testing Firm. Services shall include the following minimum items:
 - (a) Observe proof rolling of building slabs, pavement, and roadway subgrades. If unsuitable subgrade is encountered, provide subgrade repair alternatives.
 - (b) Observe structure foundation subgrades. If unsuitable subgrade is encountered, provide subgrade repair alternatives.
 - (c) Observe placement of fill and backfill for compliance with project requirements.
 - (d) Perform soil and aggregate compaction testing on engineered fill to be placed by Contractor using nuclear density gauge or similar methods. Test and document soil and aggregate fill lift thickness and material types to observe they are in general conformance with the drawings and specifications.
 - (e) Perform laboratory testing on materials proposed for use as fill, backfill, and paving subgrade in accordance with project specifications and project geotechnical report. Testing may include:
 - (f) Grain Size Distribution
 - (g) Liquid and Plastic (Atterberg) Limits
 - (h) #200 Material Washed Sieve Analysis
 - (i) Proctor Moisture Density Relationships

iv) **Additional Services**

- (1) The Owner may direct the selected firm to perform additional testing or inspections as deemed necessary for the Project. Such services shall be authorized in writing and compensated per the agreed-upon rates identified in **Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule.**

4) Minimum Qualifications

- a) To qualify for this opportunity, respondents must comply with the following requirements unless noted:
 - i) Compliance with TBE requirements.
 - ii) With the signing and submission of a Proposal, the submitting Consultant certifies that the standard terms and conditions of the **Attachment M - Milwaukee County Modified AIA Document C103-2015 Owner & Consultant Agreement** have been read and understood and that the submitting Consultant is ready, willing, and able to sign the agreement when requested without making any substantive changes.
- b) The County considers any of the following to constitute non-Responsibility or non-Responsiveness:
 - i) Submission of incomplete or Alternative Proposals.
 - ii) Submission of any Proposal that requires the County to contract directly with a third party other than the Respondent.
 - iii) Disqualification or disbarment from participating in competitive solicitation by any other state, local, or federal government entity.
 - iv) Failure to demonstrate the required experience.
 - v) Failure to provide any requested evidence of financial solvency.
- c) See **Attachment B – Proposal Preparation Submission and Evaluation Guidelines for all requirements.** Failure of the Proposer to meet all the minimum qualifications will eliminate its Proposal from any further consideration.

5) Schedule

- a) 01/12/2026 – Request for Proposal Live
- b) 01/19/2026 – Virtual Pre-Proposal Meeting at 3:00 PM
- c) 01/22/2026 – Questions Due
- d) 01/28/2026 – Final Addendum (*if needed*)
- e) 02/02/2026 – Proposals Due
- f) 02/10/2026 – Intent of Award

The Pre-Proposal Meeting will be held virtually on Microsoft Teams at 3:00 PM on January 19th, 2026.

Meeting ID: 225 588 746 011 95

Passcode: sF9Fo3Gg

Dial in by phone

[+1 917-781-4529,498155056#](tel:+19177814529498155056) United States, New York City

Phone conference ID: 498 155 056#

Please submit one electronic (pdf) version of your Proposal no later than **3:00 P.M. on Monday, February 2nd, 2026** to **John Teppler** at jtepler@concord-cc.com

Please direct questions regarding this RFP to me using the contact email provided above.

Sincerely,

John Teppler

The Concord Group

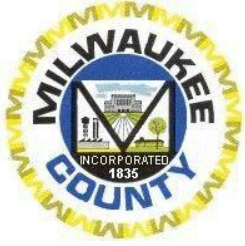
CC: *Amos Morris* – amos.morris@milwaukeecountywi.gov

Josie Hastings – jhastings@concord-cc.com

Laura Arboleda – larboleda@concord-cc.com

Attachment A - Consultant Fee Proposal

<u>CONSULTANT FEE PROPOSAL</u>	
	FIRM NAME
	DATE
<p>Please complete this template and attach within the Proposal in response to the RFP All highlighted green area required to be filled in.</p>	
	<input style="width: 80px; height: 20px; background-color: #c6e0b4;" type="text"/>
	<input style="width: 80px; height: 20px; background-color: #c6e0b4;" type="text"/>
<p>See Qualification Notes at bottom of page</p>	
<u>MILWAUKEE COUNTY ZOO - FRONT ENTRANCE RECONFIGURATION</u>	
<u>SPECIAL INSPECTION SERVICES - STRUCTURAL STEEL</u>	
Total Special Inspection Services - Including all Sub-Consultant fees (<i>Lump Sum</i>)	<input style="width: 80px; height: 20px; background-color: #c6e0b4;" type="text"/>
<i>Please identify all staff required to complete service on Constant Effort</i>	
<u>THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING TESTING AND INSPECTIONS</u>	
Total TPO Membrane Roofing Testing and Inspections - Including all Sub-Consultant fees (<i>Lump Sum</i>)	<input style="width: 80px; height: 20px; background-color: #c6e0b4;" type="text"/>
<i>Please identify all staff required to complete service on Constant Effort</i>	
<u>GEOTECHNICAL CONSTRUCTION-RELATED SERVICES</u>	
Total Geotechnical Construction-Related Services - Including all Sub-Consultant fees (<i>Lump Sum</i>)	<input style="width: 80px; height: 20px; background-color: #c6e0b4;" type="text"/>
<i>Please identify all staff required to complete service on Constant Effort</i>	
<u>REIMBURSABLES</u>	
Total Reimbursables - Including all Sub-Consultant fees (<i>Lump Sum</i>)	<input style="width: 80px; height: 20px; background-color: #c6e0b4;" type="text"/>
PROJECT GRAND TOTAL	<input style="width: 80px; height: 20px; background-color: #c6e0b4;" type="text"/>



DEPARTMENT of ADMINISTRATIVE SERVICES

Milwaukee County

ATTACHMENT B

Project Name: Milwaukee County Zoo - Front Entrance Reconfiguration
Project Number: WZ017402

PROPOSAL PREPARATION, SUBMISSION & EVALUATION GUIDELINES

1. Proposal Preparation

a. Explanation to Prospective Offerors

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

b. Complete Proposals

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

c. Unnecessarily Elaborate Proposals

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

d. Retention of Proposals

- i. All Proposal documents shall be retained by Milwaukee County and therefore, will not be returned to the offerors. The County will not pay for preparation of Proposals or for Proposals that are retained by the County.

e. Examination of Proposals

- i. Offerors are expected to examine the site, statement of work, and all instructions and attachments in this RFP. Failure to do so will be at the offeror's risk.

- f. **Certification and Representations**
 - i. Offerors shall submit with their Proposal resumes and any other documents as may be requested in the RFP.
- g. **Price Schedule Submission**
 - i. Offers for services other than those specified will not be considered. The prices set forth in the schedule will be used for evaluation purposes and for establishing a contract price. Milwaukee County reserves the right to accept or reject any and all Proposals.
- h. **Signing of Offers**
 - i. The offeror shall sign the Proposal and print or type its name on the form. Erasures or other changes must be initiated by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the County.
 - ii. Each Proposal shall set forth the name, title, telephone number, and address of the person authorized to negotiate on behalf of the offeror and contractually bind the offeror, if other than the person signing the Proposal.
- i. **Proposal Guarantee**
 - i. By submitting a Proposal, the offeror guarantees that it will keep its initial offer open for at least 90 days.
- j. **Acknowledgement of Amendments**
 - i. Offerors shall acknowledge receipt of any amendment to the Request for Proposal in their Proposal Cover Letter. The County must receive the acknowledgment by the date and time specified for receipt of offers. The offeror's failure to acknowledge an amendment may result in rejection of the offer.
- k. **Late Proposals and Modifications and Withdrawals of Proposals**
 - i. Any Proposal received after the exact time specified for receipt will not be considered.
- l. **Contract Acknowledgement**

With the signing and submission of a Proposal, the submitting Consultant certifies that the ***Attachment M - Milwaukee County Modified AIA Document C103-2015 Owner & Consultant Agreement*** has been read and understood and the submitting Consultant is ready, willing and able to sign the Agreement when requested without making any substantive changes. Any language that the consultant is unwilling to accept must be identified with the proposal response.

2. Proposal Submission Content

- a. The Proposal shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines. The Proposal shall include the following information:
 - i. **Cover Page:** Include Project number and name, Project location, consultant's name, address, telephone number, e-mail address, Proposal date, etc.

- ii. **Letter of Transmittal:** Include the name and description of the organization(s) submitting the Proposal, a statement confirming your understanding of the Project requirements and the services to be provided, an acknowledgment of receipt of any Addenda to the RFP, and a statement of commitment to the Project and the Project timeline.
- iii. **Table of Contents:** List all the sections and subsections of your Proposal with corresponding page numbers.
- iv. **Firm Executive Summary:** Include Firm's brief history and mission statement highlighting key differentiators and strengths.
- v. **Project Team Organization:**
 - 1. Include an organizational structure of the Project Team including the relationship of the subconsultants to be used for this Project.
 - a. Subconsultants: Indicate the names and addresses of any subconsultants and/or associates proposed to be used in this Project. State the capacity they would be used in and the approximate percentage of the total services they would provide.
 - 2. The name of the Principal-in-Charge of this Project along with their Professional Registration Number in the State of Wisconsin.
 - 3. The name and title of the Project Manager who will be the main point of contact for the duration of this Project.
- vi. **Project Team & Firm Experience:**
 - 1. Include a list of similar Projects that the Project Team and/or Firm has executed in recent years (please reference the year in which the project was completed and how the project scope of services relates to the required scope of services for this project). Attach a separate sheet for each Project giving a brief description, reference contact, cost, and size of each Project. The project experience should include projects that included these elements and how those elements were specific to the listed project:
 - 2. Provide detailed resumes of key team members emphasizing relevant experience. Include their name, title, Project role, professional registration, relevant certifications, and qualifications.
 - a. Such personnel shall not be employees of Milwaukee County.

- vii. **Project Approach:**
 - 1. Provide a detailed analysis of the project requirements and deliverables with an explanation of your proposed approach to meeting these requirements, keeping the following at the center of your approach:
 - 2. Describe how your team will collaborate with stakeholders throughout the project lifecycle.
 - 3. Identify potential challenges and risks and your strategies for overcoming them.

- viii. **Quality Control:** Submit a contract document quality control plan. Provide an explanation of your firm's quality control processes and how you will ensure the quality of deliverables throughout the project.

- ix. **Project Schedule:** Proposers shall review the attached schedule and provide written confirmation that the schedule can be met. Any assumptions, constraints, or exceptions that may affect the schedule shall be clearly identified in the proposal.

- x. **Constant Effort:** Include a level of effort matrix that is broken out by deliverable. Indicate each Project Team member's hourly level of effort. Indicate each Project Teams members, role, hourly rates, and hours to be spent on each deliverable. This should be the basis of your total fee per phase indicated on your **Attachment A - Consultant Fee Proposal**.
 - 1. See an example of the Constant Effort Matrix at the end of this document. For future authorizations, this matrix will also be required to be completed at the time of contract negotiations.

- xi. **Consultant Fee Proposal:** Utilize **Attachment A - Consultant Fee Proposal** to clearly state the not-to-exceed fee for all requested services. It is required to fill in all highlighted boxes.

- xii. **Attachment C – Certificate of Insurance**

- xiii. **Attachment D – TBE Requirements**

- xiv. **Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule**

- xv. **Attachment J – Subconsultant Listing Form**

- xvi. **Attachment K – Subconsultant Compliance Certification**

3. Evaluation Criteria

- a. The following list of general criteria will be used to evaluate the Proposals:
 - i. 15% - Quality and responsiveness to the RFP.
 - ii. 35% - Project approach and understanding, including strategy to perform requested work and time schedule.
 - iii. 25% - Qualifications and experience.
 - iv. 20% - Fee and hourly rates.
 - v. 5% - TBE participation in excess of minimal goal.

4. Constant Effort Matrix Example

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



OFFICE OF ECONOMIC INCLUSION (OEI) MILWAUKEE COUNTY

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of **0 %**. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory, MBE and WBE firms certified by the State of Wisconsin DOA and listed in the directory, SBE firms certified by Milwaukee County and listed in the Milwaukee County directory, and SBE firms that meet the SBA size standards and are listed in the SAM directory. All firms must be certified prior to the proposal submission deadline. A firm certified in another state must be certified by the Wisconsin UCP or State of Wisconsin DOA prior to submission of bid.
2. **TBE Participation:** The participation goal is based upon the total dollar value of your proposal less reimbursable items. Participation must be maintained throughout the contract, including any fee increases. TBE Prime self-performance may be counted to achieve the goal.

PROPOSAL CONSIDERATIONS

3. The County may reject your proposal if it does not include the **Commitment to Contract with TBE (TBE-14)** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the sub-consultant, sign the form, and have the TBE firm sign the form in the affirmation section prior to acceptance of your proposal by the County.
4. If awarded the contract, you will enter into a contractual agreement, directly or through sub-consultant, according to the **Commitment to Contract with TBE (TBE-14)** form(s) provided with your proposal. Copies of the executed agreements(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
 - b. One hundred percent (100%) for the work performed by a TBE firm. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work will not be counted towards the TBE participation unless the work is performed by another TBE.
 - c. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.



OFFICE OF ECONOMIC INCLUSION (OEI) MILWAUKEE COUNTY

FOLLOWING CONTRACT AWARD

7. The County reserves the right to conduct compliance reviews and request, both from you and your subs, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract terms. If you fail to take corrective action as directed, the County may take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified consultants, and refuse to accept future proposals from you for a period not to exceed three (3) years;
 - c. Withhold contract payments to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
8. You must submit copies of the executed subcontract agreement(s) for each of the sub-consultants listed on the contract. REQUESTS FOR PAYMENT WILL BE DELAYED IF NOT SUBMITTED.
9. If the TBE sub(s) are unable to perform, or any other issues arise, you must immediately contact OEI Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE consultants are also required to notify and obtain approval from the County prior to subletting work.
10. The Prime will record payments received from the County and payments made to sub-consultants directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the invoice work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for DBE firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.



OFFICE OF ECONOMIC INCLUSION (OEI) MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. WZ017402 PROJECT TITLE Milwaukee County Zoo - Front Entrance Reconfiguration

TOTAL CONTRACT AMOUNT (less allowances) \$ _____ TBE Goal: 0%

Name & Address of TBE	NAICS Code	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract

- 1) The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations, the TBE sub-contract amount **might NOT** be based on the total project contract amount.
- 2) The **percentage** is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The **Pass/Fail** determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages **MUST** satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by OEI the Prime's **COMMITMENT** to the TBE company.

Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm has negotiated with and has received confirmation, on partnering, pricing, and delivery from the TBE firm listed herein.

Prime Contractor/Consultant _____ Phone _____, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statements, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative Name & Title of Authorized Representative Date

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

- I affirm that our company is certified as (check all certifications that apply)
 - _____ DBE by the Wisconsin Unified Certification Program certifying partners
 - _____ MBE by State of Wisconsin DOA
 - _____ WBE by State of Wisconsin DOA
 - _____ SBE by SBA Federal Size Standards, NAICS and registered in SAM
 - _____ SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces. I affirm that approval from OEI will be obtained prior to subletting any portion of this work awarded to my firm on this project. I affirm that our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

Signature of Authorized TBE Representative Name & Title of Authorized TBE Representative Phone Number Date

FOR OEI USE ONLY

Commitment number _____ of _____ Participation: _____ Project Total: _____

Authorized Signature Date



OFFICE OF ECONOMIC INCLUSION (OEI) MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

Links to Directories for firms eligible for credit:

DBE <http://wisconsin.gov/Pages/doing-business/civil-rights/dbe/certified-firms.aspx>

MBE and WBE <https://wisdp.wi.gov/Search.aspx>

Milwaukee County SBE <https://mke.diversitycompliance.com/Default.asp>

SAM Directory for Federal SBE <https://www.sam.gov/SAM/pages/public/index.jsf>

- 1. CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.
- 2. WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.
- 3. SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The “right to correct” must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.
- 4. REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) or invoice for consulting the work being performed by TBE by either a) placing the word “TBE” behind the work item or b) breaking out the work done by TBES at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.
- 5. TBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County’s online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero-dollar (\$0) entries where no payment has occurred.

If you have any questions related to the Milwaukee County Target Enterprise Program, please contact:

414.278.4851 or oeicompliance@milwaukeecountywi.gov

Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule

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

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

Firm Name: _____ Principal-in-Charge: _____

Wisconsin Reg. Number: _____

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

Overhead & Profit Factor (multiplier): _____

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

Name	Classification	Direct Salary Rate/Hour
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

As of: _____, 20____

Date: _____

Signature

Signature

Title

Title

Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor
Schedule

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

Overhead Rate = _____ (Without Profit)

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

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

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

Signature: _____ Date: _____

Title: _____

Attachment F – Guideline for Reimbursable Expenses

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

GUIDELINES FOR REIMBURSABLE EXPENSES

GENERAL

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

DEFINITION

Reimbursable expenses are out-of-pocket expenses incurred by the consultant and consultant's employees in direct support of the project. Over and above compensation for Basic and Additional Services, they are unique and non-recurring costs. By their nature, the cost is not predictable in advance of occurrence.

Approved reimbursable expenses are billed at the same cost paid by the consultant and are not subject to retainage provisions found in Milwaukee County service agreements.

DOCUMENTATION

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

REIMBURSABLES BUDGET ALLOWANCE

All agreements shall establish a pre-approved budget allowance for the total out-of-pocket reimbursable expenses of 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 reimbursables for review and approval by the County. Special care should be taken to differentiate those out-of-pocket expenses that will be initially borne by the consultant and those that will be paid directly by the County (under a separate County Services line item in the project budget).

AUTHORIZED OUT-OF-TOWN TRAVEL

Reimbursable travel expenses can accrue for both travel to and from Milwaukee for work in connection with a project if that travel involves a distance greater than a 100 mile radius from Milwaukee **or if the consultant's working office is more than 100 miles from Milwaukee**. Milwaukee County will reimburse 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

Attachment F – Guideline for Reimbursable Expenses

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

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

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

LONG DISTANCE COMMUNICATIONS

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

FEEES PAID TO APPROVING AUTHORITIES

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

REPRODUCTIONS AND REPROGRAPHICS

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

ADDITIONAL INSURANCE

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

Attachment G – Required Invoice Format

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

INVOICE FOR CONSULTING SERVICES
(Lump Sum Contract Form)

INVOICE # _____

DATE: _____

PROJECT TITLE: _____

PROJECT NO.: _____

CONSULTANT: _____

SERVICES FOR THE MONTH ENDING: _____

- 1.) BASIC SERVICES (**Attachment “G-2”**):

- 2.) REIMBURSABLE EXPENSES (**Attachment “G-2”**):
(Attach itemization and back-up copies of all charges)

- 3.) ADDITIONAL SERVICES (**Attachment “G-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, G-2, on job status)

Approved for Billing:

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

Consultant

Signature

Signature

Title

Date

Attachment G – Required Invoice Format

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS

PROJECT NO.: _____

CONSULTANT: _____

INVOICE # _____

Basic Services	Fee Limit Per Phase/ or Totals	Previously Billed	Billed This Month	Percent Complete (%)	Total Billed To Date	Retainage To Date	Balance To Completion
Schematic Design Phase							
Design Development Phase							
Construction Documents Phase							
Construction Phase							
Subtotal							
Reimbursables (Itemized)	\$			N.A.		N.A.	
Subtotal							
Supplemental Services (Itemized) INCR.	\$						
Supplemental Services (Itemized) INCR.	\$						

Attachment G – Required Invoice Format

Subtotal							
Totals							

Attachment G – Required Invoice Format

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

INVOICE FOR ADDITIONAL CONSULTING SERVICES ONLY
(Multiple of Direct Salary Rate Form)
(One FORM "D-3"/Ea. Increase/Billing)

INVOICE # _____

Fee Increase # _____

DATE: _____

Fee Increase Total \$ _____

PROJECT TITLE: _____

PROJECT NO.: _____

CONSULTANT: _____

SERVICES FOR THE MONTH ENGING: _____

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	_____	= _____
					Subtotal _____

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

3.) REIMBURSABLE EXPENSES
(Attach itemization and backup copies of all charges) Subtotal _____

TOTAL THIS MONTH:

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

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

Approved for Billing:

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

Consultant

Signature & Date

Signature

Title

Attachment I – Record Documents

MILWAUKEE COUNTY DEPT. OF ADMINISTRATIVE SERVICES FACILITIES MANAGEMENT DIVISION RECORD DOCUMENT STANDARDS FOR PROFESSIONAL SERVICES

I. RECORD DOCUMENTS

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

II. ELECTRONIC MEDIA REQUIREMENTS

- A. Produce Project Manuals, Reports, and other permanent records in an electronic word processing format that can be read by Microsoft Office 365. Produce Project Manual technical sections in Milwaukee County format. Obtain electronic formats for Project Manual technical sections through the Project Manager.

These materials shall be submitted using a secure file sharing program, as stated in G201-2013, ARTICLE 3.

- B. BIM models shall be produced in Revit version 2021 or newer unless stated otherwise on G201-2013. CAD files shall be produced in AutoCAD version 2018 or newer. BIM and CAD models need to be in .RVT and .DWG formats. No other file types will be accepted. Print sets to be provided in .PDF format.

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

III. BIM MODELING STANDARDS

The Prime Consultant and his/her sub-consultants shall prepare BIM models in accordance with the following document standards:

- A. Purge all Revit models of unused families, materials, groups, views, etc.
- B. Remove unused views and sheets.
- C. All Revit links will be linked using the Project Base Point, unless otherwise noted in G202-2013. Maintain the links and transfer files using e-transmit to include all linked files.
- D. All views, sheets, and groups should be named appropriately.
- E. Modeled elements and links should be placed on the correct worksets.
- F. All AutoCAD files need to be linked into the Revit model, and not imported.
- G. Include all accompanying files, including shared parameters .txt file, any linked AutoCAD files, PDFs, image files as .jpg or .png, etc.

The Prime Consultant and his/her sub-consultants shall maintain/update their respective models throughout construction by incorporating the following at a minimum (based on approval or direction to proceed):

- A. RFC's
- B. ASI's, CD's, CCD's, or other change documents that affect the contract documents.
- C. Submittal comments and revisions on approved shop drawings.
- D. As-built field modifications.
- E. Changes in the sequencing of the work.
- H. Consultants shall utilize the Milwaukee County drawing format standards setup in the startup project.
- I. Drawing Sheet numbers and electronic drawing files shall consist of the following:
 - 1. Alphanumeric discipline designation
 - A - Architectural Interiors and Facilities Management

Attachment I – Record Documents

- C** - Civil Engineering and Site Work
- E** - Electrical
- EV** - Environmental
- F** - Fire Protection
- L** - Landscape Architecture
- M** - Mechanical
- P** - Plumbing
- S** - Structural

2. A maximum of 3 characters for sheet number

Example: A101.rvt
 | |
 | | ____ Sheet Number
 | ____ Discipline

- J. The drawing sheet naming convention shall be Discipline then Sheet Number (e.g., A101).
- K. BIM Model naming convention: [Capital Project Number or other approved identification number]_[Building Number]_[Project Name]_[Revit Version]. (e.g., WS0126_5600_COGGS RENOVATION_R21.rvt)
- L. Consultants shall utilize the Milwaukee County Standard Workset Naming Convention, as setup in the starter Revit model.
- M. The room attributes shall be provided on all Revit floor plan views. Window attributes shall be shown on elevation views. The following attribute data shall be included:
 - 1. **Rooms**
 Room name & number (serves as the room tag)
 Dimensions (length, width, height)
 - 2. **Tag number**
 Door size
 Frame size
 Fire rating
 - 3. **Windows**
 Tag number
 Size
 Glazing
 Framing material

IV. DOCUMENT REQUIREMENTS

A. **Design Documents:** Prepare and submit the following documents to the Project Manager:

1. City/State Approved Drawings	(1) Original set
2. Bid Set Drawings	(3) Set hard copy (marked as "ORIGINAL")
	(1) Electronic file (RVT & PDF)
3. Project Manual & Detail Manual	(1) Set hard copy

Attachment I – Record Documents

1. **As-Built/Record Documents:** Prepare and submit the following record documents to the Project Manager:

1. As-Built/Record Drawings	(1) Set hard copy (marked as "ORIGINAL")
	(1) Set electronic file (RVT & PDF)
2. Project Manual & Detail Manual	(1) Set hard copy
	(1) Set electronic file (RVT & PDF)
3. Operating/Maintenance Manuals	(1) Set hard copy
	(1) Set electronic file

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

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

The Prime Consultant shall list all revisions with dates on each drawing and identify each revision with boundaries. Each drawing shall be labeled **AS-BUILT/RECORD DRAWINGS** and **PROJECT and DETAIL MANUAL**.

3. The end product shall consist of a composite set of Record Drawings and Project Manuals accurately showing the as-built, on-site conditions of the entire project.
2. **Studies/Analysis/Survey Reports:** Prepare and submit the following documents to the Project Manager:

1. Final Approved Report	(2) Sets hard copy
	(1) Set electronic file

V. FINAL DOCUMENT REQUIREMENTS FOR ELECTRONIC MEDIA

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

- A. A cover sheet containing a drawing index that is sorted by:
 1. Discipline
 2. Sheet number
 3. Sheet name
- B. Cover sheet shall include:
 1. MILWAUKEE COUNTY Project Name and Number
 2. MILWAUKEE COUNTY Site I.D. and Building I.D.
 3. Seals and signatures of the Architect/Engineer of record.
 4. MILWAUKEE COUNTY signature block.

Attachment I – Record Documents

Detail Drawings produced as a MANUAL shall include a Drawing Index consisting of the detail title and/or description, and identification number sorted by discipline and page number. The Drawing Index shall be submitted in hard copy and shall be incorporated in the Detail Manual.

- A. Consultants may insert their logos on Milwaukee County's Standard Cover Sheet with PRIOR APPROVAL from the Project Manager.

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

SUBMIT HARD COPIES TO:

**(PROJECT MANAGER)
MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT DIVISION
ARCHITECTURAL, ENGINEERING & ENVIRONMENTAL SERVICES SECTION
633 WEST WISCONSIN AVENUE-SUITE 1000
MILWAUKEE, WI 53203**

SUBMIT ELECTRONIC COPIES THROUGH SECURE FILE TRANSFER PROTOCOL

Attachment J – Subconsultant Listing

MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

COMPLETE LISTING OF SUBCONSULTANTS

(To Be Completed by Prime Consultant)

DATE: _____

PROJECT TITLE: _____

PROJECT NO.: _____

PRIME CONSULTANT: _____

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

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

For Milwaukee County
Department of Administrative Services
Facilities Management Division

For Prime Consultant:

Approved (No.'s): _____

Rejected/Resubmit (No.'s): _____

Signature

Signature

Name

Name

Title

Title

Date

Date

Attachment K – Subconsultant Compliance Certification

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

SUBCONSULTANT COMPLIANCE CERTIFICATION

DATE: _____

PROJECT TITLE: _____

PROJECT NO.: _____

PRIME CONSULTANT: _____

This is to Certify that I/We:

SUBCONSULTANT NAME: _____

ADDRESS: _____

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

TYPE OF SERVICES: _____

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

SUBCONSULTANT

Subconsultant's Name

Date

Signature

If Principal is a Corporation
IMPRINT CORPORATE SEAL

Title

Attachment L – Consultant Agreement Closeout Checklist

**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION
CONSULTANT AGREEMENT CLOSEOUT CHECKLIST**

Consultant: _____

Project Title: _____

Project No.: _____

Agreement (Contract) No: _____ Effective Date: _____

Type Agreement: _____

Consultant Selection Documentation in File: Yes _____ No _____

**These deliverable items from the consultants must be in the FACILITIES MANAGEMENT DIVISION
Project (Job) File:**

___ Final Project Program Report (*Scope of project as agreed by all parties*)

*From Interviews, research, and study the consultant shall prepare a program and an Estimate of Probable Construction Costs for the project. **Elements of the program** shall include a full description of each of the following:*

- .1 Exterior and interior functional areas and spaces of the Project, with technical and equipment requirements on each;*
- .2 Comparisons between existing and proposed facilities and systems;*
- .3 Diagrams to describe proposed circulation and relationships between functional areas and departments;*
- .4 Descriptions of provisions for future changes and growth;*
- .5 Narrative of the rationale for proposed program and prioritized options to maintain Project budget.*

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

___ Final Estimate of Probable Construction Costs (Submitted before bid process begins)

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

___ Copies of all State and Local Plan Examination approvals and receipts for paid application fees

*CONSULTANT shall: Make Application for required **plan approvals**. Pay local and state Examination Fees and be reimbursed at cost (fee for General Building Permit to be paid by Contractor).*

___ Project Manual and all addendum originals

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

Attachment L – Consultant Agreement Closeout Checklist

updated Estimate of Probable Construction Costs.

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

- ___ Written recommendation as to Substantial Completion and final acceptance of the project (AIA Form G704)

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

Wis. Stats. Chapter 443: <https://docs.legis.wisconsin.gov/statutes/statutes/443>

Final Payment shall be made after the following have been accomplished: 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).

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

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

Wis. Stats. Chapter 443: <https://docs.legis.wisconsin.gov/statutes/statutes/443>
WI Commercial Bldg. Code, Form SBDB-9720

- ___ Final submitted schedule
- ___ Record documents (in accordance with Attachment I) are accessible and useable _____
(FCAP Records)
- ___ Consultant approved Operation and maintenance manuals and data, warranties, Owner Training, Attic Stock, and other required closeout documents
- ___ Confirmation of Site Clean-Up (i.e. environmental or geotechnical soil cuttings, purge water)
- ___ TBE/DBE Participation (Attached Approved Final Utilization Report): TBE/DBE-18 Form

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

Prime CONSULTANT Signature: _____

County Project Manager Approval: _____ Date: _____

DRAFT AIA® Document C103™ – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Milwaukee County»
«600 North Plankinton Ave, Suite 600»
«Milwaukee, WI 53203»

and the Consultant:
(Name, legal status, address, and other information)

« »
« »
« »
« »

Consultant's discipline:

« CONSTRUCTION MATERIAL THIRD PARTY TESTING AND SPECIAL INSPECTION SERVICES »

for the following Project:
(Name, location, and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

« As set forth in Attachment A – Request for Proposal (RFP) »
« »
« »

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

« As set forth in **Attachment A – Request for Proposal (RFP)**»

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

« As set forth in **Attachment A – Request for Proposal (RFP)**»

.2 Date for commencement of construction:

« As set forth in **Attachment A – Request for Proposal (RFP)**»

.3 Substantial Completion date:

« As set forth in **Attachment A – Request for Proposal (RFP)**»

.4 Other milestone dates:

« As set forth in **Attachment A – Request for Proposal (RFP)**»

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

« As set forth in **Attachment A – Request for Proposal (RFP)** and **Attachment B – Consultant's Proposal** »

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

« »
« »
« »
« »
« »
« »

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 [Intentionally Deleted]

§ 2.7.2 [Intentionally Deleted]

§ 2.7.3 [Intentionally Deleted]

§ 2.7.4 [Intentionally Deleted]

§ 2.7.5 [Intentionally Deleted]

§ 2.7.6 [Intentionally Deleted]

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance and endorsements for review for each successive period of coverage for the duration of this Agreement evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies. The Consultant's required certification of insurance and endorsements is included as **Attachment C**.

§ 2.7.8 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.

§ 2.7.9 Provide evidence of the following coverage and minimum amounts.

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation	Statutory (Waiver if Subrogation for Worker Comp by Endorsement)
Employers Liability & Disease USL&H and All States Endorsement	\$100,000/\$500,000/\$100,000
General Liability	\$5,000,000 Per Occurrence (name the Owner as additional insured in the general liability policy by endorsement)
Bodily Injury & Property Damage to include personal injury, fire, legal, products and complete operations Contractual Liability and X, C & U	\$5,000,000 Aggregate
Architects & Engineers Professional Liability & Errors & Omissions (Refer to section 2.7.13 for additional conditions)	\$2,000,000 Per Occurrence
Environmental Impairment Insurance	\$1,000,000 Aggregate Minimum (Unless not required)
Automobile Liability	(Name the Owner as an Additional Insured in the automobile policy by endorsement)
Bodily Injury & Property Damage All Autos	\$1,000,000 Per Accident

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

§ 2.7.10 Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, the Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability to the fullest extent permitted by law, as their interests may appear as respects services provided in this Agreement, for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. 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.

§ 2.7.11 Place insurance specified above with at least an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Submit deviations or waiver of required coverage or minimums in writing to Owner for approval as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.

§ 2.7.12 The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the Owner.

§ 2.7.13 Professional Liability – Additional Provisions

§ 2.7.13.1 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 as requested to obtain approval of coverage as respects this section.

§ 2.7.13.2 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.

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

§ 2.7.13.4 Be responsible to the Owner for losses or costs to repair or remedy as a result of Consultant’s negligent acts, errors or omissions.

§ 2.7.13.5 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.

§ 2.7.13.6 Deviations and waivers may be requested in writing based on market conditions to Owner. 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.

§ 2.7.13.7 Obtain information on the professional liability coverage of subconsultants and/or subcontractors in the same form as specified above for review by Owner.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant’s Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

[] Consultant’s Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner’s approval, a schedule for the performance of the Consultant’s Services. If relevant to the Consultant’s Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

[] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner’s written authorization. Except for services due to (a) any negligent error or omission of the Consultant or Consultant’s subconsultants; or (b) any breach of this Agreement by the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

§ 3.3 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Consultant, extension of the Consultant’s services beyond that time shall be compensated as Additional Services.

§ 3.4 Notwithstanding anything to the contrary in this Agreement, Owner shall have no obligation to pay Consultant for any Additional Services unless, prior to performing same, (a) Consultant notifies Owner in writing of the services it intends to perform, the reasons therefor and the cost of such services, and (b) Owner agrees in writing to such services and the cost therefor. If Consultant fails to comply with the foregoing procedure, such services shall be deemed to be Basic Services under this Agreement. In addition, Owner shall have no obligation to pay Consultant for any Additional Services if such services result from the errors, omissions or negligence of Consultant or the failure of Consultant to perform in accordance with the terms of this Agreement. Consultant acknowledges that Basic Services shall include all of Consultant’s services performed in connection with the Project prior to the date hereof and that none of such services shall be considered Additional Services.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner’s behalf with respect to the Project.
(List name, address, and other information.)

« »
« »
« »
« »
« »
« »

§ 4.3 The Owner shall render decisions and approve the Consultant’s submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant’s services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant’s services. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 [Intentionally Deleted]

§ 5.4 [Intentionally Deleted].

§ 5.4.1 [Intentionally Deleted]

§ 5.5 [Intentionally Deleted]

§ 5.6 Upon completion of the Project or upon termination of this Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Consultant has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the Owner. Therefore, any reports, information and data, given to or prepared or assembled by Consultant under this Agreement shall not be made available to any individual or organization by Consultant without the prior written approval of the Owner (see **Attachment I – Record Documents**). No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

§ 5.7 Consultant further understands that oral and written communications with Owner regarding Consultant's services under this Agreement are confidential. No aspect of Consultant's services may be discussed with any individual or organization other than Owner, unless Consultant receives prior written authorization from Owner for such discussion.

§ 5.8 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 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.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are recovered under property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall

require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 [Intentionally Deleted]

§ 6.1.4 The Consultant shall indemnify, defend and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 6.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[«X»] Other: (Specify)

« Litigation or Arbitration as determined by Owner, acting in its sole and absolute discretion, after the dispute arises.»

§ 6.3 Arbitration

§ 6.3.1 If the Owner has selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

[Intentionally Deleted]

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than 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.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 [Intentionally Deleted]

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

« The Compensation Total including reimbursables expenses for the project for the Consultant including all subconsultants shall be the "Not-To-Exceed" sum as indicated below on the basis of hourly rates set forth in section 8.3 »

(Insert amount)

« »

§ 8.2 The Owner shall compensate the Consultant for approved Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

« Hourly, Not-to-Exceed rates as set forth in **Attachment E - Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule** as updated from time to time by the Consultant and approved by the Owner

Additional Services Rate Itemization

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

»

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant’s subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant’s and Consultant’s subconsultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« As set forth in **Attachment E - Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule** as updated from time to time by the Consultant and approved by the Owner

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

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

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

“Overhead Factor” and the “Principal’s Flat Rate” shall include but are not limited to reimbursement of the following:

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

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

»

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed as set forth in **Attachment G – Required Invoice Format**. Payments are due and payable within thirty (30) days following presentation of the Consultant’s invoice which 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 or any other supporting documentation

requested by Owner. Except for documentation specifically required by **Attachment G – Required Invoice Format**, all other supporting documentation shall not be submitted but shall be clearly identified and readily accessible as specified herein under section 9.11. Amounts unpaid **«thirty»** (**«30»**) days after the invoice is received by the Owner with the required supporting documentation shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.
(Insert rate of monthly or annual interest agreed upon.)

« Payment due and unpaid under Contract Documents shall bear interest at rate specified in Wisconsin Statutes 71.82 (1) (a) compounded monthly »

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

§ 8.4.2. Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Consultant is required to report payments received from the Owner and amounts paid to subconsultants. Subconsultants will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Consultant or any subconsultant, the only requirement is to become a registered user and complete the one hour webinar training. The Owner will enter the Consultant's contract, and the Consultant will enter all subconsultants, including both TBE/DBE and non-TBE/DBE firms.

§ 8.5 [Intentionally Deleted]

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project as set forth in **Attachment F – Guidelines for Reimbursable Expenses** and shall not exceed the amount established in **Attachment B – Consultant's Proposal**.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of **«zero»** percent (**«0»** %) of the expenses incurred as set forth **Attachment F – Guidelines for Reimbursable Expenses**.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

« As set forth in **Attachment F – Guidelines for Reimbursable Expenses** »

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be provided as set forth in **Attachment G – Required Invoice Format**.

[Intentionally Deleted]

§ 8.8 Final Payment

§ 8.8.1 Final Payment shall be made after the following have been accomplished:

- .1 Owner is in receipt of "Record Documents".
- .2 Owner is in receipt of Consultant's invoice labeled "Final Billing".
- .3 Owner has determined that Consultant has performed the obligations under this Agreement as evidenced by completion of **Attachment L – Consultant Agreement Closeout Checklist**.

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

§ 8.8.3 Consultant is required to conform to all TBE/DBE Requirements set forth in **Attachment D**. Upon notification from Owner to the Consultant that the obligations under this Agreement have been completed, the Consultant shall within thirty (30) calendar days submit for payment a final invoice for any remaining unpaid charges. Should the

Consultant fail to respond within the thirty (30) days, the Owner will assume no additional charges have been incurred. Owner will transmit to Consultant notice of termination of this Agreement with a check for any remaining retainage.

§ 8.8.4 Consultant shall submit to Owner a partial waiver of lien (covering all services through the date of payment) from Consultant and all of its consultants as a condition to receiving each progress payment and a final waiver of lien from Consultant and all of its consultants as a condition to receiving final payment.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information or (4) as may be required under Wisconsin's Public Records Law, Wis. Stat. § 19.21 *et seq.*, as determined by Owner in accordance therewith..

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

§ 9.6.2 Consultant and Owner understand that Owner is bound by the Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21 *et seq.* Consultant hereby agrees that it shall be obligated to assist Owner in retaining and timely producing records that are subject to Public Records Law upon any statutory request having been made. Except as otherwise authorized by Owner in writing, records that are subject to Public Records Law shall be maintained for a period of three years after expiration of this Agreement. In the event that Owner receives a request to disclose any Consultant information defined as "Confidential Information" or labeled as such by Consultant, Owner will promptly provide Consultant notice of the public records request to enable Consultant to resist any required disclosure and/or to obtain suitable protection regarding such required disclosure by Owner. In the event the designation of "Confidential Information" of such Consultant information is challenged by the requestor and Consultant resists disclosure by Owner, Consultant hereby agrees to

provide legal counsel or other necessary assistance to Owner to defend the designation of confidentiality and agrees to indemnify and hold Owner harmless for any costs or damages arising out of Owner's agreement to withhold such Consultant information from disclosure. Alternatively—or in the event Owner declines to resist a request to disclose any such document— Consultant may instead exercise itself any right available to it under the law to attempt to prevent disclosure by Owner.

§ 9.7 Counterparts, Facsimile or Electronic Signature. This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with applicable law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

§ 9.8 Equal Employment Opportunity. In accordance with Section 56.17 of the Milwaukee County Code of General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, Consultant certifies as to the following:

§ 9.8.1 Non-Discrimination

- .1 The Consultant shall not discriminate against an employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, or disability, marital status, family status, lawful source of income or status as a victim of domestic abuse, sexual assault or stalking, which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- .2 The Consultant shall post in conspicuous places, available to employees, notices to be provided by the County, setting forth provisions of non-discrimination clause.
- .3 A violation of this Section 10.11 shall be sufficient cause for Owner to terminate this Agreement without liability for uncompleted portion or for materials or services purchased or paid for by Consultant for use in completing this Agreement.

§ 9.8.2 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.

§ 9.8.3 Affirmative Action Plan

- .1 Consultant shall certify that if it has fifty (50) or more employees, a written affirmative action plan has been filed or will be developed and submitted (within 120 days of contract award) for each establishment. File current Affirmative Action plans, if required, with one of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit, 633 W. Wisconsin Avenue, 9th Floor, Milwaukee, Wisconsin 53203. If a current plan has been filed, indicate where filed « » and the year covered « ».
- .2 The Consultant shall require lower-tier subcontractors who have fifty (50) or more employees to establish similar written affirmative action plans.

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

§ 9.8.5 Consultant. Consultant shall certify that certifications regarding non-discrimination, affirmative action program, and non-segregated facilities have been obtained from proposed consultants that are directly related to contracts with the Owner, if any, prior to the award of contracts, and that such certification will be retained.

§ 9.8.6 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).

§ 9.8.7 Employees. Consultant shall certify that « » employees are in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee, and Washington, Wisconsin) and that it has « » employees in total.

§ 9.8.8 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.

§ 9.9 Consultant Services. Should Consultant find it necessary or advisable to employ consultants for performing services under this Agreement, the following shall apply:

§ 9.9.1 Consultant shall:

- .1 Be responsible for services performed by any consultants under this Agreement.
- .2 Be compensated for the cost of any consultants as provided under Payments (consultant compensation is included in the overall basic compensation total).

§ 9.9.2 Consultants employed shall be engaged in conformance with the following:

- .1 Obtain Owner's written approval for the hiring of each proposed consultant to be used in performance of the contractual obligations under this Agreement. Owner will indicate such approval and/or rejection on **Attachment J – Subconsultant Listing**.
- .2 Within five (5) days of the above approval, consultant shall execute **Attachment K – Subconsultant Compliance Certification**, binding consultant to the terms and conditions of this Agreement including the Audit and Inspection of Records requirements.
- .3 Owner will not approve as a consultant a person connected with a firm manufacturing, selling, or installing material or equipment that is or may be included in Project.
- .4 Approved consultants shall also complete **Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule** for potential additional services to be requested at a later date.

§ 9.9.3 Unless otherwise approved by Owner, Consultant shall not employ consultants within the Consultant's specialties, i.e. architectural design for architects, electrical for electrical engineers, HVAC for HVAC engineers, etc.

§ 9.9.4 Fees for consultants shall be compensated by Owner as billed to Consultant (there shall be no mark up for costs/fees billed by consultants).

§ 9.10 Compliance with Governmental Requirements. Evidence satisfactory compliance for Unemployment Compensation and Social Security Reporting as required by federal and state laws.

§ 9.11 Rights of access and audit. The Consultant, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Consultant related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Consultant. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Consultant and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

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

§ 9.13 Prohibited Practices

- .1 Consultant during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of Consultant, has a conflict of interest with Milwaukee County.
- .2 Consultant hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

§ 9.14 The Owner shall agree that the Consultant will not provide environmental reports or evaluations of existing conditions at the existing building with regards to hazardous materials and other environmental conditions that may or may not be prevalent at the existing building site including but not limited to the presence of asbestos, mold, hazardous waste or any and all other materials or conditions that may pose threat or danger to the owner and or his contractor, subcontractor employees and customers, residents, tenants, lender, or other.

§ 9.15 It is intended by the parties to this Agreement that the services provided in connection with the Project shall not subject the individual employees, officers, directors, owners, consultants to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and Consultant agrees that, any claim, demand or suit shall be directed and or asserted only against the company and not against any of the company's individual employees, officers, directors, owners, and consultants.

§ 9.16 Notice. All notices or other communications required or permitted to be given or made hereunder to either party shall be deemed to be so given or made when in writing via email, with a delivery confirmation, or delivered in person (with evidence of receipt) such as overnight courier services or sent by United States Registered or Certified Mail, Postage prepaid, or by Federal Express or other service providing proof of delivery, directed to the parties at the following addresses or to such other addresses as they may from time to time designate in writing:

If to the Owner:

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 << >>

And

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If to Consultant:

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Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

§ 9.17 Medicare Access to Books and Records. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this Agreement, the Consultant agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, the Consultant shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this Agreement, and books, documents and records of the Consultant that are necessary to certify the nature of the duties of this Agreement; and (b) if Consultant performs its services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to

such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of its duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

§ 9.18 Milwaukee County Contractor Code of Conduct

§ 9.18.1 The Contractor shall comply with the [Milwaukee County Contractor Code of Conduct](#). A failure to adhere to these requirements may result in contract termination, penalties, or other remedial actions as deemed necessary by Milwaukee County.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 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 may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« »

- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

« Attachment A – Request for Proposal »

« Attachment B – Consultant’s Proposal »

« Attachment C – Certificate of Insurance and Endorsements »

« Attachment D – Targeted Business Enterprise (TBE) Requirements »

« Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule »

« Attachment F – Guidelines for Reimbursable Expenses »

« Attachment G – Required Invoice Format »

« Attachment H – NOT USED »

« Attachment I – Record Documents »

« Attachment J – Subconsultant Listing Form »

« Attachment K – Subconsultant Compliance Certification »

« Attachment L – Consultant Agreement Closeout Checklist »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONSULTANT (Signature)

« »« »

(Printed name and title)



