

MKE/MWC RFQ – ON-CALL CIVIL ENGINEERING – ADDENDUM #1

08/24/2026

1.) ADDITIONS/REVISIONS TO RFQ document

- a. See attached redlined version of the RFQ document and attachment #3 for revisions. The sample consulting contract has been added to the end of the document.

2.) Add via Addendum #1: No pre-proposal meeting will be offered.

3.) RFQ QUESTION LOG

	Date Received	Question	Response Date	Response
1	08/19/2026	Will a voluntary pre-proposal meeting be offered?	08/21/2026	No pre-proposal meetings will be offered for this RFQ.
2	08/19/2026	Please provide the most recent Capital Improvement Program (CIP) for MKE & MWC.	08/21/2026	Refer to the link below for the Master Plan Update. You can also navigate through the “Airport Projects” section from either MKE’s or MWC’s website. https://www.mitchellairport.com/airport-information/airport-projects/master-plan-update
3	08/19/2026	Please provide additional information regarding the Targeted Business Enterprise (TBE) requirements.	08/21/2026	This information will be released after candidates are selected.

END OF ADDENDUM #1

MILWAUKEE COUNTY



Department of Administrative Services

**Airport Engineering
General Mitchell International Airport
5300 South Howell Ave.
Milwaukee, Wisconsin 53207**

REQUEST FOR QUALIFICATIONS FOR

**Professional Services/Airside Civil Engineering at
Milwaukee Mitchell International Airport (MKE) and Lawrence J.
Timmerman Airport (MWC)**

August 2026



To All Interested Consultants

Project: Engineering / Professional Services at Milwaukee Mitchell International Airport (MKE) and Lawrence J. Timmerman Airport (MWC)

Subject: REQUEST FOR QUALIFICATIONS (R.F.Q.)

Milwaukee County is requesting qualification statements for professional consulting services related to project management, design, and construction engineering services for airside facilities at Milwaukee Mitchell International Airport (MKE) and Lawrence J. Timmerman Airport (MWC). The technical expert(s) and design consultant(s) will serve as a designer for several upcoming projects and serve in an “on call” capacity to address pop up related work within Airside/Landside projects at Milwaukee Mitchell International Airport (MKE) and Lawrence J. Timmerman Airport (MWC). For projects that fall into the scope of this RFQ, Milwaukee County may submit a service order request to the selected consultant(s) for pricing. The specific scope of work and fee associated shall be negotiated on a project-by-project basis. After pricing is received and agreed upon, and the administrative award has been executed, the consultant(s) shall plan, design, bid and provide construction administrative services through the closeout of each project.

The consultant selection process and subsequent fee negotiation and contracting will follow the requirements of FAA AC 150/5100-14E.

Milwaukee County will select one or more on-call consulting teams to provide the services identified in this RFQ. The selected team shall negotiate scope and fees and enter into a contract with Milwaukee County for each separate project. Milwaukee County will deem the selected consultant(s) team qualified to perform these services for a period of three years from notice of selection with the opportunity to extend in one-year increments to a fourth, and fifth year if mutually agreeable by both parties. The work under contract by the qualified consultant may span multiple grants. Milwaukee County reserves the right to initiate additional procurement action for any of the services included in this RFQ. Consultants should anticipate one or more contracts for each project: design and construction

I. SCOPE OF CONSULTANT SERVICES

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

See Attachment 3 for a sample contract.

ROLE

The consultant will function as a contract member of the Airport staff and take directions from the Airport Engineering and other airport officials as designated. The Consultant will work in a collaborative manner to support (and lead if requested) the facilitation of capital projects or other related efforts. The Consultant will provide professional services that may include, but are not limited to environmental, engineering and construction administration and necessary staff to function in director, manager or staff level assignments.

PROJECT/MEETING PARTICIPATION

Milwaukee Mitchell International Airport □ 5300 South Howell Ave. □ Milwaukee, Wisconsin 53207

The Consultant will utilize a combination of in-person and virtual methods to participate in project activities. As requested or necessary, the Contractor will be present as requested (e.g., weekly) for regularly scheduled or impromptu project meetings and project coordination efforts. The Contractor will be available to conduct field visits or unscheduled meetings with 24-hour notice.

ANTICIPATED PROJECT TYPES

The Consultant may provide complete engineering design and construction management services for airport capital projects that may include, but not limited to:

- Airfield rehabilitation and reconstruction
- Taxiway and runway improvements
- ~~Parking structures~~ and parking facilities
- Utility replacement
- Airfield electrical improvements
- Fuel farm infrastructure
- Airport maintenance facilities
- General aviation improvements
- Environmental compliance projects
- Security infrastructure
- Asset management initiatives
- Sustainability projects
- GIS and technology implementation

I. GENERAL REQUIREMENTS

- i. Milwaukee County DAS- Architecture Engineering & Environmental Services Airport Engineering team, maintains a staff of project managers, engineers, technicians, and construction coordinators at Milwaukee Mitchell International Airport and Lawrence J. Timmerman Airport. The consulting team selected for work will supplement in-house capabilities in all aspects of project delivery. The amount of specific involvement will vary from project to project and task to task, to be negotiated for each project.
- ii. Specific areas of expertise required for this work include, but is not limited to:
 1. Project management that may include the control of all aspects of a project (scope, schedule, budget, and quality) including coordination with MKE project managers, FAA, WIS BOA, and other stakeholders.
 2. Construction engineer services that may include; field construction oversight, coordination with MKE field staff and other project stakeholders, set up and running project meetings, preparing daily inspections and logs, conducting field quantity measurements, reviewing work for compliance with contract documents; developing and processing and tracking payments, change orders, RFIs, CB, project closeout and other project documentation.
 3. Engineering design including data gathering and analysis, charter development, cost estimation, basis of design reporting, the ability to develop complete and accurate plans and specifications for bidding, familiarity and use and compliance with design AC150/5300-13B.
 4. Design related to all aspects of airfield pavement, rehabilitation, reconstruction, and demolition. This may include airfield electrical, NAVAID work, utility work,

site work, grading, pavement, airport hydrant fueling systems, airspace studies and FAA airspace analysis submittals and tracking.

5. Site investigation includes surveying, subsurface investigations, soil borings, materials testing, environmental investigation, etc.
6. Stormwater quality and quantity modeling and permitting.
7. Utility investigations, including televising, inspecting, and cleaning, storm and sanitary sewers.
8. Thorough understanding of FAA grant requirements and the Airport Improvement Program.
9. Use of project sustainability rating systems such as Envision and LEED.

iii. Governmental Contract Disclosure:

Milwaukee County Code of General Ordinances, Chapter 32, Section 40(5)(i) requires each proposer to identify **all current contracts** and **any contracts held within the preceding five (5) years with federal, state, local governmental entities**. The disclosure must include:

1. The name of the governmental entity
2. A general description of the services provided
3. The start and end dates of each contract

II. TENTATIVE SCHEDULE

MILESTONE	DATE
Issue A&E RFQ	08/10/2026
Questions Due	08/28/2026
Question Responses Due	09/04/2026
Proposals Due	09/14/2026
Selection Committee Complete Review of Submitted Proposals	09/23/2026
Notify Selected Consultant(s)	09/25/2026

*Note: All dates above are subject to substantial adjustments, at Milwaukee County's discretion, to accommodate budgetary constraints and grant timing.

III. SUBMISSION REQUIREMENTS: Qualification statements shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines (see Attachment 2) and include the following information:

- a. Cover Page: Include project name, project location, consultant's name, address, telephone number, e-mail address, date.
- b. Table of Contents: Include an identification of the material by section and page number.
- c. Letter of Transmittal: The name and description of the organization submitting the proposal briefly stating the proposer's understanding of the service to be provided.

- d. Description of the Organization: A description of the organization submitting the proposal. Include the name, size, legal status (corporation, partnership, etc.), professional registration/certification, major type of activity or areas of consulting.
- e. Description of the Organization's Experience Include a list of similar projects that the consultant has worked on during the past five years. Attach a separate sheet for each project, up to five projects maximum, giving a brief description of each project, details on the consultant's participation, and client reference and contact information.
- f. Description of Project Team/Resumes: Provide an organizational structure of the consultant's project team, including any subconsultants to be used for this project. Include the name of the Principal in Charge of this project along with the name, occupation and title of the Project Manager who will be the main point of contract for the client throughout the duration of the projects.

Provide a one-page resume for each key team member per Attachment 2 – Proposal Preparation, Submission, and Evaluation guidelines.

- g. Sub-Consultants: Indicate the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Also state their past experience in related work.
- h. Project Approach: Describe your approach to successfully delivering projects. Discuss how you plan to staff the project to efficiently complete the work effort. Provide a description of challenges you anticipate in these projects and how you propose to overcome them.
- i. OEI is Milwaukee County's certifying body for Targeted Business Enterprises (TBE).
No DBE participation goals have been assigned as part of this RFQ.
- j. Quality Control: Submit a one-page plan, specification, and contract document quality control plan. Quality control is to be performed by individuals not assigned to the project on an ongoing basis.
- k. Sustainability: In alignment with the MKE Sustainability Management Plan, Milwaukee County may choose to pursue Envision project evaluation possibly third-party verification of one or more of the projects. As part of your proposal, provide examples of your team's experience incorporating sustainability into projects. Highlight any specific experience you have with Envision.
- l. Governmental Contract Disclosure:
Milwaukee County Code of General Ordinances, Chapter 32, Section 40(5)(i) requires each proposer to identify **all current contracts and any contracts held within the preceding five (5) years with federal, state, local governmental entities**. The disclosure must include:
 - i. The name of the governmental entity
 - ii. A general description of the services provided

- iii. The start and end dates of each contract

IV. CONSULTANT SELECTION

- a. The evaluation team will be made up of four to seven individuals with technical knowledge of the requirements and familiarity with the projects.

The project manager will post this RFQ, as well as any other information related to this project, to the following Milwaukee County website:

<https://county.milwaukee.gov/EN/Admin-Services/Bids-and-RFPs>

The consultant should consider information on this website to be part of the official RFQ. Please check the site frequently. To allow time for proposal preparation, Milwaukee County will not post anything new within two days of the proposal due date.

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

V. GENERAL REQUIREMENTS

- a. The selected consultant and/or any contractor affiliated with the prime consultant shall be prohibited from submitting bids in the construction bidding process for this project.
- b. Selected consultant shall follow Milwaukee County Code of Ethics as follows: No person(s) with a personal financial interest in the approval or denial of a Contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that Contract during its consideration. Contract consideration shall begin when a Contract is submitted directly to a County department or to an agency until the Contract has reached final disposition, including adoption, County Executive action, proceeding on veto (if necessary) or departmental approval.
- c. The selected consultant must be an Equal Opportunity Employer.
- d. The proposal shall conform with all attached documents. All qualification statements should use this RFQ, its attachments, and any documents posted on the above bidding website, as the sole basis for the proposal. The issuance of a written addendum is the only official method through which interpretation, clarification or additional information will be given.
- e. All costs for preparing a proposal, attending the selection interview if required, or supplying additional information requested by Milwaukee County is the sole responsibility of the submitting party. Material submitted will not be returned.
- f. The qualifications statements must be submitted as in a single bound 8-1/2" x 11" document (6 copies). Additional emailed PDF copies of the qualification statements are welcome, but 6 paper copies are required.

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

Submit 6 copies of the qualification statements, sealed in an envelope or equivalent, no later than 09/14/2026 by 12pm noon. In addition to the required paper copies, the consultant can email an electronic copy of their qualification statements to kamegashitsi@mitchellairport.com.

The qualification statements shall be addressed and submitted to:

Kwame Amegashitsi, PE
Principal – Airport Eng.
C/O Airport Engineering
5300 South Howell Ave.
Milwaukee, WI 53207

Please direct any questions about this RFQ to Kwame Amegashitsi at 414-374-3965 or kamegashitsi@mitchellairport.com.

Sincerely,

Principal – Airport Engineering

Appendices:

- Attachment 1: Proposal Preparation, Submission and Evaluation
- Attachment 2: TBE Forms
- Attachment 3: Sample Consulting Contract

cc:

- Director of Airport Operations and Maintenance, Spencer Langhart
- Director of Airport Project Management, Justin Weiss
- Director of Architecture, Engineering & Environmental Services, Anthony Raab
- Director of Milwaukee County Facilities Management, Sean Hayes
- Director of Milwaukee County CBDP, Lamont Robinson
- FAA CHI-ADO Program Manager, Chad Oliver

ATTACHMENT 1

PROPOSAL PREPARATION, SUBMISSION AND EVALUATION GUIDELINES

PROPOSAL PREPARATION, SUBMISSION & EVALUATION

I. Explanation to Prospective Offerors

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

II. Complete Qualification Statements

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

III. Unnecessarily Elaborate Qualification Statements

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.

IV. Retention of Qualification Statements

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

V. Examination of Qualification Statements

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

VI. Legal Status of Offeror

Each offeror must provide the following information in its proposal:

- a. Name of the offeror;
- b. Whether offeror is a corporation, joint venture, partnership (including type of partnership), or individual;
- c. Copy of any current license, registration, or certification to transact business in the State of Wisconsin if required by law to obtain such license, registration, or certification. If the offeror is a corporation or limited partnership and does not provide a copy of its license registration, or certification to transact business in the State of Wisconsin, the offeror shall certify its intent to obtain the necessary license,

registration or certification prior to contract award or its exemption from such requirements; and

- d. Copies of any current license, registration or certification required in RFQ;
- e. If the offeror is a partnership or joint venture, names of general partners or joint venturers.

VII. Organization of Offeror

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

VIII. Offerors Authorized Agent

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

IX. Price Schedule Submission

Do not submit prices with this RFQ. Scope and fees are to be negotiated per AC 150/5100-14E Change 1 for each project separately after the qualified consultant is selected.

X. Certification and Representations

Offerors shall return with their qualification statements, resumes and any other documents as may be requested in the RFQ.

XIII. Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to this solicitation within their proposal.

XIV. Late Proposals and Modifications and Withdrawals of Proposals

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

XV. Proposal Evaluation Criteria

The following is a list of general criteria which will be used to evaluate the proposals (Out of a total of 100%):

- a. Quality and responsiveness to the RFQ. Weight: 5%
- b. Project approach and understanding, including strategy to perform requested work. Weight: 45% Total.
 - 1) Project approach, understanding and strategy to perform the work: 40%
 - 2) Description of challenges anticipated in these projects and strategy to overcome them: 5%

- c. Qualifications and experience of proposed project manager and team, including sub consultants. Weight: 50% Total.

- 1) Qualifications and experience of team on past projects of similar scale and scope including similar 'on call' type services: 25%
- 2) Qualifications and experience of lead project manager(s) / main point(s) of contact to be assigned to the project teams throughout the life of the projects identified on Table 1: 10%
- 3) Qualifications and experience of project team members and sub consultants: 10%
- 4) Consulting team project sustainability experience: 5%

XVI. Staffing

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

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

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

Offeror shall provide the following information for every resume:

- Full name
- Title and areas of specialty
- Affiliation (that is, staff of offeror or subconsultant)
- Experience directly related to the proposed project
- Education/Training
- Resumes shall be included for all key personnel expected to work on the project. Only resumes of staff or subconsultant staff employed by or under contract with the firm as of the date of proposal submission are to be included.

ATTACHMENT 2

TARGETED BUSINESS ENTERPRISE (TBE) CONSULTANT TEAM MEMBER TBE STATUS FORM

Engineering / Professional Services at Milwaukee Mitchell International Airport (MKE)

CONSULTANT TEAM MEMBERS

		CERTIFICATION STATUS	
Firm's Name	Address	TBE	NONE

#Check applicable certification status boxes. Submit this form with proposal.

ATTACHMENT 3

SAMPLE CONSULTING CONTRACT

DRAFT AIA® Document B121™ – 2018

Standard Form of Master Agreement Between Owner and Consultant for Services provided under multiple Service Orders

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)

« »
« »
« »
« »

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

« »
« »
« »
« »

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 Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™-2018, Service Order for use with Master Agreement Between Owner and Architect

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	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	SERVICE ORDERS
3	CONSULTANT'S RESPONSIBILITIES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COPYRIGHTS AND LICENSES
7	CLAIMS AND DISPUTES
8	TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
9	COMPENSATION
10	MISCELLANEOUS PROVISIONS
11	SPECIAL TERMS AND CONDITIONS
12	SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for three (3) years after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

§ 1.3 This Master Agreement will renew on an annual basis, , after the three (3) year period, for a period not to exceed two (2) additional years on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least sixty (60) days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

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§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Consultant identifies the following representative authorized to act on the Consultant's behalf with respect to this Master Agreement:

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§ 1.5.1 In each Service Order, the Consultant will identify a representative authorized to act on behalf of the Consultant with respect to the Service Order. . Consultant agrees that representative, as set forth in the Service Order, shall not be removed from his responsibilities on the Project without the written consent of Owner, except in the event of his death, disability or departure from the employ of Consultant. In the event, however, that if the named individual should become unavailable to serve as in his noted capacity, any subsequent person selected by Consultant for this Project must be approved by Owner.

§ 1.5.2 The Consultant acknowledges that Owner may retain an independent party to assist Owner during the Project and to serve as "Owner's Representative", with respect to the Project. The Consultant shall cooperate and work with Owner's Representative designated by the Owner.

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

§ 1.7 If requested by the Owner, the Consultant shall endeavor to specify or provide sustainable design materials that are preapproved by Owner to insure the promotion of green environments when appropriate. Through the Schematic Design Phase, Consultant shall identify alternatives and provide cost inputs that would allow the Project to meet LEED Silver criteria. If the Owner identifies a Sustainable Objective within a Service Order, the Owner and Consultant shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, or similar document agreed by the parties, into the Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017, or similar document agreed by the parties, is incorporated into the Agreement, the Owner and Consultant shall incorporate the completed E204-2017, or similar document agreed by the parties, into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.8 Consultant hereby represents, and certifies to Owner that Consultant is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that Consultant will visit the site for the Project as defined in the Service Order and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed; and that Consultant will correlate its observations of same with all of the requirements of this Agreement and shall correlate its observations of same with the Construction Contract Documents.

§ 1.9 Consultant hereby represents and warrants to Owner the following:

§ 1.9.1 That Consultant is authorized to do business in the State of Wisconsin and properly licensed/registered by all necessary governmental and public and quasi-public authorities having jurisdiction over him and the services required hereunder and the Project itself.

§ 1.9.2 That Consultant's execution of this Agreement and its performance thereof is within its duly authorized powers.

§ 1.9.3 Consultant agrees said representations and warranties in this Section 1.9 shall survive the execution and delivery of this Agreement.

§ 1.10 The Owner and the Consultant shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.11 The Contract Documents are intended to be complementary and what is required by one is required by all. To the extent that any provision of the Contract Documents directly conflicts with this Agreement, the terms of this Agreement shall control.

§ 1.12 The Consultant shall be professionally responsible for Services performed under this Agreement. The Consultant may not subcontract out any portion of its duties or responsibilities to any other party except with the express written approval of the Owner. The authorization, if any, to subcontract any duties or responsibilities shall not relieve the Consultant of professional or contractual responsibility for any Services performed or delivered under this Agreement.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Consultant may decline to accept any Service Order issued by the Owner.

§ 2.3 The Consultant shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Consultant may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Consultant's Services; state the Consultant's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 CONSULTANT'S RESPONSIBILITIES

§ 3.1 Time is of the essence for all of Consultant's services. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants 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 services provided pursuant to a Service Agreement and in such manner so that no aspect of the most current Project Schedule approved by Owner is delayed, unless delay is caused by circumstances beyond the Consultant's control.

§ 3.2 Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Consultant shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Consultant normally maintains, the Owner shall pay the Consultant as set forth in Section 9.4.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 [Intentionally Deleted]

.2 [Intentionally Deleted]

.3 [Intentionally Deleted]

.4 [Intentionally Deleted]

§ 3.3.5 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 Owner's Risk Manager. Furnish acceptable proof of such coverage to the Owner's Risk Manager prior to services commenced under this Agreement.

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

<u>Type of Coverage</u>	<u>Minimum Limits</u>
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 3.3.6 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.

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

§ 3.3.8 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.

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

§ 3.3.10 Professional Liability – Additional Provisions

§ 3.3.10.1 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.

§ 3.3.10.2 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.

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

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

§ 3.3.10.5 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.

§ 3.3.10.6 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.

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

§ 3.3.11 Insurance exceeding the requirements set forth in section 3.3, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 3.3.12 Upon any material change or renewal of any such policy, the Consultant shall furnish to Owner the certificates of insurance evidencing the above coverage by insurance companies reasonably satisfactory to Owner. Said policies shall provide that they cannot be modified or cancelled without at least thirty (30) days prior written notice to the Owner. The Consultant shall be responsible for all deductibles.

§ 3.3.13 All policies required, except professional Liability Insurance and Workers Compensation Insurance, shall be endorsed to include waivers of subrogation in favor of the Owner to the extent permitted by the Consultant's insurance company.

§ 3.3.14 Any type of insurance or any increase in limits of liability not described in this Agreement that the Consultant requires for its own protection or on account of any statute, rule or regulation, shall be its own responsibility and at its own expense.

§ 3.3.15 The carrying of any insurance required by this Agreement shall in no way be interpreted as relieving the Consultant of any other responsibility under this Agreement or any applicable law, statute, rule, regulation or order.

§ 3.3.16 Consultant's subconsultants, agents and subcontractors, if any shall be required to maintain policies in compliance with this Article 3, unless otherwise approved in writing by the Owner. The Consultant's required certification of insurance and endorsements is included as **Attachment C**.

§ 3.4 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Consultant shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's 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.

§ 3.5 The Consultant shall not be responsible for an Owner's directive or substitution made without the Consultant's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Consultant may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to (a) any negligent error or omission of the Consultant or Consultant's subconsultants; (b) any breach of this Agreement by the Consultant; or (c) uncertainties or errors in the

Contract Documents. Any Additional Services provided in accordance with this Section 4.1 shall entitle the Consultant to compensation pursuant to Section 9.3 at hourly billing rates.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, and provided such additional services are not the result of a) any negligent error or omission of the Consultant or Consultant's subconsultants; (b) any breach of this Agreement by the Consultant; or (c) uncertainties or errors in the Contract Documents, as they relate to the services provided pursuant to the Service Order, the Consultant shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide the following Additional Services until the Consultant receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients unless required in **Attachment A – Request for Proposal**;
- .6 Preparation of design and documentation for significant alternate bid or proposal requests proposed by the Owner;
- .7 [Intentionally Deleted]
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Consultant is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- .11 Assistance to the Initial Decision Maker, if other than the Consultant.

§ 4.3 Duties, responsibilities and limitations of authority of the Consultant under Article 3 shall not be restricted, modified or extended without written agreement of the Owner and Consultant with consent of the Contractor, which consent will not be unreasonably withheld.

§ 4.4 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 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Consultant. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 Except as otherwise provided in this Agreement, the Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement. This term shall not create a duty on part of the Owner to provide such services for the benefit of any other Project team member.

§ 5.5 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.

§ 5.6 Within fifteen (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.

§ 5.7 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Consultant's consultants through the Consultant about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Consultant of any direct communications that may affect the Consultant's services.

§ 5.8 The Owner shall provide the Consultant access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Consultant access to the Work wherever it is in preparation or progress.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 [Intentionally Deleted]

§ 6.2 [Intentionally Deleted]

§ 6.3 [Intentionally Deleted]

§ 6.3.1 [Intentionally Deleted]

§ 6.4 [Intentionally Deleted]

§ 6.5 [Intentionally Deleted]

§ 6.6 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.

§ 6.7 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.

§ 6.8 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 the 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 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Consultant shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Consultant completes its services under the Service Agreement. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 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 as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction. 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.

§ 7.1.3 [Intentionally Deleted]

§ 7.1.4 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.

§ 7.2 Informal Dispute Resolution and Mediation

§ 7.2.1 Prior to Mediation, principals from the Owner and Consultant, not directly involved in the day-to-day management of the Project shall meet to resolve any disputes in an equitable manner. This meeting shall occur within ten (10) days of the time that one of the parties provides notification to the other party of necessity of such meeting. If the claim, dispute or other matter is not resolved through this method within ten (10) days of the meeting, then, any claim, dispute or other matter in question arising out of or related to a Service 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.

§ 7.2.2 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 this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master 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.

§ 7.2.3 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.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[☐] Arbitration pursuant to Section 7.3 of this Master Agreement

[« »] Litigation in a court of competent jurisdiction

[« X »] Other: *(Specify)*

« Litigation or arbitration as decided by Owner, acting in its sole and absolute discretion, when the dispute arises. If chosen, litigation to be held in the Circuit Court of Milwaukee County, WI »

§ 7.3 Arbitration

§ 7.3.1 If the Owner has selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service 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 Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 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.

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

§ 7.3.3 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.

§ 7.3.4 Consolidation or Joinder [Intentionally Deleted]

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Consultant in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Consultant's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. 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 Owner shall pay the Consultant 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 may be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Consultant shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement 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.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate the Service Agreement by giving not less than seven (7) days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven (7) days' written notice to the Consultant for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Consultant's termination of consultant agreements.

§ 8.7 [Intentionally Deleted] § 8.8 [Intentionally Deleted]

§ 8.9 The Owner's rights to use the Consultant's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Consultant for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Consultant and the Consultant's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's consultants' normal review practices.

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

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

Employee or Category

Rate (\$0.00)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Consultant for approved Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« 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).

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.

»

§ 9.4 Compensation for Reimbursable Expenses

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

.1 [Intentionally Deleted].2 [Intentionally Deleted].3 [Intentionally Deleted].4 [Intentionally Deleted].5 [Intentionally Deleted].6 [Intentionally Deleted].7 [Intentionally Deleted].8 [Intentionally Deleted].9 [Intentionally Deleted].10 [Intentionally Deleted].11 [Intentionally Deleted]

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant and the Consultant's consultants plus « zero » percent (« 0 » %) of the expenses incurred as set forth **Attachment F – Guidelines for Reimbursable Expenses**.

§ 9.4.3 [Intentionally Deleted]

§ 9.5 Payments to the Consultant

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed as set forth in **Attachment G – Required Invoice Format**. Payments are due and payable upon 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. 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. »

§ 9.5.1.2 [Intentionally Deleted]

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided as set forth in **Attachment G – Required Invoice Format**.

§ 9.5.1.4 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.

§ 9.5.1.5 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 sub-consultants. Sub-consultants 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 sub-consultant, 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 sub-consultants, including both TBE/DBE and non-TBE/DBE firms.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement, in all instances and regardless of the jurisdiction, forum, court, or other tribunal shall be governed and interpreted in accordance with the laws of the State of Wisconsin. Exclusive Jurisdiction and venue for any dispute relating to this Agreement shall reside in the Circuit Court of Milwaukee County, WI. The parties agree and expressly consent to the exercise of personal jurisdiction in said court in connection with such dispute.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. The Owner reserves the right to assign the Contract or Service Order without written consent of the other Party, provided that the assigned entity assumes the Owner's rights and obligations under the Contract Documents. The Consultant shall execute all consents reasonably required to facilitate such assignment. No assignment by the Consultant shall be binding on the Owner without written consent and agreement of the Owner.

§ 10.4 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 the Service 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 the Service Agreement.

§ 10.5 Unless otherwise required in a Service 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.

§ 10.6 With the Owner's prior written approval, the Consultant shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Projects to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Consultant or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such 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. The Party receiving such information may also disclose it 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 such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties use (1) AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or (2) another format as proposed in Attachment B – Consultant's Design Proposal and agreed by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in (1) AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or (2) another format as proposed in Attachment B – Consultant's Design Proposal and agreed by the parties, and the requisite (1) AIA Document G202™–2013, Project Building Information Modeling Protocol Form or (2) another format as proposed in Attachment B – Consultant's Design Proposal and agreed by the parties, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 10.10 ACCOUNTING RECORDS; RIGHT TO AUDIT

§ 10.10.1 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.

§ 10.10.2 Regardless of the time when the audit is conducted, and in conjunction with section 10.10.1, if the audit determines overcharges by Consultant, Consultant shall repay Owner the amount of said overcharges.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master 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 Master Agreement may be amended only by written instrument signed by both the Owner and Consultant.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Consultant
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Master Agreement.)

« »

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

« Attachment A – Request for Qualifications »

« Attachment B – Consultant’s Statement of Qualifications »
« 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 – Guideline for Reimbursable Expenses »
« Attachment G – Required Invoice Format »
« Attachment H – NOT USED »
« Attachment I –NOT USED »
« Attachment J – NOT USED »
« Attachment K – NOT USED »
« Attachment L –NOT USED»

- .4** Other documents:
(List other documents, if any, forming part of the Master Agreement.)

« »

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

OWNER *(Signature)*

« »« »

(Printed name and title)

CONSULTANT *(Signature)*

« »« »

(Printed name, title, and license number, if required)