MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES

FACILITIES MANAGEMENT DIVISION

CONSULTANT AGREEMENT

FOR

PROFESSIONAL SERVICES

Compensation Based on

Stipulated Sum (Lump Sum)

(For Studies, Analysis and Reports)

TYPE "D" AGREEMENT

PROJECT TITLE: MCDOT Fleet Management Building Solar PV System

PROJECT LOCATION: _____

PROJECT NO.: WY085401

Agency _____ Org. No. _____ Object No. _____

Project Code _____ Activity _____ Function _____

Category _____

Consultant Firm: _____

Address: _____

_____

(City) (State) (Zip Code)

Phone No. _____ Fax No. _____

Email: _____

Type of Services: _____

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

_____

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

1. GENERAL CONSULTANT

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

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

_____ is the designated principal.

2. PROJECT SCOPE

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

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

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

.1 _____

.2 _____

.3 _____

.4 _____

.5 _____

.6 _____

.7 _____

3. BASIC SERVICES

Services shall be furnished by the CONSULTANT for performance of the following as may be requested in the RFP and the Scope of Work. Basic Services shall include all work described

herein except as more specifically described, required, added or modified by the RFP, Scope of Work and Addenda.

3.1 General Consultant Services

3.1.1 Conferences with OWNER, Users, Prime Contractors and subcontractors required to review and resolve questions regarding the Project.

3.1.2 When requested by OWNER, the CONSULTANT shall attend presentations and appearances before public bodies with OWNER to discuss details, to comment, to recommend, to give progress reports, and to obtain approvals.

3.1.3 **Cost Control:** The budget established by the OWNER for the construction of the Project and CONSULTANT fee shall be considered as absolute. The CONSULTANT shall advise OWNER in writing of the following:

.1 If directives or actions of OWNER increase the scope or cost of the Project or are considered by CONSULTANT to constitute Additional Services under this Agreement.

.2 If CONSULTANT becomes aware that current market conditions have changed sufficiently to preclude construction within the limits of the approved budget.

3.1.4 The CONSULTANT shall recommend to OWNER the obtaining of such investigations, surveys, tests, analyses, and reports as may be necessary for proper execution of CONSULTANT's services.

3.1.5 CONSULTANT shall comply with Wisconsin Laws pertaining to registered architects and engineers, and federal, state, and local laws, codes, and regulations relating to responsibilities in design and administration of this Agreement.

3.2 Performance Time

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

.1 _____

.2 _____

.3 _____

.4 _____

The schedule shall show each phase of the Project in working days, including review times, and, if required, sub-schedules to define critical portions of schedule. The schedule shall be mutually acceptable to CONSULTANT and OWNER and, at a minimum, shall be consistent with the completion dates included in Paragraph 2.1.2.

3.3 Record Documents

See **Attachment "H"**.

3.4 Subconsultant Services

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

3.4.1 CONSULTANT shall:

.1 Be responsible for services performed by any subconsultants under this Agreement.

.2 Be compensated for the cost of any subconsultants as provided under Payments (subconsultant compensation is included in the overall basic compensation total).

3.4.2 Subconsultants employed shall be engaged in conformance with the following:

.1 Obtain OWNER's written approval for the hiring of each proposed subconsultant to be used in performance of the contractual obligations under this Agreement. Milwaukee County's Project Manager will indicate such approval and/or rejection on **Attachment "I".**

.2 Within five (5) days of the above approval, subconsultant shall execute **Attachment "J"**, binding subconsultant to the terms and conditions of this Agreement including the Audit and Inspection of Records requirements.

.3 Milwaukee County will not approve as a subconsultant a person connected with a firm manufacturing, selling, or installing material or equipment that is or may be included in Project.

.4 Approved subconsultants shall also complete **Attachment "B"** (Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule) for potential additional services to be requested at a later date.

3.4.3 Unless otherwise approved by OWNER, CONSULTANT shall not employ subconsultants within the CONSULTANT's specialties, i.e. architectural design for architects, electrical for electrical engineers, HVAC for HVAC engineers, etc.

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

3.5 Additional Services

Based on hourly service rates (see **Attachment "B"**).

Services described in this Section are not included in Basic Services, and shall be paid by OWNER in addition to compensation for Basic Services. The services described under this Section shall only be provided if authorized in writing by the OWNER following a mutual agreement of the scope of the additional services and negotiation of a fair and reasonable actual cost "not-to exceed" fee.

3.5.1 If OWNER and CONSULTANT agree that the performance of this Agreement requires representation at the construction site in addition to that described in Paragraph 3.6.2, then CONSULTANT shall provide one or more Project Representatives to assist in carrying out of such additional on-site responsibilities.

.1 Through the observations by such Project Representatives, the CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in work, but furnishing such project representation shall not modify rights, responsibilities or obligations of CONSULTANT as described elsewhere in this Agreement.

3.5.2 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 The result of a change by OWNER from a previous instruction or approval given by the OWNER, including revisions made necessary by adjustments in OWNER's program or Project budget;

.2 Required by enactment or revision of codes, laws or regulations subsequent to preparation of such documents; or

.3 Due to changes required as a result of OWNER's failure to render decisions in a timely manner.

3.5.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, OWNER's schedule or method of bidding and contracting for construction.

3.5.4 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.5.5 Providing services made necessary by the default of a contractor, by major defects or deficiencies in the work of a contractor, or by the failure of performance of either the OWNER or a contractor under contract for construction.

3.5.6 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where CONSULTANT is party thereto or as exempted by Paragraph 4.3.1.

3.5.7 Providing services to apply for and obtain code variances, if necessary.

3.5.8 Provide an inventory and placement of OWNER's existing furniture and equipment.

3.5.9 Providing other services as requested by the OWNER.

3.6 Reimbursable Expenses

See **Attachment "C"** for specific description of reimbursable expenses. Reimbursable expenses are limited to those not included in the CONSULTANTs and/or subconsultants' "Overhead Factor".

3.6.1 The allowance for all reimbursables for the project shall not exceed _____

_____ Dollars. ($ _____).

4. COMPENSATION (applicable to both CONSULTANT and subconsultants)

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

4.1.1 The Basic Services Compensation Total including reimbursable expenses for the project for the CONSULTANT including all subconsultants shall be the "Stipulated" sum of _____ Dollars.

4.2 Additional Services Rate Itemization

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

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

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

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

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

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

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

4.3 Payment for Approved Additional Services

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

4.3.1 Non-Reimbursable Costs and Services

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

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

5. PAYMENTS

Payments to CONSULTANT for services shall be made as follows:

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

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

5.2 Monthly Invoices and Retainage

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

5.3 Progress Payment limitations

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

Phase 1: _____ Percent ( )

Phase 2: _____ Percent ( )

Phase 3: _____ Percent ( )

Phase 4: _____ Percent ( )

5.4 Final Payment

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

.1 OWNER is in receipt of CONSULTANT's signed Certification of Substantial Completion (A.I.A. Document G704) in conformance with Contract Documents (for each contract).

.2 OWNER is in receipt of "Record Documents".

.3 OWNER is in receipt of CONSULTANT's invoice labeled "Final Billing".

.4 OWNER has determined that CONSULTANT has performed the obligations under this Agreement.

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

5.4.3 Upon notification from OWNER to the CONSULTANT that the obligations under this Agreement have been completed, the CONSULTANT shall within thirty (30) calendar days submit for payment a final invoice for any remaining unpaid charges. Should the CONSULTANT fail to respond within the thirty (30) days, the OWNER will assume no additional charges have been incurred. OWNER will transmit to CONSULTANT notice of termination of this Agreement with a check for any remaining retainage.

6. DISPUTE RESOLUTION

6.1 Claims, disputes and other matters in question between the CONSULTANT and the OWNER arising out of or relating to the Agreement or breach thereof, which cannot be resolved through negotiation between the parties, shall be subject to and decided at the sole discretion of the OWNER, either by the process and procedures set forth in Article 6 of AIA Document 8901, Part 1, (1996 edition, not bound herein) Dispute Resolution - Mediation and Arbitration or in a court of law.

6.2 Any mediation or arbitration conducted under this Agreement shall take place in Milwaukee, Wisconsin, unless an alternative location is chosen by mutual agreement of the Parties. The exclusive venue for any cause of action brought in relation to this Agreement shall be Milwaukee County Circuit Court, Milwaukee, Wisconsin.

7. CONSULTANTS RESPONSIBILITY

7.1 Insurance & Proof of Financial Responsibility for Claims

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

7.1.2 Provide evidence of the following coverage and minimum amounts.

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation	Statutory (Waiver of 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	$2,000,000 Per Occurrence
(Refer to paragraph 7.2 for additional conditions)	
Environmental Impairment Insurance	$1,000,000 Aggregate minimum

	(Unless not required)
Automobile Liability	(Name the OWNER as an Additional Insured in the automobile policy by endorsement)
Bodily Injury & Property Damage All Autos	$1,000,000 Per Accident

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

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

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

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

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

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

7.2 Professional Liability - Additional Provisions

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

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

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

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

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

7.2.6 Deviations and waivers may be requested in writing based on market conditions to OWNER's

Risk Manager. Approval shall be given in writing of any acceptable deviation or waiver to the CONSULTANT prior to the CONSULTANT effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the CONSULTANT.

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

7.3 Compliance with Governmental Requirements

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

7.4 Indemnity

Each party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the other party, and its agents, officers and employees, from and against all loss and expenses including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this Agreement. Each party shall further indemnify the other from, and defend against, any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) sexual discrimination or harassment, (3) any personal injury (including death) received or sustained by any employee of either party, its subcontractors, agents, or invitees for any reason not covered by workers compensation, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent, or otherwise, to the extend caused by a party or its employees. Milwaukee County's liability shall be limited by Wisconsin State Statutes § 345.05(3) for automobile and § 893.80(3) for general liability.

7.5 Conflict of Interest

7.5.1 CONSULTANT shall not specify, recommend, nor commit OWNER to purchase or install material or equipment from an entity with which CONSULTANT has financial or ownership interest without obtaining prior approval.

7.6 Cost and Scheduling

See **Attachment "G"** - Cost & Scheduling Systems Requirements.

The CONSULTANT shall prepare for inclusion with **Attachment "A"** a "Scope of Work and Budget" spreadsheet that is intended to represent the CONSULTANT's work plan, estimates of cost by task, and the consequent development of the "Not-To-Exceed" compensation totals for each service provided. The Spreadsheet shall identify all scheduled project tasks, assigned staff and firm, estimated labor hours for each staff by task, the cost per hour for each, reimbursable expenses, and total cost for each staff by task. Reimbursable expenses shall be totaled to correspond with each allowance indicated in Section 3. Additional columns on the spreadsheet shall provide a breakdown of project cost by CONSULTANT and subconsultant.

If specifically requested by OWNER, the spreadsheet shall also contain the direct salary rate per hour, overhead rate and profit for each staff and columns shall be totaled to identify the direct labor, overhead, and profit breakdown of each Basic Services Compensation Total indicated in Section 4 of this Agreement.

Concurrent with each monthly invoice the CONSULTANT shall submit an "Earned Value"

spreadsheet in the same format as described above. This spreadsheet shall identify project cost and value earned through the date of each invoice. A pay application will not be accepted for payment processing without an appropriate and accurate identification of earned value on this spreadsheet. Each "Earned Value" spreadsheet shall correspond and agree with the project schedule updates required in **Attachment "G"**.

8. OWNERS RESPONSIBILITIES

8.1 OWNER will provide information regarding the requirements for the Project which will set forth OWNER's objectives, schedule, constraints and criteria.

8.2 OWNER will designate a representative authorized to act on the OWNER's behalf with respect to the Project. The OWNER or such authorized representative shall render, in a timely manner, decisions pertaining to documents submitted by the CONSULTANT.

8.3 OWNER will furnish surveys required by the Project, and not otherwise provided in the CONSULTANTS proposal, describing physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. Surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; utility services and lines, both public and private, above and below grade, including inverts and depths. Survey information will be referenced to the project benchmark.

8.4 OWNER will furnish the services of geotechnical engineers when such services are requested by the CONSULTANT.

8.5 OWNER will furnish structural, mechanical, and other laboratory and environmental tests, required by law or the Contract Documents.

8.6 OWNER will give prompt written notice to CONSULTANT if OWNER becomes aware of a fault or defect in the Project or CONSULTANT's nonconformance with the Contract Documents.

8.7 OWNER will utilize a consultant grading procedure for CONSULTANT's performance on each Milwaukee County project. The Project Manager will grade CONSULTANT's performance and share preliminary grading with the CONSULTANT. CONSULTANT will have an opportunity to review and comment on the performance report. The final report along with CONSULTANT comments will become part of the Project file and will also be added to a database tabulating all such performance ratings (see **Attachment "K"**).

9. COUNTY RIGHTS OF ACCESS AND AUDIT

9.1 The Contractor, Lessee, or other party to the contract, 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 Contractor, Lessee, or other party to the contract, 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 Contractor. 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 Contractor, Lessee, or other party to the contract, 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. OWNERSHIP OF DOCUMENTS

10.1 Upon completion of the Project or upon termination of this Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that CONSULTANT has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by CONSULTANT under this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the OWNER (see **Attachment "H"**).

No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY

11.1 In accordance with Section 56.17 of the Milwaukee County Code of General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, CONSULTANT certifies as to the following:

11.1.1 Non-Discrimination

.1 The CONSULTANT shall not discriminate against an employee or applicant for employment because of race, color, national origin 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 11 shall be sufficient cause for OWNER to terminate this Agreement without liability for uncompleted portion or for materials or services purchased or paid for by CONSULTANT for use in completing this Agreement.

11.1.2 Affirmative Action Program

.1 CONSULTANT shall strive to implement principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the use of women, minorities, and persons with disabilities and other protected groups, at all levels

of employment in all divisions of CONSULTANT's work force, where these groups may have been previously under-used and under-represented.

.2 In the event of dispute of compliance with these requirements, CONSULTANT shall be responsible for showing that the requirements have been met.

11.1.3 Affirmative Action Plan

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

11.1.4 Non-Segregated Facilities

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

11.1.5 Subconsultants

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

11.1.6 Reporting Requirement

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

11.1.7 Employees

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

11.1.8 Compliance

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

12. TERMINATION OF AGREEMENT

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

12.2 This Agreement may be terminated by the OWNER without cause upon at least seven (7) days

written notice to CONSULTANT.

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

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

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

13. SUCCESSORS AND ASSIGNS

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

14. APPLICABLE LAW

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

15. INDEPENDENT CONTRACTOR

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

16. PROHIBITED PRACTICES

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

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

17. EXTENT OF AGREEMENT

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

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

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

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 17%. 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.

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 CBDP 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.

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTR ATIVE 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 "B-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:

As of: _____, 20____

_____
Signature

_____
Title

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

Date: _____

_____
Signature

_____
Title

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

Overhead Rate = _____ **(Without Profit)**

_____does not have an audit-certified
(Name of Firm)

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

_____
(Accounting Practice Used)

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

Signature: _____ Date: _____

Title: _____

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

GUIDELINES FOR REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES FACILITIES MANAGEMENT DIVISION

INVOICE FOR CONSULTING SERVICES INVOICE # _____
(Lump Sum Contract Form)

DATE: _____

PROJECT TITLE: _____

_____

PROJECT NO.: _____

CONSULTANT: _____

SERVICES FOR THE MONTH ENDING: _____

_____

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

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

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

TOTAL THIS MONTH:

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

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

Approved for Billing:

_____
Consultant

_____
Signature

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

_____
Signature

_____
Title

_____
Date

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
Program, Master Plan							
Schematic Des							
Design Dev.							
Contract Doc.							
Bidding							
Const. Admin.							
Subtotal							
Reimbursables (Itemized)	$			N.A.		N.A.	
Subtotal							
Additional Services (Itemized) INCR.	$						
Subtotal							
Totals							

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

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

INVOICE #_____

Fee 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

TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing the Milwaukee County Target Enterprise (MCTE) Ordinance for inclusion of small business. Target firms include DBE firms certified under the Wisconsin Unified Certification Program following Federal regulations, WBE and MBE certifications from the State of Wisconsin DOA, SBE firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory.

Targeted Business Enterprise (TBE) participation goal for this RFP is 17%. To be considered for this project, you must submit a *Subcontractor/Sub-consultant/Supplier Information Sheet* (TBE-02) with your Proposal listing all sub-consultants as well as signed *Commitment to Contract with TBE* (TBE-14) forms, one for each of the TBE firms included to meet participation. TBE-14 form(s) must identify (1) the TBE firm by name and address, (2) the scope of service(s) to be provided, (3) the dollar amount and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the TBE sub-consultant for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. CBDP is entitled to reject your Proposal for improperly completed forms. If you are not able to meet the goal, you must submit the TBE-01 Good Faith Effort for your proposal to be considered responsive.

CBDP may be contacted at 414-278-4851 or cbdpcompliance@milwaukeecountywi.gov for assistance in identifying TBE firms and understanding the County's TBE Program.

Following are the links to Directories for firms eligible for credit:

DBE http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx

MBE WBE http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program

Milwaukee County SBE https://mke.diversitycompliance.com/Default.aspx

SAM Directory for Federal SBE https://www.sam.gov/portal/SAM#1

Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Prime consultants are required to report payments received from the County and amounts paid to sub-consultants. Subs 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 Prime or any sub-consultant, the only requirement is to become a registered user and complete the one hour webinar training. The County will enter the Primes contract, and the Prime will enter all sub-consultants, including both TBE and non-TBE firms.

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MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTR ATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

COST & SCHEDULING SYSTEM REQUIREMENTS

GENERAL

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

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

A. For consultant services agreements with fees up to $50,000, FACILITIES MANAGEMENT DIVISION staff will enter schedule and control information on FACILITIES MANAGEMENT DIVISION's contract management information system. Prime Consultant shall provide scheduling information requested by FACILITIES MANAGEMENT DIVISION according to the needs of the project.

B. For consultant agreements with a fee range from $50,000 to $500,000, Prime Consultant shall use Microsoft Project and provide scheduling information determined necessary by FACILITIES MANAGEMENT DIVISION according to the needs of the project. Milwaukee County will use Primavera Contract Manager for contract cost control.

C. For consultant services contracts over $500,000, consultant shall use Microsoft Project and provide scheduling information determined necessary by FACILITIES MANAGEMENT DIVISION according to the needs of the project. Milwaukee County will use Primavera Contract Manager for contract cost control.

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

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

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

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 2013, Microsoft Office 365 or newer. Produce Project Manual technical sections in Milwaukee County format. Obtain electronic formats for Project Manual technical sections through the Architect/Engineer of record for the Project or contacting John Bunn (414-278-3921}.

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

B. CADD drawings shall be produced in AutoCAD 2013 software, or higher, and be capable of residing on an IBM-compatible computer utilizing Windows 7, Windows 7 Professional, or newer operating systems. Provide drawings in DWG & PDF formats. **Drawings submitted in DXF format will NOT be accepted**.

The Consultant shall use AutoCAD 2013 or newer for AutoCAD engineering drawings.

Obtain Milwaukee County drawing format standards for title blocks and cover sheets: B_1711, D_ 3624, and/ or F_4230 by contacting the Architect/ Engineer of Record for the Project.

AutoCAD drawings shall be submitted on a CD which adheres to ISO 9660 CD, or CD-ROM XA (Mode 2} format for multi-session CD-ROM, and (1} additional copy of drawings on separate CD in PDF format.

III. AUTOCAD DRAWING STANDARDS

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

A. Xref Files, Image Files, Blocks and 3rt1 Party Fonts
   1. XBIND all Xref d files to their drawing(s}. Each individual electronic graphic document must be submitted in a single file format without any external files attached.
   2. Insert all image files in Final Drawing
   3. A document created with multiple files **MUST NOT SHARE LAYER NAMES** among the files.
   4. Provide a **SINGLE DRAWING FILE** for each Drawing Sheet.
   5. While working in Paper Space, **TURN ON VIEW LOCK** to prevent your viewport view from being accidentally altered while moving between Paper Space and Floating Model Space mode.
   6. Purge all drawing files of all unused entities-Blocks, Layers, Fonts
   7. "READ-ONLY" and "LOCKED" drawing files will not be accepted.

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

C. Consultants shall utilize the following Milwaukee County drawing format standards:
   1. Standard text set-up and dimension set-up (**page H-20**)
   2. Standard drawing conversion scale (**page H-21**)
   3. Standard title blocks (**B_1711, 0_3624, E_4230**)
   4. The standard AutoCAD font to be used is **ROMANS.shx**
   5. Sheet sizes to be used, on BOND PAPER, are:

Architectural:	**Engineering:**
A = 9" x12"	Ansi A = 8 1/2" x 11"
B = 12" x 18"	B = 11" x 17"

C = 18" x 24"	C = 17" x 22"
D = 24" x36"	D = 22" x 34"
E = 36" x 48"	E = 34" x 44"
E1 = 30" x 42"	

D. Drawing Sheet numbers and electronic drawing files shall consist of the following:
   1. Alphanumeric discipline designation
      A - Architectural Interiors and Facilities Management
      C - Civil Engineering and Site Work
      E - Electrical
      EV - Environmental
      F - Fire Protection
      L - Landscape Architecture
      M - Mechanical
      P - Plumbing
      S - Structural
   2. A maximum of 3 characters for sheet number
      Example: A101.dwg
      I I
      I I_____ Sheet Number
      I_____ Discipline

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

F. Consultants shall utilize the **AIA**, or Milwaukee County Standard Layer Index, including color and line type (**pages H-6 through H-19**); or for approval of your firm's standard layer index.

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

   1. **Rooms**
      Room number (serves as the room tag)
      Dimensions (length, width, height)

   2. **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 DAS - Records Management Office with a copy of the transmittal letter submitted to the respective Project Manager:

1. City/State Approved Drawings	(1) Original set
2. Bid Set Drawings	(1) Set BOND PAPER (marked as “ORIGINAL”)
	(1) Set electronic file (DWG & PDF)
3. Project Manual	(1) Set hard copy
& Detail Manual	(1) Set electronic file

B. **As-Built/Record Documents:** Prepare and submit the following record documents to the DAS -

Records Management Office with a copy of the transmittal letter submitted to the respective Project Manager:

1.	As-Built/Record Drawings	(2) Sets BOND PAPER (marked as "ORIGINAL")
		(1) Set electronic file (DWG & PDF)
2.	Project Manual	(2) Sets hard copy
	& Detail Manual	(1) Set electronic file
3.	Operating/Maintenance Manuals	(3) Sets 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 on each drawing and identify each revision with boundaries. Each drawing shall be labeled **AS-BUILT/RECORD DRAWINGS** and **PROJECT and DETAIL MANUAL**, and have them dated and signed by the Principal in Charge.

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

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

1.	Final Approved Report	(2) Sets hard copy
		(1) Set electronically produced

V. FINAL DOCUMENT REQUIREMENTS FOR ELETRONIC MEDIA

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

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

1. Property site
2. Building
3. Discipline

And shall include:

4. MILWAUKEE COUNTY Project Number
5. MILWAUKEE COUNTY Site l.D. and Building l.D.
6. MILWAUKEE COUNTY Drawing Name and Description
7. Sheet number
8. Text Style
9. Image Files
10. 3rc1_party Fonts
11. **Layer Log** for each Drawing Sheet including layer name, state (on/off), color, line type, defined blocks, user blocks, dependent blocks and unnamed blocks.

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

C. Consultants shall also submit correspondence outlining all special loading or start-up procedures required to generate the drawings for viewing, manipulating and editing on Milwaukee County DAS's CADD system (AutoCAD 2013).

D. Consultants shall label the CD-ROM identifying:
   1. Project Number
   2. Project Title with Site I.D. and Building I.D.
   3. Name of Consultant Firm and Principal in Charge
   4. Date

E. Consultants may insert their logos on Milwaukee County's Standard Cover Sheet with PRIOR APPROVAL from the Architect/ Engineer of record for the project.

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

F. For an example of file and layer indexing, please visit http://county.milwaukee.gov/lmageLibrarv/Groups/cntyArchEng/dturzai/09172013forward/SectionHFileLayerIndex2015 .pdf

SUBMIT TO:

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES ARCHITECTURAL, ENGINEERING & ENVIRONMENTAL SERVICES DIVISION
633 WEST WISCONSIN AVENUE-SUITE 1000
MILWAUKEE, WI 53203

PHONE: 414-278-3986

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

COMPLETE LISTING OF SUBCONSULTANTS
(To Be Completed by Prime Consultant)

DATE: _____

PROJECT TITLE: _____

PROJECT NO.: _____

PRIME CONSULTANT: _____

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

No.	Name & Address	Type of Service	Principal Contact

For Milwaukee County
Department of Administrative Services
Facilities Management Division

Approved (No.'s): _____

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

For Prime Consultant:

_____
Signature

_____
Name

_____
Title

_____
Date

_____
Signature

_____
Name

_____
Title

_____
Date

ATTACHMENT "I"

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

DATE: _____

PROJECT TITLE: _____

PROJECT NO.: _____

PRIME CONSULTANT: _____

This is to Certify that I/We:

SUBCONSULTANT NAME: _____

ADDRESS: _____

_____

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

TYPE OF SERVICES: _____

_____

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

SUBCONSULTANT

_____
Subconsultant's Name

_____
Date

_____
Signature

If Principal is a Corporation
IMPRINT CORPORATE SEAL

_____
Title

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

Consultant: _____

Project Title: _____

Project No.: _____

Agreement (Contract) No.: _____ Effective Date: _____

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

Consultant Selection Documentation in File: Yes No

These deliverable item from the consultant must be in the FACILITIES MANAGEMENT DIVISION Project (job) File:

☐ Final Project Program Report (Sec. 3.1.3) (*Scope of project as agreed by all parties*)

☐ Final Estimate of Probable Construction Costs (Sec. 3.4.2) (*Submitted before bid process begins*)

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

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

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

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

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

☐ Record documents (Attachment "H-1") are accessible and useable _____
(FCAP Records)

☐ Operation and maintenance manuals and data (CONSULTANT approved)

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

☐ DBE Participation (Attach Approved Final Utilization Report): DBD-016PS, DBD-01BPS

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

Prime CONSULTANT Signature: _____

County Project Manager Approval: _____ Date: _____

SCORE: _____

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT EVALUATION FORM

Consultant: _____

Consultant P.M.: _____

Project Title: _____

Project No.: _____ Contract No.: _____

Date of Evaluation: _____ Evaluation Form Completed By: _____

Basic Services Provided by the CONSULANT: _____

_____

_____

Please circle the Appropriate Response:
Performance Assessment:

I. Quality of Work:
   (4) Satisfied/Above Average
   (3) Acceptable/Average
   (2) Marginally Acceptable/Below Average
   (1) Unacceptable

Comments: _____

_____

II. Adherence to Schedule/Timeliness/Responsiveness:
   (4) Satisfied/Above Average
   (3) Acceptable/Average
   (2) Marginally Acceptable/Below Average
   (1) Unacceptable

Comments: _____

_____

III. Budget Management/DBE Compliance:
   (4) Satisfied/Above Average
   (3) Acceptable/Average
   (2) Marginally Acceptable/Below Average
   (1) Unacceptable

Comments: _____

_____

ADDITIONAL COMMENTS: _____

_____

Composite Score = I + II + III / 3

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

FOR MILWAUKEE COUNTY:

Gregory G. High, Director (Date) DAS- Architecture, Engineering And Environmental Services	Teig Whaley Smith, Director (Date) Administrative Services
Stuart Carron, Director (Date) DAS- Facilities Management Division	Chris Abele, County Executive (Date) Office of the County Executive

APPROVED AS TO FUNDS AVAILABLE FOR WISCONSIN STATE STATUTES SECTION 59.255(2)(E):

Comptroller (Date)
Office of the Comptroller

REVIEWED AS TO DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS (APPROVED WITH REGARD TO COUNTY ORDINANCE CHAPTER 42):

Community Business Development Partners (Date)

APPROVED AS TO FORM AND INDEPENDENT CONTRACT STATUS BY CORPORATION COUNSEL:

Corporation Counsel (Date)

REVIEWED AS TO INSURANCE REQUIREMENTS:

Risk Manager (Date)

APPROVED AS COMPLIANT UNDER SEC. 59.42(2)(B)5, STATS.:

Corporation Counsel (Date)

BY CONSULTANT / CONTRACTOR:

_____
Contracting Firms Name

_____ _____
Signature Date

_____
Title

N/A
_____
Witnessed By

If Principal is a Corporation
IMPRINT CORPORATE SEAL