



DEPARTMENT of ADMINISTRATIVE SERVICES

# Milwaukee County

## ATTACHMENT B

Project Name: Milwaukee New Criminal Courthouse Planning Phase IV-Surveying  
Consultant Project Number: WC027601

### **PROPOSAL PREPARATION, SUBMISSION & EVALUATION GUIDELINES**

#### **1. Proposal Preparation**

##### **a. Explanation to Prospective Offerors**

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

##### **b. Complete Proposals**

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

##### **c. Unnecessarily Elaborate Proposals**

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

##### **d. Retention of Proposals**

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

##### **e. Examination of Proposals**

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

##### **f. Certification and Representations**

- i. Offerors shall submit with their Proposal resumes and any other documents as may be requested in the RFP.

##### **g. Price Schedule Submission**

- i. Offers for services other than those specified will not be considered. The prices set forth in the schedule will be used for evaluation purposes and for establishing

a contract price. Milwaukee County reserves the right to accept or reject any and all Proposals.

**h. Signing of Offers**

- i. The offeror shall sign the Proposal and print or type its name on the form. Erasures or other changes must be initiated by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the County.
- ii. Each Proposal shall set forth the name, title, telephone number, and address of the person authorized to negotiate on behalf of the offeror and contractually bind the offeror, if other than the person signing the Proposal.

**i. Proposal Guarantee**

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

**j. Acknowledgement of Amendments**

- i. Offerors shall acknowledge receipt of any amendment to the Request for Proposal in their Proposal Cover Letter. The County must receive the acknowledgment by the date and time specified for receipt of offers. The offeror's failure to acknowledge an amendment may result in rejection of the offer.

**k. Late Proposals and Modifications and Withdrawals of Proposals**

- i. Any Proposal received after the exact time specified for receipt will not be considered.

**l. Contract Acknowledgement**

- i. With the submission of a proposal the submitting consultant certifies that the standard terms and conditions of the AIA C103 – 2015 Owner and Consultant Agreement modified to incorporate Milwaukee County requirements (that will be used to contract with the selected consultant) (**Attachment M**) and the AIA C201-2015 Consultant – Land Survey (**Attachment N**) 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. Any language that the consultant is unwilling to accept must be identified with the proposal response.

**2. Proposal Submission Content**

- a. The Proposal shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines. The proposal shall include the Consultant Fee Proposal (**Attachment A**) and the following information:
  - i. **Cover Page:** Include Project number and name, Project location, consultant's name, address, telephone number, e-mail address, Proposal date, etc.
  - ii. **Letter of Transmittal:** Include the name and description of the organization(s) submitting the Proposal, a statement confirming your understanding of the Project requirements and the services to be provided, an acknowledgment of receipt of any Addenda to the RFP, and a statement of commitment to the Project and the Project timeline.
  - iii. **Table of Contents:** List all the sections and subsections of your Proposal with corresponding page numbers.
  - iv. **Firm Executive Summary:** Include Firm's brief history and mission statement highlighting key differentiators and strengths.
  - v. **Project Team Organization:**
    1. Include an organizational structure of the Project Team including the relationship of the subconsultants to be used for this Project.

- a. Subconsultants: Indicate the names and addresses of any subconsultants and/or associates proposed to be used in this Project. State the capacity they would be used in and the approximate percentage of the total services they would provide.
  2. The name of the Principal-in-Charge of this Project along with their Professional Registration Number in the State of Wisconsin.
  3. The name and title of the Project Manager who will be the main point of contact for the duration of this Project.
- vi. **Project Team & Firm Experience:**
  1. Include a list of similar Projects that the Project Team and/or Firm has executed in recent years (please reference the year in which the project was completed and how the project scope of services relates to the required scope of services for this project). Attach a separate sheet for each Project giving a brief description, reference contact, cost, and size of each Project. The project experience should include projects that included these elements and how those elements were specific to the listed project:
  2. Provide detailed resumes of key team members emphasizing relevant experience. Include their name, title, Project role, professional registration, relevant certifications, and qualifications.
    - a. Such personnel shall not be employees of Milwaukee County.
- vii. **Project Approach:**
  1. Provide a detailed analysis of the project requirements and deliverables with an explanation of your proposed approach to meeting these requirements, keeping the following at the center of your approach:
  2. Describe how your team will collaborate with stakeholders throughout the project lifecycle.
  3. Identify potential challenges and risks and your strategies for overcoming them.
- viii. **Quality Control:** Submit a contract document quality control plan. Provide an explanation of your firm's quality control processes and how you will ensure the quality of deliverables throughout the project.
- ix. **Project Schedule:** Provide baseline Survey Schedule, including all deliverable date milestones.
- x. **Constant Effort:** Include a level of effort matrix that is broken out by deliverable. Indicate each Project Team member's hourly level of effort. Indicate each Project Teams members, role, hourly rates, and hours to be spent on each deliverable. This should be the basis of your total fee per phase indicated on your Consultant Fee Proposal (**Attachment A**). See an example of the Constant Effort Matrix at the end of this document (#5). For future authorizations, this matrix will also be required to be completed at the time of contract negotiations.
- xi. **Consultant Fee Proposal:** Utilize **Attachment A – Consultant Fee Proposal** to clearly state the not-to-exceed fee for all services per phase. It is required to fill all green fill boxes.
- xii. **Attachment D – TBE Requirements**
- xiii. **Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule**
- xiv. **Attachment J – Subconsultant Listing Form**
- xv. **Attachment K – Subconsultant Compliance Certification**

**3. Evaluation Criteria**

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

**4. Constant Effort Matrix Example**

**New Criminal Courthouse Planning and Design Phase – Project No. – WC027601**

TASK	NAME OF EMPLOYEE 1	NAME OF EMPLOYEE 2	ETC.....	EXPENSES	SUB TASK	TASK TOTAL
	HOURLY RATE W/OH	HOURLY RATE W/OH	ETC.....		TOTAL	
DESCRIPTION						
<b>1. Project Management/Coordination</b>	Number of Hrs./Task	Number of Hrs./Task				
<b>2. Field Verification &amp; Survey Services</b>						
ALTA Survey						
Topographic Survey						
Utility Survey (including sewer)						
MacArthur Square Below-grade Parking Structure						
Ramp to Kilbourn Avenue and Tunnels						
TOTAL HOURS						
TOTAL COST						
% OF TIME						



DEPARTMENT of ADMINISTRATIVE SERVICES

# Milwaukee County

## ATTACHMENT C – Insurance Requirements

**Project Name: Milwaukee New Criminal Courthouse – Surveying Services**  
**Project Number: WC027601**

The selected design consultant will be required to provide a Certificate of Insurance (COI) with the limits identified below and include all requirements as described in section 2.7 of the AIA C103 included as identified as part of the Contract Acknowledgement (Item 1, I of Attachment B).

<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 2.6.12 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

## Office of Economic Inclusion (OEI)

### TBE UTILIZATION SPECIFICATION for PROFESSIONAL SERVICES

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of \_\_%. 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 OEI Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE consultants are also required to notify and obtain approval from the County prior to subletting work.
10. The Prime will record payments received from the County and payments made to sub-consultants directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the invoice work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County reserves the right to waive any of these specifications when it is in our best interest.



## Office of Economic Inclusion (OEI) Certificate of Good Faith Efforts

**Completion of this form is required for all bidders who have not achieved the participation goal. Submission of a complete form is a matter of responsiveness to this bid. Completion of all pages is required.**

### Guidance on completing these documents:

This guidance and information are provided to assist bidders in compliance with the provisions under all Milwaukee County Ordinances (MCCO) pertaining to the implementation of the target business enterprise program. Like all guidance material, these questions and answers are not, in themselves, legally binding or mandatory, and do not constitute regulations. They are issued to provide an acceptable means, but not the only means, of compliance with regulations and laws. The Milwaukee County OEI program can be reviewed in more detail at: <https://county.milwaukee.gov/EN/Administrative-Services/Office-of-Economic-Inclusion>, including links to relevant regulations.

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. If you haven't met the goal, you can document adequate good-faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal. The County will make a fair and reasonable judgment as to whether you made adequate good-faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making phone calls to firms that you think should qualify is not a good-faith effort to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required. The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases, see regulations for more information.

**Did you contact Milwaukee County's Office of Economic Inclusion (OEI) to assist in identifying certified firms for this project?**

**Contacting OEI is essential in demonstrating good faith efforts to meet and/or exceed the participation goal assigned to this project.**

Contact was made by: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date contacted: \_\_\_\_\_ OEI Person Contacted: \_\_\_\_\_ Other: \_\_\_\_\_



## Certificate of Good Faith Efforts

This document is required to detail what your firm has done to meet this project's participation goal if the participation you have attained is less than the goal set for this project. Guidance as to acceptable 'good faith efforts' is found on the Guidance page of this document. Failure to use and properly document good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal. By submitting this document, you hereby acknowledge that I am authorized as the representative for the bidder/proposer on the following Milwaukee County Project and that we have provided documented proof of our good faith efforts to solicit, negotiate with and utilize certified firms to meet the participation goal of this contract as demonstrated by my response to the questions contained in this fully completed set of documents.

Prime Contractor Firm Name and Address	Authorized Representative	Email Address	Telephone Number	Other Contact Info	Is the Prime a TBE?
Project Number	Bid Number	Project Title	Total Contract Amount	TBE Total Project Percentage	
				Goal	Pledged

**Provide a brief summary of why your firm is unable to meet the participation goal on this project:**





# TBE-02

Non-Federally Funded



DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
Office of Economic Inclusion  
[oeicompliance@milwaukeecountywi.gov](mailto:oeicompliance@milwaukeecountywi.gov)  
(414) 278-4747

**Firm:**

**Project No:**

## Office of Economic Inclusion (OEI)

### SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be included with bid/proposal.

**PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE**

NAME	CERTIFICATION *DBE, MBE, WBE SBE or none	ADDRESS	PHONE	NAICS CODE *see link	WORK OR SERVICE TO BE PERFORMED

**\*\*DBE by WI Unified Certification Program (UCP), MBE/WBE by Wisconsin Supplier Diversity, SBE by Milwaukee County, or SBE registration by Small Business Administration (SAM.gov)**

## Office of Economic Inclusion (OEI)

### COMMITMENT TO CONTRACT WITH TBE

#### TBE Information

<b>TBE Firm Name:</b>	<b>Prime/Sub Options: (SELECT ONE)</b>
<b>Firm Address:</b> (Cannot be a PO Box)	<b>EIN Number:</b>

#### Project Information

<b>Project Name:</b>	<b>Project No:</b>
<b>Total Contract Amount (less allowances): \$</b>	<b>TBE Goal:</b>
<b>Type of Contract: (SELECT ONE)</b>	

#### Scope of Work

<b>Scope of Work Detailed Description:</b>
--

**Applicable NAICS:** \*If additional space is needed, please attach a separate sheet.

Work Scope Description:	NAICS:
Work Scope Description:	NAICS:
Work Scope Description:	NAICS:

**1. TBE Contract Amount:**

**2. % of Total Contract:**

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

#### Bidder/Proposer Commitment

(To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein. (Prime Contractor/Consultant) \_\_\_\_\_ (Phone) \_\_\_\_\_, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date

#### TBE Affirmation

(To be completed by TBE Owner/Authorized Representative)

- I affirm that our firm is certified as (SELECT ONLY ONE)
- I affirm this firm is owned by a (SELECT ONLY ONE)
- I affirm that the majority owner's ethnicity is (SELECT ONLY ONE)
- I affirm that the Wisconsin UCP has certified our company as a TBE, and that our company is currently listed in the Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by (Prime or sub firm name) \_\_\_\_\_
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein to be completed with my own forces.
- I affirm that approval from OEI will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- Have you done work for Milwaukee County in the past? YES NO

\_\_\_\_\_  
Signature of Authorized TBE Representative

\_\_\_\_\_  
Name & Title of Authorized TBE Representative

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

#### OEI Use Only

<b>Commitment number</b> _____ of _____	<b>Participation:</b> _____	<b>Project Total</b> _____	<b>CAGE Code:</b> _____
<b>Approved:</b> _____		<b>Date:</b> _____	

## **COMMITMENT TO CONTRACT WITH TBE**

### **ADDITIONAL INFORMATION & REQUIREMENTS:**

Links to Directories for firms eligible for credit:

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

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

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

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

1. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.

2. **WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.

3. **SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.

4. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) or invoice for consulting the work being performed by TBE by either a) placing the word "TBE" behind the work item or b) breaking out the work done by TBEs at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.

5. **TBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

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

**414.278.4851** or [oeicompliance@milwaukeecountywi.gov](mailto:oeicompliance@milwaukeecountywi.gov)

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

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

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

Firm Name: \_\_\_\_\_ Principal-in-Charge: \_\_\_\_\_

Wisconsin Reg. Number: \_\_\_\_\_

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

Overhead & Profit Factor (multiplier): ..... \_\_\_\_\_

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

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

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

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

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

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

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

As of: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

**Overhead Rate = \_\_\_\_\_ (Without Profit)**

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

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

\_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment F – Guideline for Reimbursable Expenses

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

#### GUIDELINES FOR REIMBURSABLE EXPENSES

##### GENERAL

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

##### DEFINITION

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

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

##### DOCUMENTATION

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

##### REIMBURSABLES BUDGET ALLOWANCE

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

##### AUTHORIZED OUT-OF-TOWN TRAVEL

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

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

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

## **Attachment F – Guideline for Reimbursable Expenses**

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

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

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

### **LONG DISTANCE COMMUNICATIONS**

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

### **FEEES PAID TO APPROVING AUTHORITIES**

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

### **REPRODUCTIONS AND REPROGRAPHICS**

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

### **ADDITIONAL INSURANCE**

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

**Attachment G – Required Invoice Format**

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

**INVOICE FOR CONSULTING SERVICES**

(Lump Sum Contract Form)

INVOICE # \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_  
\_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

SERVICES FOR THE MONTH ENDING: \_\_\_\_\_  
\_\_\_\_\_

- 1.) BASIC SERVICES (**Attachment “G-2”**):
  
- 2.) REIMBURSABLE EXPENSES (**Attachment “G-2”**):  
(Attach itemization and back-up copies of all charges)
  
- 3.) ADDITIONAL SERVICES (**Attachment “G-3”**):  
(Attach itemization for each service by name, classification,  
direct salary rate x O.H. factor x man hours)

**TOTAL THIS MONTH:**

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

**CURRENT PAYMENT DUE:**

(Attach continuation sheet, G-2, on job status)

Approved for Billing:

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

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment G – Required Invoice Format**

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

CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS

PROJECT NO.: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

INVOICE # \_\_\_\_\_

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

**Attachment G – Required Invoice Format**

Subtotal							
Totals							

**Attachment G – Required Invoice Format**

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

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

INVOICE # \_\_\_\_\_

Fee Increase # \_\_\_\_\_

DATE: \_\_\_\_\_

Fee Increase Total \$ \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

SERVICES FOR THE MONTH ENGING: \_\_\_\_\_

1.) **CONSULTANT LABOR** (Refer to approved Manpower Direct Salary Rate & O.H. Factor Schedule)

Name	Classification	Direct Sal. Rate/Hr.	OH Factor	Man Hrs	Cost
_____	_____	\$ x	x	_____	= _____
_____	_____	\$ x	x	_____	= _____
_____	_____	\$ x	x	_____	= _____
_____	_____	\$ x	x	_____	= _____
_____	_____	\$ x	x	_____	= _____
					Subtotal _____

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

3.) **REIMBURSABLE EXPENSES**  
(Attach itemization and backup copies of all charges) Subtotal \_\_\_\_\_

**TOTAL THIS MONTH:**

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

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

Approved for Billing:

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

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Attachment J – Subconsultant Listing

MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

COMPLETE LISTING OF SUBCONSULTANTS

(To Be Completed by Prime Consultant)

DATE: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

PRIME CONSULTANT: \_\_\_\_\_

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

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

For Milwaukee County  
Department of Administrative Services  
Facilities Management Division

For Prime Consultant:

Approved (No.'s): \_\_\_\_\_

Rejected/Resubmit (No.'s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment K – Subconsultant Compliance Certification**

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

DATE: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

PRIME CONSULTANT: \_\_\_\_\_

This is to Certify that I/We:

SUBCONSULTANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

TYPE OF SERVICES: \_\_\_\_\_

\_\_\_\_\_

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

**SUBCONSULTANT**

\_\_\_\_\_  
Subconsultant's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

If Principal is a Corporation  
IMPRINT CORPORATE SEAL

\_\_\_\_\_  
Title

**Attachment L – Consultant Agreement Closeout Checklist**

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

Consultant: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project No.: \_\_\_\_\_

Agreement (Contract) No: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Type Agreement: \_\_\_\_\_

Consultant Selection Documentation in File: Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_ Project Manual and all addendum originals

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

**Attachment L – Consultant Agreement Closeout Checklist**

*updated Estimate of Probable Construction Costs.*

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

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

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

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

*Final Payment shall be made after the following have been accomplished: OWNER is in receipt of CONSULTANT's signed Certification of Substantial Completion (A.I.A. Document G704) in conformance with Contract Documents (for each contract).*

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

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

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

\_\_\_ Final submitted schedule

\_\_\_ Record documents (in accordance with Attachment I) are accessible and useable \_\_\_\_\_  
(FCAP Records)

\_\_\_ Consultant approved Operation and maintenance manuals and data, warranties, Owner Training, Attic Stock, and other required closeout documents

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

\_\_\_ TBE/DBE Participation (Attached Approved Final Utilization Report): TBE/DBE-18 Form

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

Prime CONSULTANT Signature: \_\_\_\_\_

County Project Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_