

ENGINEERING SERVICES CONTRACT BETWEEN  
THE MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION (DEPARTMENT)  
AND  
COLLINS ENGINEERS, INC. (CONSULTANT)  
For  
Structure Design, Inspection and Program Management Services  
Milwaukee County

This is an ENGINEERING SERVICES CONTRACT between the Milwaukee County Department of Transportation (DEPARTMENT) and Collins Engineers, Inc. (CONSULTANT) to provide consultant engineering services to the DEPARTMENT.

The DEPARTMENT proposes a transportation improvement PROJECT described as follows:  
Milwaukee County Structure Design, Inspection, and Program Management Services.

The DEPARTMENT deems it advisable to engage CONSULTANT to provide certain engineering services and has authority to contract for these services.

ALL SERVICES

The CONSULTANT services will be performed for the DEPARTMENT and will be completed by December 31, 2018. Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be:

- (1) For Collins Engineers, Inc. the CONSULTANT's actual cost not to exceed \$132,368.86.
- (2) For Malas Engineering, LLC the SUBCONSULTANT's actual cost not to exceed \$72,875.38.

Compensation in excess of the total CONTRACT amount of \$205,244.24 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT, STANDARD PROVISIONS and SPECIAL PROVISIONS incorporated in this document.

The CONSULTANT shall subcontract a minimum of 25 percent of the total amount to one or more Disadvantaged Business firms as defined in 49 CFR Part 26. A listing of such firms is maintained by the DEPARTMENT. This requirement does not pertain to this CONTRACT if the prime CONSULTANT is a certified disadvantaged business firm.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Steven J. Miller, whose work address, e-mail address and telephone number are 2033 West Howard Avenue, Milwaukee, WI, 53221; smiller@collinsengr.com; 414-282-6905.

The DEPARTMENT representative is Aziz Aleiow, whose work address; e-mail address and telephone number are 10320 W. Watertown Plank Rd., 2nd Floor, Wauwatosa, WI 53226; Aziz.aleiow@milwcnty.com; (414) 257-5991.

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, TWO PARTY DESIGN ENGINEERING SERVICES BOILERPLATE attached as part of this document (**Attachment 2**).

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

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

VENDOR NAME ON CONTRACT

*Patricia Hayes* 10/27/16  
Vendor Binding Signature. Date

FOR MILWAUKEE COUNTY  
WISCONSIN.

DocuSigned by:  
*Rick Norris* 11/3/2016  
AD406407D2314401  
City Bus. Dev. Partners Date

DocuSigned by:  
*[Signature]* 11/4/2016  
E454E4CA2D27452  
Risk Management Date

Approved as to Execution  
DocuSigned by:  
*Paul D. Englitsch* 11/7/2016  
2BEB7A71B2AE4E5  
Corporation Counsel Date

Approved as to funds available per Wisconsin Statutes Section

59.255(2)(c)  
DocuSigned by:  
*[Signature]* 11/8/2016  
F7354A95DB0643E  
Comptroller Date

Director, Department of Transportation

DocuSigned by:  
*Brian Dranzik* 11/8/2016  
DC80BD388A73433...  
Date

Pursuant to 59.17(2)(b)(4) Wisconsin Statutes

DocuSigned by:  
*[Signature]* 11/9/2016  
2E580B33A2CC443  
County Executive Date

Pursuant to 59.42(2)(b)(5) Wisconsin Statutes

\_\_\_\_\_  
Corporation Counsel Date

CB File No. \_\_\_\_\_

## SPECIAL PROVISIONS

### SCOPE OF SERVICES

#### Section I. Definitions

Owner(s) means Milwaukee County

Sections II. A-K Scope of Services of the STANDARD PROVISIONS (**Attachment 2**) is amended to include the following:

B. DESIGN REPORTS	- N/A
C. ENVIRONMENTAL DOCUMENTATION	- N/A
D. AGENCY COORDINATION	- N/A
E. RAILROAD/UTILITY INVOLVEMENT	- N/A
F. PUBLIC INVOLVEMENT	- N/A
G. SURVEYS	- N/A
H. SOILS AND SUBSURFACE INVESTIGATIONS	- N/A
I. ROAD PLANS	- N/A
K. PLANS, SPECIFICATIONS & ESTIMATES (P.S.&E.)	- N/A

### PROSECUTION AND PROGRESS

Section III.A. General of the STANDARD PROVISIONS is amended to include Section III.A.(8), (9) and (10) as follows:

- (8). Services under the CONTRACT shall be completed within two (2) years.
- (9). The CONTRACT shall be based on a successful scoping process by the DEPARTMENT to be completed in January 2017.
- (10). The following items shall be executed by the indicated dates if the CONSULTANT has received the Notice to Proceed by January 2, 2017:
  - Bridge Inspections- As required by Inspection Due Dates
  - Monotube Signal Structure Inspections- As required by Inspection Due Dates
  - Program Management Services- As required within existing budget
  - Municipal QA/QC Services As required

Section III.D. Subletting Or Assignment Of Contract of the STANDARD PROVISIONS is amended to include Section III.D.(6) as follows:

- (6) The CONSULTANT proposes to sublet these services:

to Malas Engineering, LLC.

- Bridge Inspection support,
- Inspection Program Management support, and
- On-Call Structural Engineering Services support
- Municipal QA/QC Services

**(a) Subconsultant Services**

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

- (I) Consultant shall:
  - a. Be responsible for services performed by subconsultants under this Agreement.
  - b. Be compensated for the cost of subconsultants as provided under Payments. (Subconsultant compensation is included in the overall Basic Compensation Total).
- (II) Subconsultants employed shall be engaged in conformance with the following:
  - a. Obtain Owner's written approval for the hiring of each proposed subconsultant to be used in performance of the contractual obligations under this Agreement. Milwaukee County's Project Manager will indicate such approval and/or rejection on **Attachment Form "I-1"**.
  - b. Within five (5) days of the above approval, subconsultant shall execute **Attachment Form "J-1"** binding subconsultant to the terms and conditions of this Agreement including the Audit and Inspection of Records requirements.
  - c. 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.
  - d. Approved subconsultant firms shall also complete **Attachment Form "B-1"** (Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule) for potential additional services to be requested at a later date.
- (III) Unless otherwise approved by the DEPARTMENT, 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.
- (IV) Fees for subconsultants shall be compensated by Owner as billed to Consultant. (There shall be no mark up for costs/fees billed by subconsultants.)

**BASIS OF PAYMENT**

Section IV.A. General of the STANDARD PROVISIONS is amended to delete Sections IV.A.(2), IV.A.(4) and IV.A.(11) in their entirety and include Section IV.A.(12) as follows:

- (12) The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

- (a) For Bridge Inspection Services, on a cost plus fixed fee basis, up to an amount not to exceed \$35,004.42
- (b) For Monotube Signal Structure Inspections, on a cost plus fixed fee basis, up to an amount not to exceed \$16,141.19
- (c) For Program Management Services, on a cost plus fixed fee basis, up to an amount not to exceed \$58,795.37
- (d) For Municipal QA/QC Services on a cost plus fixed fee basis, up to an amount not to exceed \$22,427.88
- (e) Sublet to Malas Engineering, LLC for assistance with Bridge Inspection, Inspection Program Management, and Municipal QA/QC Services on a cost plus fixed fee basis, up to an amount not to exceed \$72,875.38.

Invoices will include progress report describing work done during the invoice period, as well as upcoming expected work. Progress report will also include original budgeted amount, budget expended and amount remaining for each of the services noted above.

- (a) For all services on this contract, total compensation shall not exceed Sublet to Malas Engineering, LLC for assistance with Bridge Inspection, Inspection Program Management, and On-Call Structural Engineering Services on a cost plus fixed fee basis, up to an amount not to exceed \$205,244.24

unless approved by a written CONTRACT amendment.

c) Payments

Payments to Consultant for services shall be made as follows:

Monthly invoices: The following forms shall be submitted with each invoice: "Invoice for Consulting Services", "Invoice for Additional Consulting Services Only", "Consultant Invoice Sheet for Reporting Job Status", "Professional Services "DBE" Utilization Report" (D-016PS Form), and supporting documentation (i.e. staffing report, time records, invoices, etc.).

**(I) Monthly Invoices and Retainage**

The DEPARTMENT will make payments to CONSULTANT within 30 days of invoice approval on the basis of monthly billings prepared by the CONSULTANT and approved by the DEPARTMENT. 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.

**(II) Final Payment**

Final payment shall be made after the following have been accomplished:

- a. Owner is in receipt of "Record Documents".
- b. Owner has determined that Consultant has performed the obligations under this Agreement. Final payment shall be the release of the five percent (5%) retainage, held by Owner from partial payments for performance under this Agreement.

Section IV.B. Service Orders, Extra Service, Or Decreased Services of the STANDARD PROVISIONS is amended to include Section IV.B.(8) as follows:

(8) Reimbursable Expenses

See **Attachment "C"** for specific description of reimbursable expenses.

**MISCELLANEOUS PROVISIONS**

Section V.E. Access to Records of the STANDARD PROVISIONS is amended to include the following:

*AUDIT AND INSPECTION OF RECORDS*

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

(a) The CONSULTANT'S record of the Services provided under this CONTRACT will be available for inspection and copying at: Collins Engineers, Inc., 2033 West Howard Avenue, Milwaukee, WI 53221

Section V.F. Legal Relations of the STANDARD PROVISIONS is amended to include Section V.F.(5) as follows:

(5) Indemnity

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

Section V.G. Nondiscrimination In Employment of the STANDARD PROVISIONS is amended to include Section V.G.(9) as follows:

(9) EQUAL EMPLOYMENT OPPORTUNITY

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

a. Non-Discrimination

1. The Consultant shall not discriminate against an employee or applicant for employment because of race, color, national origin, age, sex, sex orientation or handicap, which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The CONSULTANT shall post in conspicuous places, available to employees, notices to be provided by the DEPARTMENT, setting forth provisions of non-discrimination clause.
3. A violation of this provision 11 shall be sufficient cause for the DEPARTMENT 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.

(II) Affirmative Action Program

a. 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.

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

(III) Affirmative Action Plan

a. Consultant shall certify that if firm has 50 or more employees, a written affirmative action plan has been filed or will be developed and submitted (within 120 days of contract award) for each establishment. File current Affirmative Action plans, if required, with one of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin. A current plan has been filed at the Office of Federal Contract Compliance Programs and covers the year 2016.

b. The Consultant shall require lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

(IV) Non-Segregated Facilities

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

(V) Subconsultants

a. 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.



(VI) Reporting Requirement

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

(VII) Employees

a. Consultant shall certify that 40 employees are in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee, and Washington, Wisconsin) and 220 employees in total.

(VIII) Compliance

a. 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.

Section V.H. Federal Requirements For Disadvantaged Business Program of the STANDARD PROVISIONS is deleted in its entirety and replaced with the following:

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

- 18.1 The award of this contract is conditioned upon the Good Faith Efforts (GFE) put forth by the bidder/proposer in achieving this contract's assigned Disadvantaged Business Enterprise (DBE\*) goal. The bidder/proposer shall operate in good faith to ensure that DBEs have opportunities to participate on this contract.
- 18.2 DBE Goal: This contract's DBE participation goal is 25%. For purposes of responsiveness, this participation goal shall be met based upon the dollar value of the base bid, initial offer or initial scope of work. As it may be in the best interest of Milwaukee County to accept the inclusion of alternates, or a best-final offer, approval of DBE participation shall be based upon total contract award. Likewise, if the successful contractor/consultant receives additional work on the contract, e.g., change orders, addendums, use of allowances, etc., DBE participation shall be based upon the revised contract total. Contractors/Consultants, who are also DBE firms, must perform at least thirty (30) percent of the contract with their own work force.

### PRIOR TO BID/PROPOSAL OPENING

- 18.3 As a matter of responsiveness, the contractor/consultant shall submit with its original bid/proposal, the completed *Subcontractor/Subconsultant/Supplier Information Sheet* (DBE-02) and the signed and notarized *Commitment to Contract with DBE* (DBE-14) form(s) detailing the participation plan being proposed to meet or exceed this contract's participation

goal. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete *Certificate of Good Faith Efforts* (DBE-01) form and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms. CBDP reserves the right to reject a bid/proposal, as non-responsive, if the required documentation is not submitted with the original bid/proposal.

- 18.4 Milwaukee County's Community Business Development Partners Department (CBDP) determines the sufficiency of the intended contract awardee's good faith efforts undertaken to achieve the assigned DBE participation goal. These efforts are proven by doing either of the following:
- a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized *Commitment to Contract with DBE* (DBE-14) form for each DBE documenting sufficient participation; or
  - b. Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the *Certificate of Good Faith Efforts* (DBE-01) and all relevant documentation, which will include a signed and notarized *Commitment to Contract with DBE* (DBE-14) form for each DBE documenting the participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited from ignoring *bona fide* good faith efforts when making determinations on requests for modification of the contract goal, in whole or part. Determinations are made on a contract-by- contract basis.
- 18.5 The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Mere pro forma efforts are not good faith efforts.
- 18.6 In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination.
- 18.7 Listing a DBE on the *Commitment to Contract with DBE* (DBE-14) form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed and secured actual pricing from the DBE firm. If awarded the contract, the contractor/consultant shall enter into contract agreement, directly or through subcontractors, with each DBE firm listed on the *Commitment to Contract with DBE* (DBE-14) form(s) for the work and price set forth thereon. The agreement(s) must be submitted to CBDP within seven (7) days from receipt of the "Notice-to-Proceed" or execution of the purchase order.
- 18.8 The DBE participation credited towards the contract goal for both DBE and non-DBE prime contractors is calculated on the following criteria:
- a. Prime Contractor shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. CBDP is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
  - b. Prime Contractor shall be credited with one hundred (100%) percent for the work performed by the DBE subcontractor with its own forces. If a DBE further subcontracts

a portion of its work to another firm, the value of the subcontracted work will not be counted towards the DBE goals unless the work is performed by another DBE firm. The Prime Contractor will be given credit for the cost of material and supplies obtained by the DBE and installed by the DBE for work on the contract. The Prime Contractor will also be given credit for the cost of equipment leased by a DBE subcontractor provided the equipment is not leased from the prime contractor or its affiliates.

- c. Prime Contractor shall be credited with one hundred percent (100%) of the expenditures to DBE manufacturers. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials or substantially alters the materials or supplies obtained by the contractor.
- d. Prime Contractor shall be credited with sixty (60%) of the expenditures for materials or supplies purchased from a certified DBE regular dealer.

A Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

Brokers, packagers and manufacturers' representatives or other persons who arrange or expedite transactions are not regarded as regular dealers.

- e. Prime Contractor shall be credited one hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. A prime contractor shall also be credited with one hundred (100%) percent for fees or transportation charges for the delivery of material or supplies by a DBE to a job site provided that the County determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the material and supplies will not be credited towards its DBE goals.
- f. Prime Contractor shall be credited with one hundred percent (100%) of transportation expenditures with DBE trucking firms provided the DBE firm is responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator; however, the DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. (Concrete ready mix operations will not receive credit for leased concrete delivery trucks from non-DBE firms).
- g. Contractor/Consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.

18.9 Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified

Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If a bidder/proposer wishes to utilize a DBE certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. Additionally, any such named DBE must apply for certification with the Wisconsin UCP prior to bid opening or proposal due date. For assistance related to certified DBE firms, contact the Certification and Compliance Administrator at (414) 278-4747.

- 18.10 When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request supporting documentation from both the contractor/consultant and any listed DBE. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

### **FOLLOWING CONTRACT AWARD**

- 18.11 When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and any subcontractors/ subconsultants or material suppliers, documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CBDP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
- a. Terminate or cancel the contract, in whole or in part;
  - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;
  - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CBDP of less than adequate good faith efforts on the part of the contractor/consultant; and/or
  - d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined by CBDP, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
- 18.12 Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful

- function on this project.
- 18.13 After the execution of the contract, contractor/consultant must submit copies of executed **Subcontract Agreement(s)** for each DBE firm listed on the contract. Attach agreements to the first payment application. **APPLICATIONS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS ARE NOT SUBMITTED AS REQUESTED.** In addition, contractor/consultant shall document that each DBE is notified at least three (3) working days before start of their subcontract work.
- 18.14 Contractor/Consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.
- 18.15 Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, if the contractor/consultant has a problem in meeting the goal, or any other problem relative to these requirements, the contractor/consultant shall immediately contact CBDP at (414) 278-4747. The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request, including the performance log. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP. Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to subletting work on this project.
- 18.16 **Requests For Payment: A DBE Utilization Report (DBE-16)** form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period from the start of the project to the end of each period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. Contractor/Consultant must indicate on the AIA Document **G703 - Continuation Sheet**, or similar, work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Contractor/Consultant shall notify DBEs of the date on which they must submit their invoices for payment. Failure to submit required forms with requests for payment will result in denial of payment, or other sanctions deemed appropriate by Milwaukee County, including those listed in Section 11, above.
- 18.17 **Final Payment Verification.** Contractor/Consultant shall submit a **Contract Close-Out DBE Payment Certification (DBE-18)** form completed by the contractor/consultant and each DBE along with its final request for payment, in addition to a final **DBE Utilization Report (DBE-16)** covering the entire project. Milwaukee County will not process the final request for payment without inclusion of these required forms.
- 18.18 Milwaukee County has a revolving loan program for DBE firms. The program is administered by CBDP. Should the Prime Contractor utilize a DBE that is a participant in this revolving loan program, the contractor will cooperate fully and completely with the County to facilitate repayment of said loan. Said cooperation includes, but is not limited to, written information regarding balance of DBE subcontractor's contract, 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 the revolving loan program
- 18.19 Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.

Section V.M. Certification Regarding Debarment, Suspension, And Other Responsibility Matters  
Primary Covered Transactions of the STANDARD PROVISIONS is amended as follows:

The first sentence is deleted and replaced with the following: For purposes of this Section V.M., "proposal" means this entire contract document when signed and submitted by the CONSULTANT to the DEPARTMENT.

Section V.N. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion—  
Lower Tier Covered Transactions of the STANDARD PROVISIONS is amended as follows:

The second sentence is deleted and replaced with the following: For purposes of this Section V.N., "proposal" means this entire contract document when signed and submitted by the CONSULTANT to the DEPARTMENT.

Section V.O. Insurance Requirements of the STANDARD PROVISIONS is deleted in its entirety and replaced with the following:

**A. 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.

(1) Provide evidence of the following coverage and minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation	Statutory (Waiver of Subrogation for Workers 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 an 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	\$1,000,000 Per Accident

### All Autos

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.

- (2) 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.
- (3) 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.
- (4) Submit certificate of insurance and endorsements for review to OWNER for each successive period of coverage for duration of this Agreement.
- (5) Required certificates and endorsements shall be part of **Attachment "E"**.

### B. Professional Liability - Additional Provisions

- (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.
- (2) Be responsible for the accuracy of the Services performed under this agreement and promptly make necessary revisions or corrections to Services resulting from negligent acts, errors or omissions without additional compensation.
- (3) Give immediate attention to these revisions or corrections to prevent or minimize delay to project schedule.
- (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.
- (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.
- (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) Obtain information on the professional liability coverage of subconsultants and/or sub-contractors in the same form as specified above for review by Owner's Risk Manager.

### C. Compliance with Governmental Requirements

- (1) Evidence satisfactory compliance for Unemployment Compensation and Social Security Reporting as required by Federal and State Laws.

Section V.Q. Department Procedures For Handling Errors As Described in Section V.K. of the STANDARD PROVISIONS is amended to include Section V.K.(3) as follows:

- (3) Non-Reimbursable Costs and Services

(I) 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.

(I) All costs not specifically mentioned in **Attachment "C"**.



**MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES**

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: Collins Engineers, Inc. \_\_\_\_\_ Principal-in-Charge: Steven J. Miller

Wisconsin Reg. Number: 36957

Principal's Flat Rate: .....\$222.43/hr.

Overhead & Profit Factor (multiplier): .....3.03

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

Name	Classification	Direct Salary Rate/Hour
Mark Mutziger, P.E.	E6 Senior Engineer	\$70.00
Drew Garceau, P.E.	E4 Engineer	\$54.56
Jon Wittrock, P.E.	E2 Junior Engineer	\$37.21
Paul Ford, P.E.	E2 Junior Engineer	\$38.15
Mike Stone, P.E.	E1 Junior Engineer	\$29.74
Roderick Breen	E1 Junior Engineer	\$24.00
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Transportation, Transportation  
Services

as of: January 1st, 2016

\_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_

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

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

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

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 TRANSPORTATION, TRANSPORTATION SERVICES**

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 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.

MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES

**INVOICE FOR CONSULTING SERVICES**  
(Not-To-Exceed Sum Contract Form)

Invoice # \_\_\_\_\_

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

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

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

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

Services for the Month Ending: \_\_\_\_\_

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

**TOTAL THIS MONTH:**

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

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

Approved for billing:

Approved for Milwaukee County  
Department of Transportation  
Transportation Services:

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES**  
**CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS**  
 PROJ. NO. \_\_\_\_\_  
 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.							
Sub Total							
Reimbursables (itemize)	\$			-N.A.-		-N.A.-	
Subtotal							
Additional Services (itemize) INCR. _____	\$						
Sub-Total							
Totals							

**MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES**

**INVOICE FOR BASIC & ADDITIONAL CONSULTING SERVICES**

(Multiple of Direct Salary Rate Form)  
(One FORM "D-3"/Ea. Increase/Billing)

Invoice # \_\_\_\_\_

Fee Incr. # \_\_\_\_\_

Fee Incr. Total \$ \_\_\_\_\_

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

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

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

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

Services for the Month Ending: \_\_\_\_\_

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

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

**Sub-total** \_\_\_\_\_

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

**Sub-total** \_\_\_\_\_

3.) **REIMBURSABLE EXPENSES:**  
(Attach itemization and backup copies of all charges)

**Sub-total** \_\_\_\_\_

**TOTAL THIS MONTH:**

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

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

Approved for billing:

Approved for Milwaukee County  
Department of Transportation  
Transportation Services:

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
**MILWAUKEE COUNTY**

**COMMITMENT TO CONTRACT WITH DBE**

**ADDITIONAL INFORMATION & REQUIREMENTS:**

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at either of the following links, and can be searched by Name and/or NAICS code.  
<http://roadwaystandards.dot.wi.gov/hcci/>

or

<https://mke.diversitycompliance.com/FrontEnd/ VendorSearchPublic.asp?TN=mke&XID=6238>

2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE 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, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, 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 DBE firm and that they will be hired if awarded the contract by the County. VIOLATION OF THE TERMS OF THIS COMMITMENT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE 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. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. The successful Bidder/Proposer shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE 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 on forms or related to Milwaukee County's DBE Program, please contact us at  
**414.278.4747** or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov)





# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: \_\_\_\_\_ PROJECT TITLE: 2017-2018 Milwaukee County Bridge Inspection and Program Management

TOTAL CONTRACT AMOUNT \$ 205,244.24

DBE Goal: 25%

Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
Malas Engineering, LLC W148N6912 Terriwood Drive Menomonee Falls, WI 53051	Assistance with Structure Design, Structure Inspection, and Program Management, QA/QC, Program Funding.	\$72,875.38	35.5%

(\* Separate commitment form must be completed for each DBE firm)

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

I certify that the DBE firm listed 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 DBE firm listed herein. Our firm Collins Engineers, Inc. (Phone No.414-282-6905), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Steven J. Miller Signature of Authorized Representative      Steven J. Miller Name & Title of Authorized Representative      10/21/2016 Date

Subscribed and sworn to before me this 21 day of October, 2016

Amanda Lynn VanderPere State of Wisconsin. My Commission expires April 14, 2019



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

### DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by Collins Engineers, Inc.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Mahmoud Malas Signature of Authorized DBE Representative      Mahmoud Malas- Principal Engineer Name & Title of Authorized DBE Representative      10/24/2016 Date

### FOR CBDP USE ONLY

Commitment number 1 of 1      Project Total: (A) 25%      (V) \$ \_\_\_\_\_      Total % 35.5%

Verified with: N/A      [Signature] Authorized Signature      10/27/16 Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
**MILWAUKEE COUNTY**

**CONTRACT CLOSE-OUT**  
**DBE PAYMENT CERTIFICATION**

Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.

County Department Issuing Contract/Project: \_\_\_\_\_

Prime Contractor/Consultant: \_\_\_\_\_

DBE Firm: \_\_\_\_\_

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

*Complete Section A if full payment has been made.*

*Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County.*

**\*SECTION (A) DBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$ \_\_\_\_\_ total payment for work on the above referenced Milwaukee County project or contract.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(DBE Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

**\*SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND DBE FIRM COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE FIRM AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$ \_\_\_\_\_ and will pay the balance of \$ \_\_\_\_\_ to \_\_\_\_\_ upon receipt of payment from Milwaukee County for work on the above referenced project or contract.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Prime Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(DBE Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
MILWAUKEE COUNTY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT

SUBMIT WITH EACH PAYMENT REQUEST/INVOICE PAYMENT/INVOICE # \_\_\_\_\_

NAME OF FIRM Collins Engineers, Inc. TELEPHONE NO. (414) 282-6905

ADDRESS 2033 West Howard Avenue CITY Milwaukee STATE WI ZIP CODE 53211

PROJECT TITLE 2017-2018 Milwaukee County Bridge Inspection and Program Management PROJECT # \_\_\_\_\_

TOTAL CONTRACT \$ AMT 205,244.24 TOTAL CONTRACT PAYMENT \$ \_\_\_\_\_ CONTRACT % COMPLETE \_\_\_\_\_

TOTAL DBE CONTRACT \$ AMT 74,980.08 TOTAL DBE PAYMENT \$ \_\_\_\_\_ DBE % COMPLETE \_\_\_\_\_

COUNTY PROJECT/CONTACT PERSON Aziz Alejow TELEPHONE NO. ( 414) 257-5991

REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: 20 \_\_\_\_\_ FINAL REPORT: (  ) Yes (  ) No

List all DBE firms utilized in connection with this Project, even if not used during this reporting/billing period.

NAME OF DBE FIRM	DBE CONTRACT \$ AMOUNT	DBE WORK/SERVICE(S) PERFORMED	AMOUNT DUE TO DBE FOR THIS PERIOD	TOTAL PAYMENTS TO DATE	REMAINING BALANCE
Malas Engineering, LLC	\$72,875.38	Bridge Inspection, Program Management and On-Call Structural Engineering			

Prepared by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
(Name & Title) (Name & Title)

COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
MILWAUKEE COUNTY

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

(This report must be submitted with each payment application)

1. Prime contractor's registered company name.
2. Prime contractor's business telephone number.
3. Prime contractor's business address, City, State and Zip Code for prime contractor's place of business.
4. Name/title of County Project
5. Project number as stated in the Bid Announcements and Specifications.
6. Total dollar amount of contract awarded prime contractor by Milwaukee County, Payments to Prime year to date, and % contract being completed.
7. Total DBE subcontract dollar amounts (all DBEs), Total payment made to all DBEs, and % of total prime's contract.
8. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
9. Telephone number of the above County representative.
10. The period and year for which payments are being reported.
11. The line next to Final Report is to be checked only when the final payments have been made to all DBE subcontractors.
12. The name(s) of DBE firm(s) having received payment in the preceding month or period.
13. Total dollar amount of the work subcontracted to the listed firm(s).
14. The work or service performed by the listed DBE firm(s).
15. The dollar amount of payments made to each DBE subcontractor for the period being reported.
16. The total dollar amount paid to each DBE subcontractor to date (cumulative). As an example--if the report covers the first payment to a DBE subcontractor, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subcontractor to date.
17. Remaining balance of the subcontract to the listed DBE firm(s).
18. Prime contractor's staff that actually prepared the report.
19. Prime contractor's officer or personnel authorized to review and approve the DBE Utilization Report.

THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION



**FIRM:** Collins Engineers, Inc. **Project No.:** \_\_\_\_\_

**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 submitted with bid/proposal.

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

(*)	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed
X	Malas Engineering, LLC	Yes	W148N6912 Terriwood Drive Menomonee Falls, WI 53051			Bridge Inspection, Program Management and On-Call Structural Engineering

(\*) Check if this firm's quote has been used in your bid/proposal.  
 (\*\*) Annual Gross Receipts:  
 A: Less than \$250,000  
 B: \$250,000 to \$500,000  
 C: \$500,000 to 1 million  
 D: \$1 million to \$5 million  
 E: \$5 million to \$15 million  
 F: More than \$15 million

**Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.**

<b>Consultant Contract Total Fee Computation</b>	
<b>COLLINS ENGINEERS, INC.</b> 2017/2018 Milwaukee County DOT Bridge Inspection & Management Services	
<b>Project ID</b>	<b>Bridge Inspection &amp; Maintenance</b>
<b>Number of Staff Hours</b>	838
<b>Total Direct Labor</b>	\$42,551.32
<b>Total Overhead Costs</b>	\$75,745.60
<b>Fixed Fee/Profit</b>	\$9,463.74
<b>Direct Expenses</b>	\$4,608.20
<b>Subtotal</b>	<b>\$132,368.86</b>
Malas Engineering, LLC	\$72,875.38
<b>Subcontract Subtotal</b>	<b>\$72,875.38</b>
<b>TOTAL COST</b>	<b>\$205,244.24</b>
<b>Home Office Overhead Rate:</b>	178.01%
<b>Field Overhead Rate:</b>	N/A
<b>Profit:</b>	8.00%

35.5%

**Fee Computation Summary by Engineering Task**

COLLINS ENGINEERS, INC.  
 2017/2018 Milwaukee County DOT  
 Bridge Inspection & Management Services

**PROJECT TOTAL**

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee/Profit	Direct Expenses	Total
Bridge Inspection Services		\$11,572.40	\$20,600.03	\$2,573.79	\$258.20	\$35,004.42
Monotube Inspection Services		\$4,027.03	\$7,168.52	\$895.64	\$4,050.00	\$16,141.19
Program Manager Services		\$19,532.13	\$34,769.14	\$4,344.10	\$150.00	\$58,795.37
Municipal QA/QC		\$7,419.76	\$13,207.91	\$1,650.21	\$150.00	\$22,427.88
<b>TOTAL:</b>		\$42,551.32	\$75,745.60	\$9,463.74	\$4,608.20	\$132,368.86

\*TOTALS ARE ROUNDED\*

Home Office Overhead Rate:

178.01%

Field Overhead Rate:

N/A

Percent Profit:

8.00%

**Summary of Staff Hours and Direct Labor Costs**

**COLLINS ENGINEERS, INC.**  
 2017/2018 Milwaukee County DOT  
 Bridge Inspection & Management Services

**PROJECT TOTAL**

Classification		Program Manager (Steve Miller)		Project Engineer (Jon Wittrock)		Engineer (TBD)		Total Direct Labor	
Avg. Hourly Wage		\$78.16		\$38.91		\$25.60			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Bridge Inspection Services		16	\$1,250.48	160	\$6,225.92	160	\$4,096.00	336	\$11,572.40
Monotube Inspection Services		2	\$156.31	60	\$2,334.72	60	\$1,536.00	122	\$4,027.03
Program Manager Services		230	\$17,975.65	40	\$1,556.48	0	\$0.00	270	\$19,532.13
Municipal QA/QC		80	\$6,252.40	30	\$1,167.36	0	\$0.00	110	\$7,419.76
<b>TOTAL:</b>		328	\$25,634.84	260	\$10,117.12	220	\$5,632.00	838	\$42,551.32



**Consultant Direct Labor Rates**  
**COLLINS ENGINEERS, INC.**  
**2017/2018 Milwaukee County DOT**  
**Bridge Inspection & Management Services**

Employee Name(a)	Classification(b)	Current Rate @ 1/1/17	% Pay Increase(d)	New Pay Rate(e)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Increased Rate(h)	Weighted Average Hourly Rate(i)
Steve Miller	Project Manager	\$77.00	3.00%	\$79.31	1/1/2018	50.00%	50.00%	\$78.16
Jon Wittrock	Project Engineer	\$38.00	3.00%	\$39.14	1/1/2018	20.00%	80.00%	\$38.91
TBD	Engineer	\$25.00	3.00%	\$25.75	1/1/2018	20.00%	80.00%	\$25.60
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00

Contract Completion Date: 12/31/2018

**Direct Expenses by Item**  
**COLLINS ENGINEERS, INC.**  
**2017/2018 Milwaukee County DOT**  
**Bridge Inspection & Management Services**

Item	Unit Amount	Unit Type	Rate	Total Expenses
Inspection Vehicles	20	Days	\$200.00	\$4,000.00
Personal Vehicle Mileage	240	Miles	\$0.555	\$133.20
<b>TOTAL</b>				\$4,133.20



# Malas Engineering LLC

*Integrated Innovative Solutions and Excellence in Engineering*

October 12, 2016

Proposal No. - ME 176

Steven J. Miller, P.E.\*, LEED AP - Regional Manager  
Collins Engineers, Inc.  
2020 Riverside Drive  
Green Bay, WI 54301

Ref.: Proposal for 2015 Milwaukee County DT Bridge Inspection Program Management

Dear Mr. Miller,

Per your request, here is the proposal to support your effort in providing engineering consulting, inspection, program and budget management for Milwaukee County Department of Transportation (MCDT) for the 2017-2018 Bridge Inspection, Budgeting, and Program. Malas Engineering LLC, as a sub-consultant to Collins, will assist you in the following scope of work, but not limited to:

- Bridge field inspection & Reporting. (40 bridges)
- Preparation of 2018 and 2019 County Bridge Budget
- Preparation of the County 5-Year Bridge Budgets for 2018-2022, and 2019-2023
- Assist in the update of the Bridge inventory spreadsheet and map
- Assist in review/QA of Locals bridge inspection reports/submittals
- Engineering on call assistance
- Participate in monthly Progress/Review Meetings

The effort for this proposed scope of work and service, based on a lump-sum fee, is seventy two thousand, eight hundred, seventy-five dollars, and thirty-eight cents. (\$72,875.38)

Steve, we very much appreciate this opportunity and look forward to continue working with you. Thank you.

Sincerely,

Mahmoud (Mac) N. Malas, PE  
Senior Engineer/Principal Engineer

Enclosed: Effort Spreadsheets/Workbook

**Summary of Staff Hours and Direct Labor Costs**

**Malas Engineering LLC**

**Project Total**

**Project ID: PUC-1003.1-MCDT Proposal ID: ME 126 10/13/2016**  
**2017-2018 Milwaukee County DT Bridge Inspection Program Management**  
**Milwaukee County Department of Transportation**

Classification		Senior Engineer		Project Engineer		Staff Engineer		Technician			
Factored Hourly Wage		\$60.90		\$0.00		\$0.00		\$0.00			
Task	Task	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Administration & Coordination		24	\$1,461.60		\$0.00		\$0.00		\$0.00	24	\$1,461.60
Bridge & Signal Field Inspection & Reporting (Approx. 40)		200	\$12,180.00		\$0.00		\$0.00		\$0.00	200	\$12,180.00
Preperation of the County 2018 Bridge Budget		50	\$3,045.00		\$0.00		\$0.00		\$0.00	50	\$3,045.00
Preparation of the County 5-Year Bridge Budget (2018-2022)		40	\$2,436.00		\$0.00		\$0.00		\$0.00	40	\$2,436.00
Preparation of the County 2019 Bridge Budget		40	\$2,436.00		\$0.00		\$0.00		\$0.00	40	\$2,436.00
Preparation of the County 5-Year Bridge Budget (2019-2023)		40	\$2,436.00		\$0.00		\$0.00		\$0.00	40	\$2,436.00
Assist in Review QC/QA of Locals Bridge Inspection Reports		60	\$3,654.00		\$0.00		\$0.00		\$0.00	60	\$3,654.00
Engineering on Call Assistance ( 8 calls)		40	\$2,436.00		\$0.00		\$0.00		\$0.00	40	\$2,436.00
Participate in Monthly Progress/Review Meetings		60	\$3,654.00		\$0.00		\$0.00		\$0.00	60	\$3,654.00
<b>TOTAL:</b>		<b>554</b>	<b>\$33,738.60</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>554</b>	<b>\$33,738.60</b>

**Consultant Weighted Average Direct Labor Rates**  
**Malas Engineering LLC**

**Project ID: PUC-1003.1-MCDT**  
**2017-2018 Milwaukee County DT Bridge Inspection Program Management**  
**Milwaukee County Department of Transportation**

**Classification: Senior Engineer**

Employee Number (a)	Current Rate(b)	Percent Contribution(c)	(b*c)
Mac Malas	\$60.00	100.00%	\$60.90
<b>TOTAL</b>		100.00%	\$60.90

**Classification: Project Engineer**

Employee Number (a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
<b>TOTAL</b>		0.00%	\$0.00

**Classification: Staff Engineer**  
**Preparation of the County Staff Engineer**

Employee Number (a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
<b>TOTAL</b>		0.00%	\$0.00

**Classification: Technician**

Employee Number (a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
<b>TOTAL</b>		0.00%	\$0.00

Summary of Staff Hours and Direct Labor Costs

Malas Engineering LLC

Project ID: PUC-1003.1-MCDT  
 2017-2018 Milwaukee County DT Bridge Inspection Program Management  
 Milwaukee County Department of Transportation

CONSULTANT DIRECT LABOR RATES (Jan 1, 2017 -Dec 31, 2018)

Employee Name(a)	Classification(b)	Current Rate (c)	* % Pay Increase (d1)	New Pay Rate (e1)	Date of Increase (f1)	* % Pay Increase (d2)	New Pay Rate (e2)	Date of Increase (f2)	% Work at Current Rate (g)	% Work at Increased Rate (h1)	% Work at Increased Rate (h2)	Weighted Average Hourly Rate(i)
Mac Malas	Senior Engineer	\$60.00	0.00%	\$60.00	1/1/2016	3.00%	\$61.80		0.00%	0.00%	0.00%	\$60.90
Average-Selected individuals						2400.00%						
Average-Selected individuals												
Average-Selected individuals												

Contract Completion: 12/31/2018

**Fee Computation Summary by Engineering Task**

**Malas Engineering LLC**

**Project Total**

**Project ID: PUC-1003.1-MCDT 10/13/2016**

**2017-2018 Milwaukee County DT Bridge Inspection Program Management  
Milwaukee County Department of Transportation**

Task	Activity Code	Factored Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Administration & Coordination		\$1,461.60	\$1,461.60	\$233.86		\$3,157.06
Bridge & Signal Field Inspection & Reporting (minimum of 24)		\$12,180.00	\$12,180.00	\$1,946.80		\$26,308.80
Preparation of the County 2016 Bridge Budget		\$3,045.00	\$3,045.00	\$487.20		\$24.00
Preparation of the County 5-Year Bridge Budget (2016-2020)		\$2,436.00	\$2,436.00	\$389.76		\$5,261.76
Preparation of the County 2017 Bridge Budget		\$2,436.00	\$2,436.00	\$389.76		\$5,261.76
Preparation of the County 5-Year Bridge Budget (2017-2021)		\$2,436.00	\$2,436.00	\$389.76		\$5,261.76
Assist in Review/QA of Locals Bridge Inspection Reports		\$3,654.00	\$3,654.00	\$584.64		\$7,892.64
Engineering on Call Assistance ( 4 calls)		\$2,436.00	\$2,436.00	\$389.76		\$40.00
Participate in Monthly Progress/Review Meetings		\$3,654.00	\$3,654.00	\$584.64		\$7,892.64
<b>TOTAL:</b>		<b>\$33,738.60</b>	<b>\$33,738.60</b>	<b>\$5,398.16</b>	<b>\$0.00</b>	<b>\$72,875.38</b>

Home Office Overhead Rate: 100 % Fixed Fee: 8.00 %

**Consultant Contract Total Fee Computation**

**Malas Engineering LLC**

**PUC-1003.1-MCDT**

**2017-2018 Milwaukee County DT Bridge Inspection Program Management**

**Milwaukee County Department of Transportation**

10/13/2016

Project ID	PUC-1003.1-MCDT	Total for Contract
Number of Staff Hours	554	554
Total Direct Labor	\$33,738.60	\$33,738.60
Total Overhead Costs	\$33,738.60	\$33,738.60
Bridge & Signal Field Inspection & Reporting (Approx. 40)	\$5,398.18	\$5,398.18
Direct Expenses	\$0.00	\$0.00
<b>TOTAL COST</b>	<b>\$72,875.38</b>	<b>\$72,875.38</b>

Home Office Overhead Rate: 100.00%

Fixed Fee 8.00%





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines- 312-920-9177 Wells Fargo Insurance Services USA, Inc. 10 S. Wacker, 17th floor Chicago, IL 60606	<b>CONTACT NAME:</b> Alison Blaser <b>PHONE (A/C, No., Ext):</b> 312-658-4104 <b>E-MAIL ADDRESS:</b> alison.blaser@wellsfargo.com	<b>FAX (A/C, No):</b> 312-658-4110
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Collins Engineers, Inc. 123 N Wacker Dr Ste 900 Chicago IL 60606	<b>INSURER A:</b> Travelers Property Casualty Co of America	25674
	<b>INSURER B:</b> Travelers Indemnity Co of America	25666
	<b>INSURER C:</b> Commerce & Industry Insurance Company	19410
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 11038983 REVISION NUMBER: See below

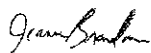
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		P-630-7A377680-TIL-16	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (La occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Valuable Papers \$ 150,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> HCPD/ACV		810-7A377680-TIA-16	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EX-7A377680-TIL-16	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC5226716 WC4321498 USL&H/ AOS	11/01/2016 11/01/2016	11/01/2017 11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE:Project: Structure Design, Inspection and Program Management Services CGD1140408 Additional Insureds: Milwaukee County

When agreed in a written contract with the Named Insured, the above is named as an additional insured as it relates to general liability and auto liability, in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds.

\$5M per occurrence limit is satisfied via combination of General Liability and Umbrella policies.

<b>CERTIFICATE HOLDER</b> Milwaukee County Department of Public Works Attention: Milwaukee County Risk Manager 10320 W. Watertown Plank Rd. 2nd Floor Wauwatosa, WI 53226	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Additional Remarks Schedule (Continued from Page 1)

When agreed in written contract with the Named Insured, a waiver of subrogation is afforded the Additional Insured as respects the workers compensation policies in accordance with the terms and conditions of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, forms a part of Policy No. WC5226716  
Issued to COLLINS ENGINEERS, INC. 11/01/2016 11/01/2017

By COMMERCE AND INDUSTRY INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_

Authorized Representative

**CONTRACT FORM** 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	<b>CONTRACT TYPE</b>		
	Professional Service - Operating		X
	Professional Service - Capital		
	Purchase of Service		
	Preliminary	X	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Department of Transportation	510	5130

**VENDOR INFORMATION**

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
91329		X		

NAME OF VENDOR	ADDRESS
Collins Engineers, Inc.	2033 West Howard Ave, Suite 300 Milwaukee, WI 53208

TAX I.D. NO.	EFFECTIVE DATES: begin date                      end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
36-3030616	01/01/17                      12/31/18	24 months		\$ 205,244.24

**ACCOUNTING INFORMATION**

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017	01	0001	510	5130			6148				\$ 105,244.24
2018	01	0001	510	5130			6148				\$ 100,000.00

**PURPOSE OF CONTRACT**

Consultant Design Services, including but not limited to structure design, inspection and program management services and other work up to an amount not to exceed \$205,244.24. See attached contract for further details.

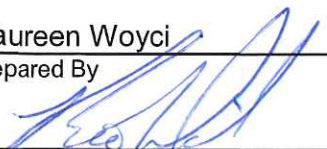
Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. \_\_\_\_\_ Date Approved \_\_\_\_\_

If NO, why is County Board approval not required? \_\_\_\_\_

Was Contract **fully** executed prior to work being performed (all signatures received)?  YES  NO

Is Vendor a certified professional service DBE?  YES  NO

Prepared By  Signature of County Administrator	Date 10/28/16 Date 10/31/16	Senior Capital Financial Analyst Title Director, Department of Transportation Title
--	--------------------------------------	--

## Certificate Of Completion

Envelope Id: 616AF219A7E542068354F1F7A71541C5

Status: Sent

Subject: Please DocuSign: MCDOT Collins Bridge Inspection Contract .pdf

Source Envelope:

Document Pages: 46

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Andrea Weddle-Henning

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

andrea.weddle-henning@milwaukeecountywi.gov

IP Address: 204.194.251.5

## Record Tracking

Status: Original

Holder: Andrea Weddle-Henning

Location: DocuSign

11/1/2016 11:24:10 AM

andrea.weddle-henning@milwaukeecountywi.gov

## Signer Events

### Signature

### Timestamp

Rick Norris

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

DocuSigned by:

AD4C84D4023E450...

Using IP Address: 204.194.251.5

Sent: 11/1/2016 11:34:39 AM

Resent: 11/2/2016 9:01:50 AM

Resent: 11/2/2016 1:19:05 PM

Resent: 11/3/2016 1:02:28 PM

Viewed: 11/3/2016 1:19:24 PM

Signed: 11/3/2016 1:20:19 PM

Risk Management

amy.pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
Accepted: 2/25/2014 12:36:39 PM  
ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

DocuSigned by:

E454E4CA2D21452...

Using IP Address: 204.194.251.3

Sent: 11/3/2016 1:20:20 PM

Viewed: 11/4/2016 8:21:54 AM

Signed: 11/4/2016 8:23:43 AM

Paul D. Kuglitsch

corpcounselsignature@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

DocuSigned by:

2BE87A71B2AE4E5...

Using IP Address: 204.194.251.5

Sent: 11/4/2016 8:23:45 AM

Resent: 11/4/2016 3:34:53 PM

Resent: 11/7/2016 10:12:09 AM

Viewed: 11/7/2016 1:09:19 PM

Signed: 11/7/2016 1:09:37 PM

Scott B. Manske

comptrollerssignature@milwcnty.com

Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

DocuSigned by:

F7354A95DB0643E...

Using IP Address: 70.92.13.82


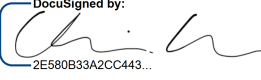
Sent: 11/7/2016 1:09:39 PM

Resent: 11/7/2016 1:14:08 PM

Resent: 11/8/2016 1:37:34 PM

Viewed: 11/8/2016 3:47:04 PM

Signed: 11/8/2016 3:51:59 PM

Signer Events	Signature	Timestamp
<p>Brian Dranzik  Brian.Dranzik@milwaukeecountywi.gov  Director of Transportation  Milwaukee County  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:  Not Offered via DocuSign  ID:</p>	<p>DocuSigned by:    DC80BD388A73433...  Using IP Address: 204.194.251.5</p>	<p>Sent: 11/8/2016 3:52:00 PM  Resent: 11/8/2016 4:13:17 PM  Viewed: 11/8/2016 4:18:41 PM  Signed: 11/8/2016 4:19:06 PM</p>
<p>County Executive  cabele@milwcnty.com  County Executive  Milwaukee County  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:  Not Offered via DocuSign  ID:</p>	<p>DocuSigned by:    2E580B33A2CC443...  Using IP Address: 204.194.251.5</p>	<p>Sent: 11/8/2016 4:19:08 PM  Resent: 11/8/2016 4:34:04 PM  Resent: 11/9/2016 12:33:59 PM  Viewed: 11/9/2016 1:21:29 PM  Signed: 11/9/2016 1:21:53 PM</p>
<p>Corporation Counsel  corp counselsignature@milwcnty.com  Deputy Corporation Counsel  Milwaukee County  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:  Not Offered via DocuSign  ID:</p>		<p>Sent: 11/9/2016 1:21:55 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2016 1:21:55 PM
Electronic Record and Signature Disclosure		



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- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

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