

AMENDMENT NO. 1
TO THE CONSTRUCTION ENGINEERING SERVICES CONTRACT
BETWEEN THE MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION
AND BLOOM COMPANIES, LLC (CONSULTANT)

For: Project ID# WH020152-1
S. North Cape Road (CTH J), Phase 1
Scherrei Drive to S. Carroll Circle
Milwaukee County

The CONTRACT, made and entered into by and between Milwaukee County, hereinafter named the County, and Bloom Companies, LLC hereinafter named the CONSULTANT, dated March 17, 2015 is hereby amended as set forth on the following pages, which are annexed and made part of the original CONTRACT.

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

BLOOM COMPANIES, LLC

 05/27/15

Yakov Nenaydykh, Executive Vice President Date

**FOR MILWAUKEE COUNTY
WISCONSIN.**

DocuSigned by:
 6/2/2015

Rick Norris, Bus. Dev. Partners Date

DocuSigned by:
 6/4/2015

Risk Management Date

Approved as to Execution

DocuSigned by:
 6/8/2015

Mark A. Grady, Corporation Counsel Date

Pursuant to 59.255(2)(3) Wisconsin Statutes

DocuSigned by:
 6/8/2015

Comptroller Date

Director, Department of Transportation

DocuSigned by:

Brian Dranzik

6/8/2015

DC80BD388A73433...

Date

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

DocuSigned by:

Ch...

6/12/2015

2E580630213...

County Executive

Date

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

Corporation Counsel

Date

The primary reason(s) for this amendment:

Amendment 1 is a cost increase amendment that is required because

Additional field exploration has been requested by Milwaukee County to determine subsurface conditions along S. North Cape Road and record observations and locations using GPS. Meetings have been scheduled that were not part of initial contract in order to determine design changes required to address subsurface conditions. These investigations and meetings, and resulting field changes implementation will require additional efforts by the CONSULTANT. Increased public information and inspection efforts have also been determined to be required now that project construction has started, as property owner requests and local community communication has demanded hours beyond the actual construction activity time. The contractor started operations on a date earlier than had been expected, and has been working longer hours than had been previously expected. Inspection and construction administration staff have been requested by Milwaukee County to extend their hours to match that of the contractor to assure proper implementation and response to property owners. Finally, there has been extraordinary time required for utility coordination specific to the relocation of facilities and providing temporary accommodations so that the road contractor can proceed without delay. All utility moves had been anticipated to be completed prior to construction per the original contract.

Section II.C.(10) Services To Be Performed By The Consultant of the GENERAL PROVISIONS is amended to be replaced with the following:

(10) The first sentence is deleted and replaced with the following: The CONSULTANT will not be required to perform construction survey and staking for the project with the exception of that which would be necessary to verify contractor layout *and record locations of subsurface verification*. The CONSULTANT shall verify contractor staking as part of the construction inspection. Verification shall be performed at approximately 20% rate or as directed by DEPARTMENT. *Subsurface verification performed by the contractor will be recorded using GPS, and identify the station, offset and elevation of the bottom of the excavation performed for the verification*. Excavation Common, Marsh Excavation, Borrow, or any other earthmoving activity is expected to be paid at plan quantity, verification of contractor's survey, tickets or in truck measurement. The CONSULTANT is not responsible for any Right-of-Way staking prior or during construction. The CONSULTANT is also not responsible for perpetuation of existing or proposed property corners.

BASIS OF PAYMENT is amended to be replaced with the following:

BASIS OF PAYMENT

Section IV.A. General of the GENERAL PROVISIONS is amended as follows:

Sections IV.A.(2); IV.A.(4); IV.A.(5); IV.A.(11) are deleted in their entirety

Section IV.A.(12) is added as follows:

- (12) The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:
- a) For Construction Management Services performed by CONSULTANT the CONSULTANT's actual cost not to exceed **\$97,544.09 (an increase of \$43,712.30)**.

- b) For performing the material testing, compilation of material records for finals completion and general construction inspection on this project sublet to Xpertz Engineering, LLC the CONSULTANT's actual cost not to exceed \$40,367.38.

For all services on this contract, total compensation shall not exceed \$137,911.47 *(an increase of \$43,712.30)*, unless approved by a written CONTRACT amendment.

Bloom Companies, LLC
PROFESSIONAL SERVICES ESTIMATE
Amendment #1
PROJECT TOTAL

Project ID: WH020152-1
Highway: S. North Cape Road (CTH J), Phase I
Limits: Scherrei Drive to S. Carroll Circle

LABOR COSTS													
Classification		Project Engineer		Materials Technician		Staff Engineer		Project Manager		Accounting		TOTAL	
Hourly Wage @ 2.76		\$105.35		\$73.97		\$65.94		\$176.92		\$87.77			
Task	Activity Code	HRS	Dollars	HRS	Dollars	HRS	Dollars	HRS	Dollars	HRS	Dollars	HRS	Dollars
Project Dev - Admin/Coordination	740	17	\$1,790.95					5	\$884.60	2	\$175.54	24	\$2,851.09
Project Development - Meetings	747	21	\$2,212.35									21	\$2,212.35
Evaluate Constr Matrix Quality	852	20	\$2,107.00	16	\$1,183.52							36	\$3,290.52
Evaluate Work Operation	853	234	\$24,651.90	4	\$295.88	24	\$1,582.56					262	\$26,530.34
Const Contract Accounting	881	40	\$4,214.00									40	\$4,214.00
Construction Finals Completion	828	40	\$4,214.00									40	\$4,214.00
SUBTOTAL - LABOR		372	\$38,190.20	20	\$1,479.40	24	\$1,582.56	5	\$884.60	2	\$175.54	423	\$43,312.30
REIMBURSABLE EXPENSES - BILLED AT ACTUAL COST													
Description												Dollars	
GPS \$40/hr												\$400.00	
SUBTOTAL - REIMBURSABLE EXPENSES												\$400.00	
CONSULTANT FEES													
Description												Dollars	
SUBTOTAL - CONSULTANT FEES												\$0.00	
TOTAL FEE												\$43,712.30	

(BM1-3414, BG01 Cost Proposal.xls)



ADDITIONAL REMARKS SCHEDULE

AGENCY Diversified Insurance Solutions		NAMED INSURED Bloom Companies LLC 10501 W. Research Drive S#100 Milwaukee, WI 53226	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

ILE 1037 11 05 Additional Insured Wrap- General Liability

Additional Insured When Required by Written Construction Contract, Waiver of Transfer of Rights

#IL1040 Extended Automatic Additional Insured-General Liability

#CUE 5093 04 10 Umbrella Liability policy provides additional coverages over Workers Compensation policy for total limits of \$5,000,000.

#CAE 0131 08-10 Automobile: Automatic Additional Insured status ,Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation)

as respects liability resulting from operations of Named insured.

30 days' notice of cancellation and Waiver of Subrogation for Workers Compensation to be added.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

Schedule

State	Entity Name	Contract or Project Number	Description of Work	Waiver Premium	Waiver Type
WI	Milwaukee County 2711 W Wells St Milwaukee, WI 53208			\$50	FLAT
WI	Milwaukee County Department-Department of Transportation, Technology Innovation Center 10437 Innovation Dr Wauwatosa, WI 53226			\$50	FLAT
WI	Milwaukee Metropolitan Sewerage District 260 W Seeboth St Milwaukee, WI 53204			\$50	FLAT

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2015 Policy No. 20-WC-003218173-5 Endorsement No. 002

Insured Bloom Companies LLC Premium \$

Insurance Company

Countersigned by _____

SECURA INSURANCE, A Mutual Company

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

CONTRACT FORM 1684 R4 (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	CONTRACT TYPE		
	Professional Service - Operating		
	Professional Service - Capital		
	Purchase of Service		
	Preliminary	X	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Department of Transportation and Public Works	120	1200

VENDOR INFORMATION

VENDOR NO	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
99024			X	

NAME OF VENDOR	ADDRESS
Bloom Companies, LLC	10501 W Research Drive Suite 100 Milwaukee, WI 53226

TAX I.D. NO.	EFFECTIVE DATES: begin date	end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
39-1912223	03/01/15	12/31/15	10	\$ 43,712.30	\$137,911.47

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
2015	01	1200	120	1200	WHG9	W1A1	8530	WH020152			\$43,712.30

PURPOSE OF CONTRACT

Construction Management and Engineering Services for roadway reconditioning of S. North Cape Road (CTH J) consisting of grading, pulverizing, asphalt paving, culvert installation, guardrail installation, erosion control, permanent signing, traffic control, pavement marking, restoration and all incidental items necessary to compete the work.

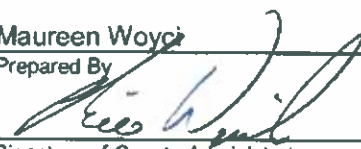
Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? Capital Project

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 06/03/15 Date	Title Senior Capital Financial Analyst Director, Department of Transportation Title
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Certificate of Completion

Envelope Number: C04B2B876F8147968CD6E4A0EF62678A
 Subject: Please DocuSign this document: Amendment 1 CTH J Phase 1.pdf
 Source Envelope:
 Document Pages: 10
 Certificate Pages: 5
 AutoNav: Enabled
 Enveloped Stamping: Enabled

Status: Sent

Envelope Originator:
 Maggie Rust
 901 N 9th St
 Ste 301
 Milwaukee, WI 53233
 margaret.rust@milwaukeecountywi.gov
 IP Address: 204.194.251.5

Record Tracking

Status: Original
 6/2/2015 1:54:39 PM CT


Holder: Maggie Rust
 margaret.rust@milwaukeecountywi.gov

Location: DocuSign

Signer Events

Amy Pechacek
 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 CT
 ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

Signature

DocuSigned by:

 E454E4CA2D21452

Using IP Address: 204.194.251.5

Timestamp

Sent: 6/2/2015 1:58:12 PM CT
 Viewed: 6/4/2015 9:04:23 AM CT
 Signed: 6/4/2015 9:13:54 AM CT

Rick Norris
 rick.norris@milwaukeecountywi.gov
 CBDP Director
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

DocuSigned by:

 AD4C84D4023E450

Using IP Address: 204.194.251.5

Sent: 6/2/2015 1:58:12 PM CT
 Viewed: 6/2/2015 2:52:38 PM CT
 Signed: 6/2/2015 3:00:06 PM CT

Mark A Grady
 corpcounselsignature@milwcnty.com
 Deputy Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:


DocuSigned by:

 2BE97A71B2AE4E5

Using IP Address: 204.194.251.5

Sent: 6/4/2015 9:13:55 AM CT
 Viewed: 6/8/2015 11:13:42 AM CT
 Signed: 6/8/2015 11:17:12 AM CT

Scott B. Manske
 comptrollerssignature@milwcnty.com
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

DocuSigned by:

 F7354A95DB0643E

Using IP Address: 204.194.251.5

Sent: 6/8/2015 11:17:14 AM CT
 Viewed: 6/8/2015 12:54:57 PM CT
 Signed: 6/8/2015 12:55:56 PM CT

Signer Events

Brian Dranzik
brian.dranzik@milwaukeecountywi.gov
Director of Transportation
Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered
ID:

Signature

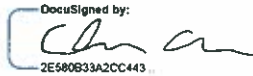


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Timestamp

Sent: 6/8/2015 12:55:58 PM CT
Viewed: 6/8/2015 4:39:52 PM CT
Signed: 6/8/2015 4:40:29 PM CT

Chris Abele
cabele@milwcnty.com
County Executive
Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered
ID:



Using IP Address: 204.194.251.5

Sent: 6/8/2015 4:40:30 PM CT
Viewed: 6/12/2015 4:36:30 PM CT
Signed: 6/12/2015 4:36:52 PM CT

Corporation Counsel
corp counselsignature@milwcnty.com
Deputy Corporation Counsel
Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered
ID:

Sent: 6/12/2015 4:36:54 PM CT

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	6/12/2015 4:36:54 PM CT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to 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">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** 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

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.