

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICE CONTRACT
BETWEEN MILWAUKEE COUNTY AND CSDA DESIGN GROUP
FULLY EXECUTED BY THE PARTIES ON MARCH 11, 2010**

WHEREAS, the parties, Milwaukee County and CSDA Design Group ("CSDA") (formerly Corlett, Skaer, & DeVoto Architects) executed a Professional Service Contract ("Contract") on March 11, 2010, for the delivery of professional services to implement the Airport Area Noise Management Program ("NMP") for a 24-month term ending March 31, 2012; and

WHEREAS, Milwaukee County (the "County") and CSDA executed Amendment No. 1 on April 2, 2012, executed Amendment 2 on March 18, 2013 and executed Amendment 3 on March 31, 2014; and

WHEREAS, the NMP requires the delivery of ongoing professional services by CSDA to complete implementation of the County's Noise Management Program which includes the sound insulation of approximately 700 homes; and

WHEREAS, it is the County's goal to achieve a ratio of professional services costs to construction costs of 35/65 and to close the Noise Management Program in accordance with Federal Aviation Regulations during the four-month amended term of Amendment No. 4; and

WHEREAS, CSDA shall complete the implementation of this program out of the local program office under the direction of General Mitchell International Airport using the NMP Policies and Procedures Manual (as may be amended from time to time) for a term of four (4) months beginning April 1, 2015 through July 31, 2015;

NOW THEREFORE, the parties agree to amend the Contract as follows:

1. Compensation to CSDA (including subconsultants) for services performed under Amendment No. 4 shall not exceed unless agreed to by the County in writing.
 - a) Compensation for work performed by full-time Noise Management Program office staff (Krishna McIver, Terry Nitka, Tiffany Martens, Veronica Hawkins, and Lynn Calicchio) shall be a fixed lump sum fee of \$312,858 (three hundred twelve thousand eight hundred fifty-eight dollars) regardless of the actual number of hours incurred and shall be billed in equal monthly amounts over the term of this amendment.
 - b) Compensation for all work performed by CSDA and subconsultant staff other than those listed above shall be at the County-approved hourly rate listed on the "Direct Salary Rate/Hour" form for all hours worked be a not-to-exceed amount of \$1,017,461 (one million seventeen thousand four hundred sixty-one dollars).
2. CSDA's (including subconsultants) allowable reimbursable expenses for Amendment No. 4 shall not exceed \$324,640 (three hundred twenty-four thousand six hundred forty dollars) unless agreed to by the County in writing.
3. The total amount of Amendment No. 4 including CSDA's services and CSDA's allow-able reimbursable expenses shall not exceed \$1,654,960 (one million six hundred fifty-four thousand nine hundred sixty dollars) unless agreed to by the County in writing.
4. The services provided as part of this Amendment No. 4 are based on the "Not-To-Exceed" Sum established in Para. 3 above using approved Individual "Direct Salary Rates/Hour" and Reimbursable Expenses as provided in this Amendment. Reimbursable expenses are limited to those expenses not included in the CSDA's and/or subconsultants' "Overhead Factor." Compensation (applicable to both CSDA and subconsultants) for services shall be based on the following terms and conditions:
 - a) Direct Salary Rates/Hour shall be reported by CSDA (and subconsultants) and approved by the County using Form B-1 attached hereto. On Form B-1, list staff by name, including clerical staff, who will be assigned to the Project. Indicate for each position a status of salaried or hourly, Overhead rate (Overhead Factor less profit) contained within the Overhead Factor submitted by CSDA and each subconsultant

shall be Federal Acquisition Regulation (48 CFR 1-31) audit certified. Provide a copy of the most recent auditor's report for each rate.

- b) If CSDA or subconsultant does not possess a FAR audit certified rate, then each shall submit (Attachment B-2 of 2) their proposed rate, for the fiscal year, with identification of the accounting method used and certification that the proposed rate contains only those indirect costs proper and appropriate for the type of professional services sought by this Agreement. It is understood and agreed that no direct charge will be made for labor or expenses included in the overhead factor.
- c) The "Overhead Factor" and the "Principal's Flat Rate" shall include but are not limited to reimbursement for the following:
- | | |
|--|--|
| - Social Security | - Office Utilities |
| - Vacation, Holiday & Sick Pay | - General Office Expenses |
| - Pension & Personal Insurance Plans | - Dues & Subscriptions |
| - Local Telephone & Fax Service | - Profit |
| - Insurance | - Registration Fees |
| - Postage & Shipping (see "C-2") | - Legal & Accounting Expenses |
| - Taxes | - Auto Expenses, Parking |
| - Office & Drafting Supplies | - Travel costs to locations within a
100-mile radius of Milwaukee |
| - Repairs & Maintenance | - General Advertising |
| - Meals | - Selling Expense |
| - Use of CAD Equipment and System
(Including drawing plots) | - Office Rental |
| | - Miscellaneous Overhead |
- d) The fee presented in this amendment was calculated using a reduced number of annual billing hours such that overhead for vacation, holiday, and sick pay is not incurred other than in the Overhead Factor as described above.
- e) For personnel changes or permanent classification changes during the term of this Agreement, CSDA shall submit a new Form B-1 prior to adding or deleting staff used or before making permanent classification changes for approval to the Airport Noise Program Manager.
- f) When personnel are added or classifications are changed, the new "Direct Salary Rate/Hour" shall not increase more than 5% (five percent) above the Rate previously listed for the specific classification being replaced. Annual rate increases are accepted

once each year in January, the new "Direct Salary Rate/Hour" will not increase more than 10% (ten percent) above the Rate previously approved for the specific classification.

- g) The compensation payable to CSDA (including subconsultants and reimbursable expenses) shall have the goal of a maximum ratio of a proportion of 35% professional services compared to 65% construction costs.
- h) The budget established for the implementation of Amendment No. 4 shall be considered absolute. CSDA shall advise the County in writing:
 - 1) If directives or actions of the County increase the scope of services or cost of the program are considered by CSDA to constitute Additional Services under this Amendment No. 4.
 - 2) If the average monthly ratio of consultant billings to construction costs exceed a 35% (thirty-five percent) professional services to 65% (sixty-five percent) construction costs ratio.
- i) With respect to the day-to-day management and administration of this Contract, all communications by CSDA (including CSDA sub consultants) with Milwaukee County and General Mitchell International Airport shall be made directly to the following Airport Staff:
 - 1) Communication to David Shikhman, Managing Engineer-Field Operations for all technical, construction, DBE issues, and for review of contractor invoices and signing of contractor payment certificates.
 - 2) Communication to Kim Berry, Airport Noise Program Manager, for overall program administration and program reporting.
 - 3) Communication to the Airport Director for signing of construction contract and approval of consultant billings.

5. The parties recognize and agree that the funds identified in this Amendment No. 4 may not, for various reasons, including but not limited to varying or low participation rates, be expended or disbursed and that nothing contained in this Amendment No. 4 or in the Agreement or in any other amendment thereto shall compel such expenditure or disbursement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

RECOMMENDED FOR APPROVAL:

FOR MILWAUKEE COUNTY

CSDA DESIGN GROUP

Tony Ben 1/29/15
Interim Airport Director Date

Randall B. DeVoto
Print Name

Above Signature Witnessed by
Debra DeBergh

Randall B. DeVoto 1/29/15
Signature and Date

Principal
Title

943235744

Reviewed by County's Risk Manager:

Taxpayer ID No.

DocuSigned by:
[Signature] 2/11/2015
E456C427D21452
By Risk Manager Date

Above Signature Witnessed by:

[Signature]

Approved with regards to Milwaukee County Ordinance Chapter 42:

IF PRINCIPAL IS A CORPORATION
IMPRINT CORPORATE SEAL

DocuSigned by:
Rick Norris 2/3/2015
AD4C8MD4023E450
Community Business Development Partners Date

DocuSigned by:
[Signature] 3/6/2015
7734A85E0D04E
Scott B. Manske Date
Comptroller

Approved as to Execution:

[Signature] 1.19.15
By Assistant Corporation Counsel Date

Chris Abele, County Executive Date

Approved as to Wis. Stats. §59.42

Corporation Counsel Date

2022			2023			2024			2025			2026			2027			2028			2029			2030														
Category	Item	Units	2022	2023	2024	2025	2026	2027	2028	2029	2030	2022	2023	2024	2025	2026	2027	2028	2029	2030	2022	2023	2024	2025	2026	2027	2028	2029	2030									
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Academics	Academic Manager	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
Project 1: [Project Name]																														
Account	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Item	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-Item	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL																														
Account	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

GMIA NMP			
Budget Summary - April 2015-2016		TOTAL	%
CSDA	Lump Sum	\$ 153,742	9.3%
	T&M	\$ 188,015	11.4%
	Reimbursables	\$ 233,740	14.1%
	SUBTOTAL	\$ 575,498	34.8%
CSDA Acoustical	T&M	\$ 149,569	9.0%
	Reimbursables	\$ 6,900	0.4%
	SUBTOTAL	\$ 156,469	9.5%
KPH Construction	Lump Sum	\$ 55,001	3.3%
	T&M	\$ 136,826	8.3%
	Reimbursables	\$ 4,000	0.2%
	SUBTOTAL	\$ 195,826	11.8%
2-Story	Lump Sum	\$ 61,422	3.7%
	T&M	\$ 94,225	5.7%
	Reimbursables	\$ 6,000	0.4%
	SUBTOTAL	\$ 161,647	9.8%
Hill International	Lump Sum	\$ 42,682	2.6%
	T&M	\$ 114,467	6.9%
	Reimbursables	\$ 49,000	3.0%
	SUBTOTAL	\$ 206,160	12.5%
Psomas	T&M	\$ 218,919	13.2%
	Reimbursables	\$ 13,000	0.8%
	SUBTOTAL	\$ 231,919	14.0%
Toki & Associates	T&M	\$ -	0.0%
	Reimbursables	\$ -	0.0%
	SUBTOTAL	\$ -	0.0%
Roth Heating	T&M	\$ 16,078	1.0%
	Reimbursables	\$ 4,000	0.2%
	SUBTOTAL	\$ 20,078	1.2%
Geiger + Larson Engineering	T&M	\$ 15,696	0.9%
	Reimbursables	\$ 4,000	0.2%
	SUBTOTAL	\$ 19,696	1.2%
Chicago Title	T&M	\$ -	0.0%
	Reimbursables	\$ 4,000	0.2%
	SUBTOTAL	\$ 4,000	0.2%
Friebert, Finerty & St. John	T&M	\$ 83,667	5.1%
	Reimbursables	\$ -	0.0%
	SUBTOTAL	\$ 83,667	5.1%
TOTAL	Lump Sum	\$ 312,858	18.9%
	T&M	\$ 1,017,481	61.5%
	Reimbursables	\$ 324,640	19.6%
	TOTAL	\$ 1,654,960	100.0%
	DBE Participation	10%	

Milwaukee County
Department of Transportation and Public Works

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE

(Used For All Billed Services; Separate
Schedule Required for Prime Consultant & Each Sub-consultant)

Firm Name CSDA Design Group (formerly CSDA Architects, Inc.)
Principal-In-Charge Randall B. DeVolo
Wisconsin Reg. Number C076271
Principal's Flat Rate \$ 81.89 /Hr
Overhead & Profit Factor (Multiplier) 3.282

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

Name	Classification	%	Direct Salary Rate / Hour	
Tom Kenney	Advisor	0%	\$57.68	Hourly
Krishna McIver	Program Manager	5%	\$55.61	Salary
Paul Gylmah	Surveyor	5%	\$32.09	Salary
Randy Waldeck	Director	5%	\$75.98	Salary
Dave McMahon	Construction Manager	5%	\$43.15	Hourly
Therese Nitka	Admin Assistant	5%	\$14.60	Hourly
Diana Marquez	CADD	5%	\$28.39	Salary
Victoria Yau	CADD	5%	\$28.94	Salary
Amanda Huft	CADD	5%	\$28.39	Salary
Gregory Baker	CADD	5%	\$21.20	Hourly
Paul Phaisinchalaree	CADD	5%	\$21.20	Hourly
Antonio Tan	Acoustician	5%	\$37.66	Salary
Anissa Wong	CFO	0%	\$67.31	Salary
Janice Amboy	Accountant	0%	\$38.46	Salary

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's firm. 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.

AGR-C/01-08

ATTACHMENT "B-1" OF 2

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)

overhead rate calculation. 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 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 factor.

Signature: Randall B. DeVito Date: 1/9/2015
Title: Vice-President

The foregoing is a true and actual accounting of the rates of CSDA Design Group as of December 31, 2010

Approved for Milwaukee County Department of Transportation and Public Works.

Signature: [Signature]
Title: Vice-President

Date: _____, 20____
Signature: _____
Title: _____

Milwaukee County
Department of Transportation and Public Works

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE

(Used For All Billed Services; Separate
Schedule Required for Prime Consultant & Each Sub-consultant)

Firm Name KPH Construction, Corp Principal-in-Charge Keith Harenda
Wisconsin Reg. Number 674945

Principal's Flat Rate \$197.37/HR

Overhead & Profit Factor (Multiplier) 3.0239
(Include copy of audited account of overhead factor or complete Attachment B-2 of 2.)

Name	Classification	Direct Salary Rate/Hour	
Steve Madziarczyk	Vice President, Construction	\$55.64	salaries
Rudy Cure	General Superintendent	\$41.68	salaries
Martin Morales	General Superintendent	\$45.11	hourly
Ray Graham	General Superintendent	\$45.11	hourly
Levi Jungbluth	Project Engineer	\$24.42	salaries
Matt Schroeder	Project Manager	\$38.87	salaries
Leo Talsky	Director of Mentoring	\$41.68	salaries
Kert Harenda	Environmental Inspector	\$38.22	salaries
Dean Jacobsen	Environmental Inspector	\$38.22	hourly
Ken Harenda	Environmental Trainer	\$43.10	hourly
Mark Meiling	Air Quality Technician	\$38.22	hourly
Mike Sabljak	Assistant Project Manager	\$24.72	salaries
Tiffany Martens	Assistant Project Manager	\$24.98	salaries
Joe Dierbeck	Assistant Air Quality Technician	\$19.06	salaries
Jeff Hatzenbellar	General Superintendent	\$45.11	hourly

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's firm. 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 Approved for Milwaukee County accounting of the rates of Department of Transportation and Public Works

The foregoing is a true and actual Approved for Milwaukee County accounting of the rates of Department of Transportation and Public Works

Keith Harenda

as of: January 8, 2015

Signature: 

Title: President

Date: _____

Signature: _____

Title: _____

If your firm does not possess a F.A.R. audit certified rate, please complete the following:

Overhead Rate = 1.749 (Without Profit)

KPH Construction, Corp. does not have an audit-certified
(Name of Firm)

overhead rate calculation. 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 standards of

Generally Accepted Accounting Principles

(Accounting Practice Used)

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

Signature: _____



Date: January 8, 2015

Title: Controller

Milwaukee County
 Department of Transportation and Public Works

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE
 (Used For All Billed Services; Separate
 Schedule Required for Prime Consultant & Each Sub-consultant)

Firm Name **2-STORY CREATIVE, LTD. (merged with WEISS & COMPANY 4/1/13)**
 Principal-in-Charge **JENNIFER L. WEISS**
 Wisconsin Reg. Number **Sales and Use Tax # 456-000086932-03**

Principal's Flat Rate **\$60.56/HR.**
 Overhead & Profit Factor (Multiplier) **165% OVERHEAD**
 **10% PROFIT**
 (Include copy of audited account of overhead factor or complete Attachment B-2 of 2.)

Name	Classification	Direct Salary Rate/Hour
JENNIFER L. WEISS	PROFESSIONAL/MANAGERIAL	\$60.56/HOUR (SALARY) <i>Effective 4/1/15</i>
OFFICE MANAGER VERONICA HAWKINS	MANAGERIAL	\$31.58/HOUR (SALARY) <i>Effective 4/1/15</i>

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's firm. 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 Approved for Milwaukee County accounting of the rates of Department of Transportation and Public Works

The foregoing is a true and actual Approved for Milwaukee County accounting of the rates of Department of Transportation and Public Works

as of: Signed 1/7/15
Effective 4/1/2015

Date: _____, 200__

Signature: *Jennifer I. Weiss*

Signature: _____

Title: Vice President

Title: _____

If your firm does not possess a F.A.R. audit certified rate, please complete the following:

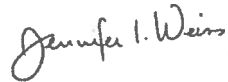
Overhead Rate = 165% (Without Profit)

2-STORY CREATIVE, LLC does not have an audit-certified overhead rate calculation. 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 standards of **CASH BASIS ACCOUNTING**

(Accounting Practice Used)

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

Signature:



Jennifer L. Weiss

Title:
Date:

Vice President
1/7/15

Milwaukee County
Department of Transportation and Public Works

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE
(Used For All Billed Services; Separate
Schedule Required for Prime Consultant & Each Sub-consultant)

Firm Name Hill International

Principal-in-Charge Michael B. Smith

Wisconsin Reg. Number _____

Principal's Flat Rate \$ \$100.84 /HR.

Overhead & Profit Factor (Multiplier) 2.343
(Include copy of audited account of overhead factor or complete Attachment B-2 of 2.)

Name	Classification	Direct Salary Rate/Hour
Jonathan Liebe	Project Manager	\$65.48
Lynn Calicchio	Document Control Specialist	\$27.31
Scott Johnson	Construction/Controls Specialist	\$56.56

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's firm. 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.

If your firm does not possess a F.A.R. audit certified rate, please complete the following:

Overhead Rate = 113% (Without Profit)

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

overhead rate calculation. 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 standards of

_____ Federal Acquisition Regulations
(Accounting Practice Used)

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

Signature: _____

Date: January 8, 2015

Title: Sr. Vice President

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

Approved for Milwaukee County
Department of Transportation and Public
Works

Hill International, Inc.

as of: January 8, 2015

Signature: 

Date: _____, 20

Signature: _____

Title: Sr. Vice President Title: _____

Milwaukee County
Department of Transportation and Public Works

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE
(Used For All Billed Services; Separate
Schedule Required for Prime Consultant & Each Sub-consultant)

Firm Name Psomas Principal-In-Charge Craig Gooch
Wisconsin Reg. Number _____

Principal's Flat Rate \$ 95.05 /HR.

Overhead & Profit Factor (Multiplier) 2.98
(Include copy of audited account of overhead factor or complete Attachment B-2 of 2.)

Name	Classification	Direct Salary Rate/Hour
Han Chu	Program Manager	69.22
Keith Palmer	Programmer	41.41
Arthur (Alex) Evelt	Technician	27.72
Surya Halim	Programmer	33.49
Majunu Seran	Programmer	41.41

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's firm. 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 Approved for Milwaukee County accounting of the rates of Department of Transportation and Public Works

The foregoing is a true and actual Approved for Milwaukee County accounting of the rates of Department of Transportation and Public Works

_____ as of: _____, 201__

Date: January 7, 2015

Signature: _____

Signature: 

Title: _____

Title: Vice President

If your firm does not possess a F.A.R. audit certified rate, please complete the following:

Overhead Rate = 131.8% (Without Profit)

Roth Heating Co., Inc. does not have an audit-certified
(Name of Firm)

overhead rate calculation. 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 standards of

General Accounting Practices
(Accounting Practice Used)

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

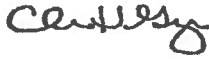
Signature:  Date: January 14, 2015

Title: Vice President

The foregoing is a true and actual Approved for Milwaukee County accounting of the rates of Department of Transportation and Public Works

as of: January 30, 2014

Date: _____



Signature: _____

Signature: _____

Title: Principal

Title: _____

If your firm does not possess a F.A.R. audit certified rate, please complete the following:

Overhead Rate = 2.3 (Without Profit)

Geiger & Larson Engineering Inc.

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

overhead rate calculation. 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 standards of Accrual Accounting Basis

(Accounting Practice Used)

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

Signature: 

Date: Jan 30, 2014

Title: Principal

Milwaukee County
Department of Transportation and Public Works

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE
(Used For All Billed Services; Separate
Schedule Required for Prime Consultant & Each Sub-consultant)

Firm Name Friebert, Finerty & St. John, S.C.
Principal-in-Charge Lawrence J. Glusman
Wisconsin Reg. Number 031232155
Principal's Flat Rate \$308/HR.
Overhead & Profit Factor (Multiplier) Variable (see chart)

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

Name	Classification	Direct Salary Rate/Hour
John D. Finerty	Attorney - Salary	Loaded rate \$495/hr.
Lawrence J. Glusman	Attorney - Salary	Loaded rate \$308/hr.
Susan K. Jensen	Paralegal - Salary	Loaded rate \$143/hr.

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's firm. 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 project, changes in basic salary rates may be submitted for approval only in January of each calendar year.

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

Overhead Rate = variable (Without Profit)

Friebert, Finerty & St. John, S.C. does not have an audit-certified

overhead rate calculation. 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 standards of:

GAAP

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

Signature:  Date: 01/07/15
Title: Shareholder

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

Approved for Milwaukee County Department of Transportation and Public Works

Friebert, Finerty & St. John, S.C.

As of January 7, 2015 Date: _____, 20____
Signature:  Signature: _____
Title: Shareholder Title: _____

COUNTY OF MILWAUKEE
DBE Participation Recommendation Form
Professional Services Notification per Chapter 42

County Contract/Project Manager: Kim Berry Date: 1/21/2009
Building: Airport Room No. _____ Phone: 414-747-3889
Fund: _____ Agency: _____ Org No. 5040 Project No. _____
Project Name: GMIA Residential Sound Insulation Program
Work/Project Description (Scope): Professional Services related to the implementation of the residential sound insulation program including the necessary services to implement the various land and noise mitigation programs of the FAR Part 150 Noise Compatibility Program

Government Funding (State, Federal)? Yes No _____ If Yes, Type/Dept. FAA
[State or Federal (i.e. UMTA, DOT, FAA, etc.)]

Is Project/Contract: New Existing _____ Amendment _____ Continuing _____ Extension _____ Non-Profit Y/N _____
If Non-profit, please provide confirmation of Non-Profit Agency

Estimated Amount _____ Recommended DBE Participation. (*) 17 Not sure/need CDBP help
Call 278-5248

\$ To be determined _____ (Multi-year ongoing program) _____ %
17 (seventeen)

Subcontracting Opportunities (List SIC/NAICS codes - see DBD-012FS A form) _____
To be determined

RFP will be used (Yes/No) Yes Advertising Date: February 2, 2009 Proposal Due Date: March 13, 2009

County Board Approval Yes County Board Committee: TPW

(*) A Zero (0%) percent total requires a WAIVER. If Waiver is requested, please provide a detailed explanation and the completed Waiver Request Form. A signature from the Department/Division Head is required whether a waiver is requested or not. N/A

C. B. Botwin
Department/Division Administrator

(CDBP OFFICE USE ONLY) Indicate Determination and Return Copy to Writer

Concur with Recommendation: _____, or provide the following goal: _____ %

The contract is exempt from the DBE goal: Yes _____ No _____

Approved: [Signature] Date: 2/18/09

Client#: 7769

CSDAARCHI

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/21/2015
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Stefanie Nardelli	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED CSDA Design Group (a corporation) 475 Sansome Street, Suite 800 San Francisco, CA 94111	INSURER A: American Automobile Ins. Co.	
	INSURER B: Travelers Casualty & Surety Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPLIES PER POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC	AZC80876554	07/01/14	07/01/15	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AZC80876554	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGO \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	AZC80876554	07/01/14	07/01/15	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81019850	07/01/14	07/01/15	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
B	OTHER Professional Liability	105568234	02/04/15	02/04/16	\$4,000,000 per Claim \$4,000,000 annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS:
 GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

This certificate applies to: GMIA Residential Sound Insulation Program Project. General and Auto Liability: Milwaukee County as its interests may appear is included as additional insured.
 Cancellation provisions are solely as shown here.

CERTIFICATE HOLDER Milwaukee County/General Mitchell Int'l Airport Attn: Kim Berry, Noise Program Mgr 6135 S. Jasper Avenue Milwaukee, WI 53207	ADDITIONAL INSURED, INSURER LETTER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Stefanie Nardelli</i> , <i>CP&U</i>
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 2/10/2015
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Stefanie Nardelli	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED CSDA Design Group (a corporation) 175 Sansome Street, Suite 800 San Francisco, CA 94111	INSURER A American Automobile Ins. Co. INSURER B Travelers Casualty & Surety Co. INSURER C: INSURER D: INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	AZC80876554	07/01/14	07/01/15	EACH OCCURRENCE \$2,000,000
	<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 type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY	AZC80876554	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY	AZC80876554	07/01/14	07/01/15	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81019850	07/01/14	07/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
B	OTHER Professional Liability	105558234	02/04/15	02/04/16	\$2,000,000 per Claim \$2,000,000 annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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Policy Number: WZP81019850

Effective Date: 07/01/14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Milwaukee County/General
Mitchell Int'l Airport
Attn: Kim Berry, Noise Program Mgr
6135 S. Jasper Avenue

SCHEDULE CONTINUATION: Milwaukee County/General Mitchell Int'l Airport

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

