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:

- 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).
- 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.
- 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
 - Vacation, Holiday & Sick Pay
 - Pension & Personal Insurance Plans
 - Local Telephone & Fax Service
 - Insurance
 - Postage & Shipping (see "C-2")
 - Taxes
 - Office & Drafting Supplies
 - Repairs & Maintenance
 - Meals
 - Use of CAD Equipment and System (Including drawing plots)

- Office Utilities
- General Office Expenses
- Dues & Subscriptions
- Profit
- Registration Fees
- Legal & Accounting Expenses
- Auto Expenses, Parking
- Travel costs to locations within a 100-mile radius of Milwaukee
- General Advertising
- Selling Expense
- 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:
 - 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.
 - 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:
 - 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.
 - Communication to Kim Berry, Airport Noise Program Manager, for overall program administration and program reporting.
 - 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** Randall B. Devoto Interim Airport Director Randau B. C Signature and Date Above Signature Witnessed by Principal 943235744 Reviewed by County's Risk Manager: Taxpayer ID No. 2/11/2015 Above Signature Witnessed by: By Risk Manager Date IF PRINCIPAL IS A CORPORATION Approved with regards to Milwaukee IMPRINT CORPORATE SEAL County Ordinance Chapter 42: Rick Nomis 2/3/2015 Community Business Development Partners Date 3/6/2015 Scott B. Manske Date Comptroller

Approved as to Execution:

rporation Counsel

Date

Chris Abele, County Executive

Date

Approved as to Wis. Stats. §59.42

Corporation Counsel

Date

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udget Summary - A	April 2015-2016		TOTAL [%
	Lump Sum	\$	153,742	9.39
CODA	T&M	\$	188,015	11.49
CSDA	Reimbursables	\$	233,740	14.19
	SUBTOTAL	5	575,498	34.89
	M&T	13	149,569	9.09
CSDA Acoustical	Reimbursables	\$	6,900	0.49
	SUBTOTAL	\$	156,469	9.59
	Lump Sum	\$	55,001	3.3
KPH Construction	T&M	\$	136,826	8.3
KPH Construction	Reimbursables	\$	4,000	0.29
	SUBTOTAL	S	195,826	11.89
	Lump Sum	\$	61,422	3,79
0.01	T&M	\$	94,225	5.79
2-Story	Reimbursables	3	6,000	0.49
	SUBTOTAL	S	161,647	9.8
	Lump Sum	15	42,692	2.6
Hill International	T&M	3	114,467	6.9
	Reimbursables	\$	49,000	3.0
	SUBTOTAL	S	206,160	12.5
	T&M	\$	218,919	13.2
Psomas	Reimbursables	\$	13,000	8.0
	SUBTOTAL	5	231,919	14.0
	T&M	15		0.0
Toki & Associates	Reimbursables	15	-	0.0
	SUBTOTAL	\$	5	0.0
	TEM	15	16,078	1.0
Roth Heating	Reimbursables	5	4,000	0.2
	SUBTOTAL	S	20,078	1.2
	TAM	15	15,696	0.9
Geiger + Lerson	Reimbursables	15	4,000	0.2
Engineering	SUBTOTAL	S	19,696	1.2
	T&M	\$	-	0.0
Chicago Title	Reimbursables	18	4,000	0.2
	SUBTOTAL	S	4,000	0.2
	Tam	\$	83,667	5.1
Friebert, Finerty &	Reimbursables	\$	-	0.0
St. John	SUBTOTAL	S	83 667	5.1
	Lump Sum	13	312,858	18.9
The state of the state of	T&M	\$	1,017,461	61.5
TOTAL	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 CSI	DA Design Group (formerly CSDA	Architects, In	C)	
Principal-in-Charge	Randall B. DeVoto			
Wisconsin Reg. Number	C076271			
Principal's Flat Rate	\$ 81.89 /Hr			
Overhead & Profit Factor (Multiplier)		*******	3.282
(Include copy of audited ac	count of overhead factor or comp	olete Attachme	nt B-2 of 2.)	
Name	Classification	%	Direct Salary	Rate / Hour
Tom Kenney	Advisor	0%	\$57.68	Hourty
Krishna McIver	Program Manager	5%	\$55.61	Salary
Paul Gyimah	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 Merquez	CADD	5%	\$28.39	Salary
Victoria Yau	CADD	5%	\$28.94	Salary
Amanda Hutt	CADD	5%	\$28.39	Salary
Gregory Baker	CADD	5%	\$21.20	Hourly
Paul Phaisinchalaree	CADD	5%	\$21.20	Hourly
Antonio Tan	Acoustician	5%	\$37.88	Salary
Anissa Wong	CFO	0%	\$67.31	Salary
Janice Amboy	Accountant	0%	\$38,46	Salary

<u>Direct Salary Rate</u> 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 expanses.

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/01-06

ATTACHMENT "B-1" OF 2

If your irm does not possess a FAR audit certified rate, please complete the following:			
Overhead Rate = (Without Profit)			
	not have an audit-certified		
(Name of Firm)			
overhead rate calculation. The above rate calcula	lion, which includes all non-direct costs considered		
to be proper and appropriate to the provision of pro-	ofessional services covered by this Annual		
Consultant Agreement for Professional Services, v	was prepared in accordance with standards of:		
(Accoun	ling Practice Used)		
It is understood and agreed that no direct charge v	will be made for labor or expenses included in		
the overhead factor.			
Signature: Randau B. QO	Date: 1/9/2015		
Title: Vice-President			
The foregoing is a true and actual	Approved for Milwaukee County		
accounting of the rates of	Department of Transportation and Public		
CSDA Design Group	Works.		
as of December 31, 2010			
	Date: 20		
Signature:	Signature:		
Title: Vice-President	Title:		
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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 <u>KPH Construction, Corp</u> Principal-in-Charge <u>Kelth Harenda</u>

Wisconsin Reg. Number <u>674945</u>

Principal's Flat Rate <u>\$197.37/HR</u>

Overhead & Profit Factor (Multiplier) <u>3.0239</u>

(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	Less of
Rudy Cure	General Superintendent	\$55.64 salaried
Martin Morales	Ceneral Superintendent	\$41.68 salaried
Ray Graham	General Superintendent	\$45.11 hourly
Levi Jungbluth	General Superintendent	\$45.11 hourty
	Project Engineer	\$24.42 salaried
Matt Schroeder	Project Manager	\$38.87 salaried
Leo Talsky	Director of Mentoring	\$41.68 salaried
Kert Harenda	Environmental Inspector	
Dean Jacobsen	Environmental Inspector	The state of the s
Ken Harenda	Environmental Trainer	\$38.22 hourly
Mark Meiling	Ai-Outhertal Trainer	\$43.10 hourly
Mike Sabliak	Air Quality Technician	\$38.22 hourly
	Assistant Project Manager	\$24.72 salaried
Tiffany Martens	Assistant Project Manager	\$24.98 salaried
Joe Dierbeck	Assistant Air Quality Technician	\$19.06 salaried
Jeff Hatzenbellar	General Superintendent	\$45.11 hourly
		Trouity

<u>Direct Salary Rate</u> 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 <u>all</u> 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

AGR-C/1-06

Keith Harenda

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

on of January 9, 2045	
as of: <u>January 8, 2015</u>	Date:
Signature:	Signature:
Title: President	Title:

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

Overhead Rate = 1.749 (Without Profit)

(Name of Firm) 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

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: _ Mithe Kirk

_____ Date: January 8, 2015

Title: Controller

SEC. 1903 KG 9 50

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)	
(Include copy of audited account of overhead factor or complete Attachment B-2 o	10% PROFIT of 2.)
	Direct Salan

Name Classification Rate/Hour

JENNIFER L. WEISS PROFESSIONAL/MANAGERIAL \$60.56/HOUR (SALARY)

Effective 4/1/15

OFFICE MANAGER VERONICA MANAGERIAL \$31.58/HOUR (SALARY)

HAWKINS Effective 4/1/15

<u>Direct Salary Rate</u> 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 <u>all</u> 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

AGR-C/1-06

waukee County accounting of the rates of Department
Date:, 200
Signature:
Title:

AGR-C/1-06

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.

Jennfer 1. Weiss

Signature:

Jennifer L. Weiss

Title: Date: Vice President

1/7/15

Milwaukee County Department of Transportation and Public Works

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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 Internati	onal	
Principal-in-Charge Mic	chael B. Smith	
Wisconsin Reg. Number		
Principal's Flat Rate \$	\$100.84_/HR.	
Overhead & Profit Facto (Include copy of audited	r (Multiplier)account of overhead factor or complete At	2.343 tachment 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	\$56.58

<u>Direct Salary Rate</u> 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-rate 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 cal	culation, 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 Professi	ional Services, was prepared in accordance with			
standards of				
Federal Acqui	sition Regulations			
	Practice Used)			
It is understood and agreed that no direct chart the overhead factor.	ge will be made for labor or expenses included in			
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: <u>January 8, 2015</u>				
	Date:, 20			
Signature:	Signature:			
Title: Sr. Vice President	Title:			

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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 (M	luitiplier) count of overhead factor or complete A		2.98	
Name	Classification		ect Salary tate/Hour	
Han Chu	Program Manager	59.22		
Keith Palmer	Programmer	41.41		
Arthur (Alex) Evett	Technician	27.72		
Surya Halim	Programmer	33.49		
Majunu Seran	Programmer	41.41		

<u>Direct Salary Rate</u> 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-rate share of all other direct and indirect expenses and profit for the consultant's firm. This factor remains fixed for the life of the

Additions and deletions of personnel or permanent classification changes must be submitted for approval at the time the changes cocur. 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

AGR-C/1-06

The foregoing is a true and actual Approved for Milwaukee County accounting of the rates of Department of Transportation and Public Works				
as of:	Date: January 7 2015			
Signature:	Signature			
Title:	Title: Vice President			

AGR-C/1-06

Milwaukee County Department of Administrative Services Facilities Managament Division

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

m Name Roth Heating	Co. Inc.	Prine	cipal-in-Cha	rge Tim	Roth	
Wisconsin Reg. Number 45	6-000587420	-03	-		B. HR.	
Yincipal's Flat Rate	********************		**********			
Overhead & Profit Factor (Multip	olier)			*******	.55	
linclude copy of audited accoun	t of overhead fact	tor or comp	olate Attach	ment B-2 c	f 2.)	
					t Salary	
Name	Cles	ssification		Rat	te/Hour	
Tim Roth	Consulta	nt			3.00/Sal	
Jodi Gutknecht .	Inside	Support		-\$30	0.00/Sal	ary
Austin Roth	Service	Techn	cian	\$26	5.50/Hou	ır
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			-			
						90000000
Overhead & Profit Fector is defined other direct and indirect expert of the project. Additions and deletions of person the time the changes occur. For approval only in January of each	ed as the multiplying see and profit for the see of parmanent of multi-year projects	g factor repr he consulter	resenting out it's firm. The	ch employee* Is factor rem	eins fixed for	r this tire
approved and at outland or					65	
The foregoing is a true and a	ctual		red for Milw ment of Ad			
accounting of the rates of		1,000,000,000	ment of Au			
Roth Heating Co.	Inc.	Yacque	as managar	· Court Chalen	AN.	
as of: January 14	, 20 15			600		
-						f
	11:1/	Date:			20	- 8
Il house C	X	Pi-				
Signature: 1 1000	VI-Y-	Signat	uro:			
Vice Presi	dent					
AGR-C/1-06				ATTACHM	ENT B-L of	2 -
FRANK A TOU						of the contract of the contrac

If your firm does not possess a F.A.R. audit certified rate, please complete the following:				
Overhead Rate = (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: Date: January 14, 2015				
Title: Vice President				

ATTACHMENT "B-3" of

AGR-C/01-05

Milwaukee County Department of Transportation and Public Works

2.8

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				
Principal-in-Charge Wisconsin Reg. Nu				
Principal's Flat Rat	e	***************************************		\$160/HR.
Overhead & Profit i (Include copy of au	Factor (Multiplier)	verhead factor or complete	Attachment B-2 o	2.5 f 2.)
Name		Classification		Direct Salary Rate/Hour
Christopher Kneela	and P	roject Engineer	33.65	
Vedran Terzic		ad Technician	18.26	
	200			

<u>Direct Salary Rate</u> 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 <u>all</u> 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

AGR-C/1-06

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:		
	Centillan			
Signature: _		Signature:		
Title:	Principal	Title:		

AGR-C/1-06

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

ATTACHMENT "B-3" of

AGR-C/01-05

and the second second

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	Friebert, Finerty & St. John, S.C.		
Principal-in-Charge	Lawrence J. Glusma	Lawrence J. Glusman		
Wisconsin Reg. Number	031232155			
Principal's Flat Rate	\$308/HR			
Overhead & Profit Factor (Multiplie	er) Variable (see chart)	Variable (see chart)		
(Include copy of audited account of	of overhead factor or complete Attac	hment 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-rate 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, ple	ase complete the following:		
Overhead Rate = <u>variable</u> (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 AGR-C/01-05 ATTACHMENT 'B-1 of 2				

	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 ch	arge will be made for labor or expenses			
ì	included in the overhead factor.				
	Signature: Stury Alm	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:			

AGR-C/01-05

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

County Contract/Project Manager:			
Building:Airport	Room No.	Pho	me: 414-747-3889
Fund:Agency:	Org No50	040 Project	No
Project Name: GANA Residential			
WorldProject Description (Scope): Profe	essional Services relate	d to the imple	mentation of the
residential sound insulation p	rourem including the na	cossary servi	ces to implement
the various land and noise mi	tigation programs of the	FAR Part 150	Notse
Compatibility Program		····	
Government Funding (State, Federal)? Yes	XX If Yes, Type/D		il (i.e. UMTA, DOT, FAA, stc.)]
Is Project/Contract: New_XX_Existing. If Non-profit, please provide confirmation	of Non-Profit Agency		
Estimated Amount Re	commended DBE Participation	Not s	are/need CBDP help 278-5148
To be determined (Multi-year ongoing program)	17 (seventeen)		a 1 a- , 20-40
Subcontracting Opportunities (List SIC/N/	AICS codes - see D&D-012PS	A fbra)	
To be determined	1		
RFP will be used (Yes/No) Yes Adverti County Board Approval Yes County			
(*) A Zero (0%) percent total requires a W the completed Waiver Request Form. A si	AIVER. If Weiver is requeste gueture from the Department/	d, please provide Division Head is r	a detailed explanation and equired whether a waiver is
requested or not. N/A			
	Car Bote Department Officialen Admin	dstrator	
	ONLY) Indicate Determinati		
Concur with Recommendation:			%
The contract is exempt from the PRA goal	- ME	71	100.0
Approved: 790000	- W	-	\
DBD-012PS Form		1	ler. 10/30/07

4	CC	ORD. CERTIF	FICATE OF LI	ABILITY IN	ISURAN	CE	DATE (MINIODAY) 01/21/2015
ale	ER ly, I	Renton & Associates x 12675		THIS CERT	FICATE IS ISSU CONFERS NO THIS CERTIFICA	ED AS A MATTER OF RIGHTS UPON THE TE DOES NOT AMEN FFORDED BY THE PO	D. EXTEND OR
Dakland, CA 94694-2675 (10 465-3090 Stefanie Nardelli				AFFORDING COVERAGE			
URI	D		F 2014	INSURER A: ATT	erican Automo	bile Ins. Co.	
		CSDA Design Group		INSURER B. Tra	velers Casualty	& Surety Co.	
		475 Sansome Street,		INSURER C.			
		San Francisco, CA 9	4117	INSURER D			
	-77	1		INSURER E			
HE	POL	DUREMENT, TERM OR CON	BELOW HAVE BEEN ISSUED TO OPTION OF ANY CONTRACT OR ROED BY THE POLICIES DESCR MAY HAVE BEEN REDUCED BY PA	IBED HEREIN IS SUBJE	CT TO ALL THE TI	OLICY PERIOD INDICATED. HIGH THIS CERTIFICATE M ERMS, EXCLUSIONS AND CO	NOTWITHSTANDING AY BE ISSUED OR ONDITIONS OF SUCH
R.	46	TYPE OF INSURANCE	POLICY NUMBER	DATE (MN/DD/YY)	DATE NUMBERY	LIMITE	
	cov	TYPE OF INSCIDENCE	AZC80876554	07/01/14	07/01/15	EACH OCCURRENCE	\$2,000,000
		COMMERCIAL GENERAL LIABILITY	- Maria 201 000 1			FIRE DAMAGE (Any one first	\$1,000,000
ŀ	4	CLAMS MADE X OCCUR				MED EXP (Any one person)	s10,000
		- I when more (V) control				PERSONAL & ADV INJURY	12,000,000
	- 1					GENERAL AGGREGATE	\$4,000,000
	-	AGGREGATE LIMITAPPLE SPER				PRODUCTS - COMPIOP AGG	\$4,000,000
1	_	OMOBILE LIABILITY ANY AUTO	AZC80876554 EXCESS - General	07/01/14	07/01/15	COMBINED SINGLE LIMIT (En accident)	\$2,000,000
		ALL OWNED AUTOS SCHEDULED AUTOS	Auto & Employers Liability			(Per person)	8
	X	HIRED AUTOS HON OWNED AUTOS				BODILY INJURY (Per accident)	S tool or grouphysicians
	Â	NOR-OTO-CO				PROPERTY DAMAGE (Per accident)	1
	CAL	NAGE LIABILITY				AUTO ONLY - EA ACCIDENT	3
	-	ANY AUTO				OTHER THAN EA ACC	5
							3
A	EXI	ESS LIABILITY	AZC80878554	07/01/14	07/01/15	EACH OCCURRENCE	\$5,000,000
		OCCUR CLAMS MADE				AGGREGATE	\$5,000,000
							1
		DEDUCTIBLE					13
		RETENTION \$				X WC STATU- OTH	
A		ORIGERS COMPENSATION AND	WZP81019850	07/01/14	07/01/15	The state of the s	\$2,000,000
		PLOYERS' LIABILITY				EL DISEASE - EA EMPLOYE	The second second second second
						EL DISEASE - POLICY LINE	42 000 000
				oninale=	02/04/16	\$4,000,000 per Cla	
В		nea Professional	105558234	02/04/15	U2/04/10	\$4,000,000 per Claim \$4,000,000 anni Aggr.	
			1		TOTAL STATE OF THE		
DE	scru	TION OF OPERATIONS/LOCATIONS	WENCLESIESCLUSIONS ADDRESS BY EXCLUDES CLAIMS ARISI	NG OUT OF THE PE	REORMANCE O	F PROFESSIONAL SE	RVICES.
G	ENE	RAL LIABILITY POLICY	A Residential Sound Insul	ation Program			
TI	13 0	ceruricate applies to: Ghi	bility: Milwaukee County a	s its interests may			
P	oje	ct. General and Auto Lie ar is included as addition	al insured.				
2	pe	ar is included as addition ellation provisions are so	dely as shown here.				THE RESIDENCE
_	_			e CANCELL	ATION		
C	RT	FICATE HOLDER	SOMEONAL INSURED; INSURER LETTE	E CANGELL	OF THE ASOMEDISC	CHED POLICIES DE CANCELLED	BEFORE THE EXPRAT
				DATE THEM	OF THE BRUING DES	URER WILL ENDEAVOR TOR	UL 30 DAYS WHET
Milwaukee County/General				MATE INCHE	IS CESTIFICATE HOLI	ERNAMED TO THE LEFT, BUT	FALURE TODO SOSHA
Mitchell Int'l Airport				MUIRLE TO S	CONTRACTOR CONTRACTOR	BUTY OF ANY IGNO UPON THE	NSURERITS AGENTS
1		Atn: Kim Berry, No		REPRESENT			
6135 S. Jasper Avenue				81/71/09/20	REPRESENTATIVE		
		Milwaukee, WI 53	207	200	redelli-		
ı		And the same of the same of		1 1 100	- בנומשות	(12)	

appear is included as additional insured.

Cancellation provisions are solely as shown here.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
Milwaukee County/General		DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
Mitchell Int'l Airport		NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DOSO SHALL
Atn: Kim Berry, Noise Program Mgr		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
6135 S. Jasper Avenue Milwaukee, WI 53207		REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE
		Senardelli-, north

ACORD 25-S (7/97)1 of 1

#S1244689/M1227705

DAC @ ACORD CORPORATION 1988

DocuSign Envelope ID: 64B16241-B4F4-4564-B7A9-FA9E9FDBCC3E Insured: CSDA Design Group (a corporation)

Insured:

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 otherwise due on such remuneration.

% of the California workers' compensation premium

SCHEDULE

Person or Organization

Job Description

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

Milwaukee County/General Mitchell Int'l Airport Atn: Kim Berry, Noise Program Mgr

6135 S. Jasper Avenue

Countersigned by Milel C

Authorized Representative

Form WC 04 03 06 **Process Date:**

(1) Printed in U.S.A.

Policy Expiration Date:

CONTRA	CT FOR	M 1684 R5 (Ref	er to ADMINI	STRATIVE N	MANUAL Se	ection 1.13, fo	or procedures	s)					
Mail to:								CONTRACT TYPE Professional Service - Operating Professional Service - Capital x Purchase of Service					
Preliminary: Final:	inary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus												
									Preliminary	×	2	inal	
DEPARTMEN	IT NAME			102		AGENCY NO.				DEPART	MENT (HIGH) ORG		
Transport	ation - Air	port Divisio	n						504			5040	
VENDOR I	NFORMAT	ION									100-200	in the same of	
VENDOR NO. ORDE						RTYPE	NEW or	AMEND	CONTRACT NO.				
98844									PO	12	0	N407795	
NAME OF VEN	DOR						100		ADDRESS				
CSDA Design Group							475 Sansome Street, Suite 800						
						San Francisco, CA 94111							
						Cuirrie	11101300,	0/1 04	111				
TAX I.D. NO.			EFFECTIVE DATES			LENGTH OF CONTRACT			AMENDMENT ONLY DOLLAR			TOTAL CONTRACT	
		begin date	end date		(IN MONTHS)		CHANGE			AMOUNT			
		04/01	/15	07/3	1/15	<u></u>	4						
	ING INFO	RMATION										Amount to be	
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Jo	b Number	Report	Units	Expended/ Amendment	
2015		1300	120	.1300			8509	W	A064012			\$1,654,960	
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	,												
	OF CONT				F .4	11 41 1	W - 1, 1	1 4					
												sary services to	
impiement	the various	iano ano no	oise milig	ation proj	grams o	II (III FAF	K Part 15	UNOISE	Compatibility	Progran	n.		
Was Count	Roard appl	oval received	l prior to c	ontract ev	ecution o	or contract	amendm	ent or ev	tension?				
Was count	, board app.	1	prior to o	ontidot ox	0000011	, , , , , , , , , , , , , , , , , , , ,	amonam	511, 51 5A					
	x If YES, give County Board File No. 08-44(a)(b) Date Approved 04/01/10										1/10		
] ,,,,,					10						
141 01						ot require						veol Ivo	
was Contra	ict fully exec	uted prior to	work being	g perrorme	ed (all sig	jnatures re	eceivea)?				х	YES NO	
is Vendor a	certified pro	fessional ser	vice DBE?			,						YES X NO	
Kim Berry 0				02/2	4/15	Noise Program Manager							
				Date		_	Title						
						1							
Signature	f County Adı	ministrator		Date		J	Title						
oignature 0	. Journey Au	noudtoi		Jaic									