

PROFESSIONAL SERVICE AGREEMENT

Milwaukee County Parks
Bloom Industries, LLC

PROFESSIONAL SERVICE AGREEMENT

with

Bloom Industries, LLC

This **PROFESSIONAL SERVICE AGREEMENT** (the “**Agreement**”), dated _____ (the “**Effective Date**”), is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Parks Department** (the “**County**”) and **Bloom Companies, LLC**, (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Definitions.

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

“**Deliverables**” mean any item in Contractor’s Statement of Work that is first developed or created by the Contractor for the County’s use as a result of Services provided under this Agreement. Deliverables include training documents, reports, analysis, and/or other documentation related to the Services provided under this Agreement. Deliverables do not include Contractor’s copyrighted materials and documentation, or other work product in existence prior to the commencement of this Agreement, or first created by the Contractor in any manner not in connection with the Services provided in this Agreement.

“**MCCO**” means the Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at: https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances

“**Travel Expenses**” mean all reasonable, business-related expenses incurred by qualified personnel during the performance of Services under this Agreement, including, but not limited to, expenses for mileage, airfare, meals, hotel stays, and incidentals related to any of the foregoing, as defined by MCCO §56.05.

2. Order of Precedence.

The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:

- a. This Master Agreement
- b. Milwaukee County’s Request for Proposal #2022-007 (Exhibit A)
- c. Contractor’s Request for Proposal response (Exhibit B)
- d. TBE Participation Plan (In Exhibit B)

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- e. EEOC Certificate (In Exhibit B)

3. Scope of Services.

Contractor shall provide the Scope of Services as outlined in the Request for Proposal attached to this Agreement as Exhibit A.

4. Staffing.

a. Qualification.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including the availability of sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

b. Replacement.

County may require Contractor to remove and/or replace any such personnel upon fifteen (15) days' written notice to Contractor. Without limitation to the foregoing, and when Contractor's personnel are on County's premises, Contractor will immediately remove and replace any Contractor personnel if County determines that such personnel violated, or may have violated, County's policies or work rules, or any other rule, regulation, statute, or law. Upon County's prior written consent, Contractor will also replace personnel when necessary and appropriate in County's opinion. Contractor agrees to maintain a consistent skill level among all replacement personnel, whether Contractor or County instigated the replacement.

c. Subcontracting and Contractor's Agents.

Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Agreement. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

- d. **Provision of Workspace and Materials.** Contractor shall provide all materials needed by Contractor's personnel in connection with the performance of Services under this Agreement at no additional expense to County.

e.

5. Term and Termination.

a. Term.

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The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until all services in the Scope of Services are provided, or until **6/30/2024**, whichever comes first, unless terminated in accordance with this Section.

b. Termination.

The Parties may terminate this Agreement as detailed in this Section. Upon termination of this Agreement for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.

i. Termination by Contractor.

Contractor may, at its option, terminate this Agreement upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate, undisputed billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination, including any retainage.

ii. Termination by County for Violations by Contractor.

If the Contractor fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of Agreement, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Agreement.

iii. Unrestricted Right of Termination by County.

The County further reserves the right to terminate the Agreement at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination and upon receipt of notice of termination, the Contractor shall reduce its activities hereunder as mutually agreed to by the Parties. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of any services under the Agreement.

iv. County's Retention of Rights.

County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that County terminates this Agreement, County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for Services and Deliverables completed in accordance with the terms of this Agreement, provided, however, that such payment will not exceed the unpaid amounts due under the Scope of Work.

6. Compensation.

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a. Fees & Payments.

County shall compensate Contractor for work performed as a fixed fee. The total compensation to Contractor for Services performed under the Agreement shall not exceed **\$230,150**, unless agreed to by the County in writing. The County shall pay the fixed fee in monthly installments.

b. Invoicing.

Milwaukee County does not pre-pay for services. Contractor must submit invoices to the County which include the following information:

1. A reference to this Agreement, including the Effective Date;
2. The name and address of the Contractor;
3. An invoice number and invoice date;
4. Remittance name and address;
5. Name, title, and phone number of Contractor's contact for notification in the event of a defective or inaccurate invoice;
6. Deliverables billed for, referencing the Scope of Work;
7. The date due; and
8. The amount billed.

Invoices must be submitted to:

Milwaukee County Parks Accounting
ATTN: Parks Executive Director
9480 Watertown Plank Rd.
Wauwatosa, WI 53226
parksaccountsreceivable@milwaukeecountywi.gov

The County reserves the right to use a purchasing card to pay invoices.

c. Cost of Performance of Obligations.

Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated.

d. State Prompt Pay Law Exemption.

State Prompt Pay Law, Section 66.285, does not apply to this Agreement.

e. Late Payment.

As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of an accurate invoice from Contractor and County's acceptance of the corresponding services that comply with the terms of this Agreement. If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not paid after the 60th day. **Invoices must be sent by mail or e-mail as indicated in provision 6(c) above to be considered received by the County.**

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f. Fees, Permits, Taxes, and Licenses.

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes; billings including such taxes will be rejected.

Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.

7. Ownership of Data.

Upon completion of the work or upon termination of the Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Agreement shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

8. County Rights of Access and Audit.

The Contractor, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "**Designated Personnel**") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances ("**MCCO**").

9. Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by MCCO 56.17(1d), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations

provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCO 56.17(1d), to the same effect.

10. Targeted Business Enterprise Goals.

- a. Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) as regards Targeted Business Enterprise (“TBE”) participation on County projects, when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.
- b. Contractor shall adhere to the approved TBE participation plan contained in this Agreement as Exhibit C, which assures that a required minimum participation percentage of the Agreement be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Agreement. Approval must be obtained from the County prior to making any change(s) to the approved TBE participation plan.
- c. If Contractor fails to achieve and maintain the level of TBE participation stated in this Agreement, Contractor shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Contractor fails to reflect a good faith effort to achieve and maintain the level of TBE participation stated herein throughout the term of this Agreement, County may consider this as a material breach of the Agreement and may terminate the Agreement in accordance with Section 3 of this Agreement.
- d. Contractor shall submit monthly reports online as required by the County for the purpose of demonstrating compliance with this Section.

11. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action.

In the performance of work or execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Agreement.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also

agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, or it may permit Contractor to complete the Agreement, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

12. Indemnity.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

13. Insurance.

Insurance requirements are attached as part of Exhibit A.

14. Confidentiality.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Section 19 of this Agreement and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by the individual who is signing this Agreement on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in Section 12 of this Agreement.

15. Prohibited Practices.

a. Conflict of Interest.

During the period of this Agreement, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

b. Code of Ethics.

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

c. Non-Conviction for Bribery.

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

d. Debarment or Suspension.

The Contractor hereby declares and affirms that, to the best of its knowledge and belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ii. Have not, within a three-year period preceding the date of execution of this Agreement, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in section ii, above; and



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- iv. Have not, within a three-year period preceding the date of execution of this Agreement, had one or more public or governmental transactions terminated for cause or for default.

16. Compliance with County's Policies.

- a. **Safety and Security Policies.** Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on County's premises to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the site where Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.
- b. **Drug Use Policies.** Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides services under this Agreement on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:
 - i. If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or
 - ii. As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this Agreement and likely to have been related to Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor's expense, and Contractor will address any positive results and handle accordingly. Contractor's employee will not be permitted to perform the services if a positive result of the drug screen is determined.

17. Notices.

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Name: _____
ATTN: _____
Address: _____

To County:

Milwaukee County Parks
ATTN: Executive Director
9480 Watertown Plank Rd.
Wauwatosa, WI 53226
Guy.Smith@milwaukeecountywi.gov

With a Copy to:

Milwaukee County Corporation Counsel

901 N. 9th Street, Room 303

Milwaukee, WI 53233

Margaret.Daun@milwaukeecountywi.gov

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

18. Public Records.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

19. Independent Contractor.

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give Contractor any authority to supervise, manage, and/or direct County employees.

20. Electronic Documents Considered Writing.

Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

21. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

22. Choice of Law.

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

23. Assignment Limitation, Subcontracts.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

24. Severability.

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

25. Modification and Waiver.

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

26. Entire Agreement.

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

27. Authorization.

The County has executed this Agreement pursuant to passive review by the Finance Committee of the Milwaukee County Board of Supervisors on [Insert Date Action was Taken], Resolution File No. [Insert Resolution File #].

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EXHIBIT A - RFP - to Bloom Professional Service Agreement



MILWAUKEE COUNTY
DEPARTMENT OF PARKS
REQUEST FOR PROPOSALS
AQUATICS FACILITIES STUDY

ISSUED May 26, 2022

Response Due Date: July 1, 2022 at 5:00 PM

RFP # 2022-007

INFORMATION SUMMARY SHEET

Request For Proposals Title:	Aquatics Facilities Study
Request For Proposals Number:	2022-007
RFP Issuing Office:	Parks
RFP Issue Date:	May 26, 2022
Pre-Proposal Meeting:	June 6, 2022 at 10:30 AM
Pre-Proposal Meeting Location:	Electronic; for invitation, email Suzanne.Carter@milwaukeecountywi.gov
Deadline for Receipt of Questions:	June 9, 2022 at 5:00 PM
RFP Proposal Receipt Deadline:	July 1, 2022 at 5:00 PM

RFP Upload Submission Location:
<http://countymilwaukee.bonfirehub.com/opportunities/67935>

RFP Administrator:	Suzanne Carter Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., 9th Floor Milwaukee, WI 53203 Phone: 414-223-8112 Email: Suzanne.Carter@milwaukeecountywi.gov
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Except as otherwise set forth in this RFP, no one may contact any person at the County or working with the County regarding this RFP, except the RFP Administrator, without the RFP Administrator's written consent. Any such unauthorized contact can be grounds for disqualification from consideration under this RFP.

GENERAL INFORMATION 1.0

INTRODUCTION

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a contract to provide an aquatics facilities study to Milwaukee County Parks ("Parks").

SCOPE

MILWAUKEE COUNTY VISION

Milwaukee County has established a vision that by achieving racial equity, Milwaukee is the healthiest county in Wisconsin. This commitment means dismantling institutional racism and creating policies, practices, and a culture that ensures race no longer predicts health outcomes, and outcomes for everyone improve.

BACKGROUND

Milwaukee County's park system has long been a source of pride for the communities of Milwaukee County in southeastern Wisconsin. With over 156 parks and parkways totaling over 15,000 acres, Milwaukee County Parks ("MCP" or "Parks") offers a source of park and recreational enjoyment for citizens and visitors alike.

The park system began with the creation of the Milwaukee County Park Commission on August 20, 1907. Although parks had already been established within the limits of the City of Milwaukee by the City Park Commission, the visionary new County Park Commission had a much broader goal for the park system. Early Commissioners conceived of a park system that would form a "green belt" or series of scenic drives and parks encircling the county. Parks were located in outlying areas accounting for future urban sprawl through population growth and expansion. Commissioners selected land not only for its natural beauty and interest, but also for its various forms of active and passive recreation.

MISSION, VISION, AND VALUES OF MILWAUKEE COUNTY PARKS

Milwaukee County Parks has established a mission that to steward a thriving park system impacts every Milwaukee County Park visitor. Its vision is to foster dynamic connections through our land and community, heighten the quality of life in the County, and lead as a model parks system. Milwaukee County Parks has the following values:

- **Fun** – We provide unique spaces for people of all abilities to play and enjoy life.
- **Inclusive** – We strive toward racial equity, supporting all abilities, and reflect the people we serve.
- **Green** – We care about the world around us and our impact on it.
- **Resourceful** – We cultivate creative partnerships & stewardship opportunities.
- **Your Backyard** – We provide parks for all.

Milwaukee County Parks' ten-year targets are as follows:

- **To equitably balance the parks system** to be sustainable (services, facilities, staffing, funding);
- **To advance racial equity** to support Milwaukee County as the healthiest county in Wisconsin;
- **To grow a diverse workforce** that reflects the diversity of Milwaukee County residents; and

- **To invigorate community health & wellness** through recreation experiences.

SCOPE OF SERVICES REQUESTED

Milwaukee County Parks currently owns and operates two (2) indoor deep-well pools, three (3) outdoor aquatic parks, eight (8) outdoor pools, one (1) privately operated outdoor pool, seven (7) splashpads, twenty-five (25) wading pools, and several beaches that have been historically used for swimming. The last Aquatic Facilities Study was adopted in 2002 and was intended to be a guide for Park's aquatic facilities to become operationally self-sustaining, and to progressively reduce the reliance on the tax levy by containing costs and increasing usage. Twenty years have passed since the last in-depth study and Parks has experienced a steady decline in funding and staffing, and an updated inventory and study is necessary for the department to plan for aquatic investments in the future. There have been advancements in recreational trends that need to be examined, and the County's continually reduced financial capacity, poses hard choices for Parks to consider. Such a study should minimally include:

Analysis Phase

1. Definition of Milwaukee County's role as an aquatics provider – recreation, swim lessons, employer, etc.
2. Evaluation of attendance trends over the past 10+ years
3. Evaluation of staffing and assigned duties.
3. Consideration of comparable municipal aquatic systems
4. Inventory of existing aquatic facility conditions, including but not limited to:
 - a. Structural shell conditions
 - b. Surface and finish conditions
 - c. Filtration, mechanical and plumbing systems
 - d. Chemical systems
 - e. Site amenities
 - f. Bathhouse and support structures
 - g. Code compliance
 - h. General ADA compliance
 - i. Virginia Graeme Baker Pool and Spa Safety Act (VGB) compliance
5. Maintenance costs – short- and long-term
6. Equity disparities, both neighborhood and regional
7. Trends in aquatic recreation projected out 20 years
8. Current and future impacts of climate change related to demand for aquatic offerings
9. Facility counts, type of service, availability analysis, and service areas for aquatic facilities in Milwaukee County identified with ownership. Information shall be shown in both tabular and mapping format.
10. Fees – resident and non-resident
11. Historic grant funding impacts
12. Budgetary impacts on opening and operating aquatic facilities
13. A public outreach component to evaluate community opinion on aquatic facilities and services as well as necessary tax levy support
14. Analysis of service radii of each amenity; for example – how far will users travel to use

various aquatic facilities?

Recommendation Phase

1. Assessment and recommendations for a long-term (20-year) aquatic plan for system as a whole and each existing facility need based upon:

- a. Present aquatics demand
- b. Anticipated future population trends
- c. National trends in aquatic planning
- d. Public perceptions of need
- e. Remaining useful life of existing aquatic facilities

2. Financial Impact Analysis

- a. Facility Management Outline
 - i. Facility Operating Schedule
 - ii. Facility Capacity Limits
- b. Opinion of Probable Revenue
 - i. Market Penetration
 - ii. Seasonal Usage
 - iii. Develop Fee Structure Options (Low, Medium, High)
 - iv. Opinion of Attendance by User Group Opinion of Revenue
- c. Opinion of Probable Expenses
 - i. Labor Demand
 - ii. Chemical Demand
 - iii. Supply Demand
- d. Maintenance and Repair Demand
 - i. Utility Demand
- e. Opinion of Financial Impact

Project Communication Expectations

1. Conduct one initial meeting to confirm project goals, objectives, scope, schedule, and expectations.
2. Hold progress meetings/conference calls as often as necessary but no less than once per month until the final plan is approved by Parks.

Public Communication Expectations

1. Preparation of an engagement plan and strategy to be approved during project initiation (related to Analysis Phase item 13 above).
2. Facilitate public meetings and engagement in a manner that is representative of countywide input. Multiple or sequential meetings will likely be necessary.

Final Report and Presentation

Using the information gathered from the process above, prepare and present a final Aquatic Facilities Study to document the analysis and recommendations. This report should be crafted to assist with planning decisions for existing and potential future aquatic facilities. A public

presentation on the final report will be made to the Milwaukee County Parks, Energy, and Environment Committee.

PROFESSIONAL SERVICE CONTRACT

The Professional Service Contract attached as Attachment A, substantially in the form contained herein, is expected to be agreed to by the Proposer as part of contract negotiations. Exceptions must be explicitly noted in the proposal using the checklist forms provided in Attachment I of the RFP. Lack of exceptions listed on the checklist forms shall be considered acceptance of all the terms and conditions as presented in this contract. The County may not accept any or all Proposer exceptions.

ABOUT MILWAUKEE COUNTY

Milwaukee County is governed by an elected County Executive and an 18-member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, and Sheriff, who in conjunction with administration provide a full range of associated governmental services, including but not limited to law enforcement, in-patient mental health, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world-famous zoo. Milwaukee County employs approximately 5,000 employees who serve the County's population of over 959,023 residents, with an annual budget of approximately \$1.4 billion dollars. Milwaukee County currently owns \$2.8 billion in property assets and has a fleet of approximately 2,000 vehicles.

RFP ADMINISTRATOR

The RFP Administrator is:
Suzanne Carter
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave., 9th Floor
Milwaukee, WI 53203

Phone: 414-223-8112
Email: suzanne.carter@milwaukeecountywi.gov

PRE – PROPOSAL MEETING

A pre-proposal conference will be held electronically at a date and time as provided on the Information Summary Sheet. Please contact the RFP Administrator via email for an invitation. The purpose of this meeting will be to discuss with prospective proposers the work to be performed, and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official unless verified in writing by RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the RFP's Project Board on the Bonfire website via an addendum.

During the pre-proposal conference, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to the RFP Administrator to enable Milwaukee County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the pre-proposal conference. Again, any responses provided to questions during the pre-proposal conference will be considered drafts and will be non-binding.

Remarks and explanations at the conference shall not qualify the terms of the solicitation, and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Milwaukee County at its sole discretion reserves the right to answer or not answer questions that are not submitted to by the deadlines set forth in the Information Summary Sheet.

QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, and section, and shall be submitted via e-mail to the RFP Administrator or via the RFP's Project Board on the Bonfire website.

Questions sent to anyone other than the RFP Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on the RFP's Project Board on the Bonfire website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as questions and answers or addenda or related documents posted during the RFP process.

Communication initiated by the Proposer to any County official, employee or representative, whether or not such person is evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County. However, for assistance related to filling out of the Targeted Business Enterprise forms or the certifying of Targeted Business Enterprise firms, proposers may contact the Certification Compliance Administrator at (414) 278-4747.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should any Proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of a Proposer to notify the RFP Administrator of any

such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the RFP's Project Board on the Bonfire website. It is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Proposer form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed pricing as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, the County makes no representation, warranty or guarantee as to its accuracy. Should the Proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of the Proposer to notify the RFP Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. the County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. The County may waive any requirements that are not material. The County may make an award under the RFP in whole or in part and change any scheduled dates. The County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. The County reserves the right to make changes to and/or withdraw this RFP at any time.

MULTIPLE PROPOSALS

Multiple proposals from a single Proposer will not be permitted.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of the County. However, the County reserves the right to make an award based on the original proposal, without negotiation with any proposer.

The County reserves the right to negotiate with the Proposer within the scope of the RFP in the best interests of the County. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. The County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the County's request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by the County of the final offer to furnish any and all of the services described herein, and upon receipt of any required Federal, State and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

The County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of the County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the proposal deadline, proposals may not be modified

or withdrawn without the consent of the County.

All proposers are notified that the County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

CONTRACT TERMS AND AVAILABLE FUNDING

The Proposer may not change the rate established by a contract throughout the term of the contract. Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty. All Proposers are notified that contracts are contingent upon Federal, State, and local appropriations. All Proposers are notified that the County reserves the right to delete or modify any task from the Scope of Services at any time during the RFP process.

Please note that the total cost of each proposal submitted pursuant to this RFP must be less than or equal to Two Hundred Fifty Thousand Dollars (\$250,000).

The contract shall be between the County and the successful Proposer. The County contemplates award of a contract resulting from this RFP that reflects payment for fee for services. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by the County.

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION

The award of this contract is conditioned upon your good faith efforts in achieving this project's Targeted Business Enterprise ("TBE") goal of eight percent (8%), and you must document those efforts. Your proposal must state how you will meet the goal, including identifying the TBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the TBE goal to be met. Failure to do this will result in a determination of non-responsiveness, and rejection of your proposal will occur. During the contract, the successful Proposer will use the County's online reporting system to document TBE participation. The TBE Requirements and forms to be used are attached to this RFP as Attachment J.

A necessary step in the good faith efforts process is contacting Community Business Development Partners (CBDP) at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying TBEs and understanding the County's TBE Program procedures. The official directory of eligible TBE firms can be accessed by the following link:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

EEOC COMPLIANCE

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment E).

INSURANCE AND INDEMNITY REQUIREMENTS

All proposers must agree to the terms set forth on the “Insurance and Indemnity Acknowledgement Form” (Attachment C). This form outlines required insurance requirements for contractor related to this acquisition and the Proposer’s ability and commitment to provide.

RESPONSIBLE CONTRACTOR POLICY

The County recognizes superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County supports the development of a healthy business environment. Therefore, the County maintains the following requirement. Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

AUDIT

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, “Designated Personnel”) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the contract for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Milwaukee County Code of General Ordinances. The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

FALSE INFORMATION

If the County determines that the Proposer purposefully or willfully submitted false information in response to this RFP, the Proposer will not be considered for an award and any resulting agreement that may have been executed may be immediately terminated.

PREPARING AND SUBMITTING A PROPOSAL 2.0

GENERAL INSTRUCTIONS

To ensure the most efficient and economical service, the County utilizes competitive negotiation, or the RFP process, to procure legal services. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost proposal.

INCURRED EXPENSES

The County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by Proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to the County's approval of a contract award.

SUBMITTING A PROPOSAL

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Attachment B - Vendor Information Sheet	File Type: PDF (.pdf)	1	Required	
Attachment C - Insurance and Indemnity Form	File Type: PDF (.pdf)	1	Required	
Attachment D - Proprietary Information Disclosure Form	File Type: PDF (.pdf)	1	Required	
Attachment D-1 - Redacted Copy of Proposal	File Type: PDF (.pdf)	Multiple	Optional	

Name	Type	# Files	Requirement	Instructions
(REQUIRED to be submitted if confidential or proprietary information is set forth on Attachment D)				
Attachment E - EEOC Compliance Form	File Type: PDF (.pdf)	1	Required	
Attachment F - Conflict of Interest Form	File Type: PDF (.pdf)	1	Required	
Attachment G - Certification re Debarment Suspension	File Type: PDF (.pdf)	1	Required	
Attachment H - Sworn Statement of Proposer	File Type: PDF (.pdf)	1	Required	
Attachment I - Exceptions	File Type: PDF (.pdf)	1	Required	
Attachment J - TBE Forms	File Type: PDF (.pdf)	1	Required	
Technical Proposal Questionnaire (Q-35QV)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.

Name	Type	# Files	Requirement	Instructions
Attachment K - Cost Proposal Form	File Type: PDF (.pdf)	Multiple	Required	
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	81	Engineering and Research and Technology Based Services	This segment includes services associated with professional engineering, information and computer technology, economic analysis, and manufacturing production planning and control as well as cartographic, weather forecasting, and other earth science services.
UNSPSC	951223	Sports and health buildings and structures	Buildings or structures used for sporting events or the provision of health services
UNSPSC	72102906	Landscape architecture service	Service involving the design and development of landscapes

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or

evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://countymilwaukee.bonfirehub.com/opportunities/67935>.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

<https://countymilwaukee.bonfirehub.com/opportunities/67935>

The Q&A period for this opportunity starts May 26, 2022 12:00 PM CDT. The Q&A period for this opportunity ends Jun 09, 2022 5:00 PM CDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 01, 2022 5:00 PM CDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Milwaukee County uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

PROPOSAL AND AWARD PROCESS 3.0

PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements (including TBE requirements) may result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

PROPOSAL SCORING

An Evaluation Committee will be established by the County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

The Evaluation Committee shall conduct its evaluation of the technical merit of all responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

The evaluation committee's scoring will be tabulated, and proposals ranked based on the total numerical scores. The County reserves the right to determine that one or more proposals are outside of any competitive range in comparison to other proposals.

Oral presentations may be requested by the County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. The County reserves the right to adjust scoring based on such oral presentations.

Following final evaluation, the Committee will make a recommendation to the County as to whose proposal is determined to provide the best value to the County.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to the County. The County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County.

EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for each criterion.

RFP EVALUATION CRITERIA

Cost.	20%
Qualifications and Experience.	40%
Project Approach and Understanding.	40%

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all proposals.

EXCEPTIONS

Exceptions must be explicitly noted in the proposal using the form provided in Attachment I of the RFP. Lack of exceptions listed on the Attachment shall be considered acceptance of all the terms and conditions as presented in this RFP. Alternative language is subject to negotiation and/or approval. The County may not accept any or all Proposer exceptions.

INTENT TO AWARD

An Intent to Award will be issued and all proposers will be notified. The County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

If a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified proposers to provide service.

Prior to execution of any final agreement with Milwaukee County, MKE shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

INFORMATION RELEASE

All materials submitted become the property of the County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable the County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the successful Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of the County.

The County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which Proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment D – Proprietary Information Disclosure). If the proposer so designates any such information as confidential, it must upload a version of its proposal with all such identified information redacted (Attachment D-1). Confidential information must be labeled as such. Costs (pricing) always become public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

APPEAL

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

TECHNICAL PROPOSAL RESPONSE

Technical proposals shall convey an understanding of the scope of services required. Through its proposal, the proposer offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet the RFP requirements.

- Proposers should complete the following questions on the Technical Proposal Questionnaire on the Bonfire Project Board. The proposer's responses will be used in the evaluation of the proposal.
- Responses should be completed in the "Comments" column in the Bonfire Questionnaire, rather than the "Responses" column. The "Responses" column will still record the Proposer's responses, but it provides you with less space.
- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Supplemental materials such as organization charts and reports may be uploaded at the "Additional Information" tab on the Bonfire module.
- Proposers must not reference Cost Proposal data in the Technical Proposal Response.

A. QUALIFICATIONS AND EXPERIENCE.

- 1) Identify year the firm was established and number of years the firm has been in business. List other or former names under which the firm has operated. Provide a brief profile of the firm's organization and history. Address the organizational strength and stability of the firm.
- 2) Respond to the following questions:
 - i) Has the firm ever failed to complete any work awarded in an RFP process? If yes, explain when and the circumstances.
 - ii) Have there been any judgments, claims, mediation/arbitration proceedings, legal demand letters from clients, and/or lawsuits against the firm or its officers pertaining to its services, in the past five (5) years and/or any such claims that are outstanding? Are there presently, or have there been within the past five (5) years, any administrative board or similar body proceedings to which the firm or any of the personnel listed in your response to Request A9 are a party? If yes, explain the nature, status and the outcome of the matter(s).
 - iii) Has the firm filed any lawsuits or requested mediation or arbitration with regard to its services within the last five (5) years? If yes, explain the nature, status and the outcome of the matter(s).
- 3) Describe how the firm is uniquely situated to complete the Scope of Services outlined in this RFP. Include subcontractors, if applicable. Provide documentation of the firm's capability and experience. Include a demonstration of the firm's ability, including subcontractors with specialties such as professional business planning and long-term planning to perform the indicated services.
- 4) Provide a resume for each individual involved in the project, and include their name, title and/or duties for the project, professional registration, relevant certifications, a brief description of related experience including time contribution in this capacity to past projects,

and qualifications. Provide a description of your staff's experience with organizational planning or related work.

5. Include a list of similar projects that the organization has participated on in the past five (5) years. Attach a separate sheet for each project, up to five (5) pages maximum. Include color photos or sketches, giving a brief description of each project and the organization participation. Provide a description of your firm's experience with organizational planning, or related work including but not limited to:
 - Economic and market analysis
 - Aquatics or parks recreational development
 - Parks or aquatics facility planning
 - Design and development of public attraction facilities
6. Include an organizational structure of the project team, including the relationship of the sub-consultants to be used for this project. Include the name of the Principal In Charge of this project with any Professional Registration Numbers in the State of Wisconsin, along with the name, occupation and title of the Project Manager who will be in charge of this project.

B. PROJECT APPROACH AND UNDERSTANDING.

1. This section will include evaluation of the current aquatics state (pros/cons) and the preliminary vision (or visions) for the future that you are proposing. Provide a description of problems you anticipate in this project and how you propose to overcome them. Discuss how you plan to staff the study to efficiently complete the work effort. This section is not included to necessarily find the best proposed idea, but to evaluate your process in prioritizing the most significant issues and finding resolution in that future vision.
2. Provide a detailed description to the firm's approach to business planning and facilities planning as it pertains to aquatics facilities. Describe in detail how the firm will approach this particular project including items including but not limited to community engagement and information gathering, County staff and partner input, approaches to board and committee presentations and feedback, assessment and inventory of facilities, programs, services and events, and approach to developing a successful and sustainable business. Provide a list of tasks to be completed in advancement of the Scope of Services. Include a timeline for completion and a plan regarding communications and approvals from Parks for each phase of the process. If the firm will use a subcontractor or subcontractors on this project, include a description of how the firm uses subcontractors, drawing from past experiences. In such a case, it would be helpful to describe the firm's relationship with the particular subcontractor(s) the firm proposes to use.
3. Describe what elements of success the firm might establish for each phase of the project.
4. Address how the firm meets deadlines while delivering a quality product.
5. Describe the firm's approach to maintaining responsive communication with its clients and keeping the client informed of problems and work progress.

6. Describe the firm's experience and approach to presenting at committee meetings before groups of elected officials.
7. Describe the firm's experience and approach to conducting or presenting at community meetings before the public.
8. Describe the firm's procedure for providing continued uninterrupted service if staffing changes occur including but not limited to the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Also state their past experience in the field. Provide resumes as needed.
9. Describe the firm's capability to accomplish other current projects and this project with its current workforce and workload.
10. Describe the firm's resolution process to any disputes arising between the firm and a client pertaining to the services.
11. Describe the information technology capabilities of the firm, including electronic resources and innovations applicable to these services.

COST PROPOSAL RESPONSE

Please complete the cost proposal response form set forth as Attachment K by stating the maximum total fee (inclusive of all expenses) you would charge the County for operation of all services proposed pursuant to this RFP:

SPENDING CAP NOTICE:

Please note that the total cost of each proposal submitted pursuant to this RFP must be less than or equal to Two Hundred Fifty Thousand Dollars (\$250,000). If you propose a cost that exceeds Two Hundred Fifty Thousand Dollars (\$250,000), your proposal will be disqualified from consideration.



MILWAUKEE COUNTY
DEPARTMENT OF PARKS

ADDENDUM #1 to

REQUEST FOR PROPOSALS
AQUATICS FACILITIES STUDY

RFP-2022-007

Addendum Issue Date: June 7, 2022

This Addendum to the Request for Proposals (RFP) is issued to modify, explain or correct the original documents, dated May 26, 2022, and is hereby made part of the RFP.

SITE TOURS

Milwaukee County will not schedule site tours prior to the Proposal Receipt Deadline. Upon the issuance of the Intent to Award, Milwaukee County will schedule site tours for the awarded proposer. Milwaukee County welcomes visits to the following outdoor pools, currently open to the public:

- McCarty Park Pool, 2657 S. 79th St., West Allis
- Wilson Park Pool, 4001 S. 20th St., Milwaukee
- Sheridan Park Pool, 4800 S. Lake Drive, Cudahy

Milwaukee County also welcomes visits to Schultz Aquatic Park, 1301 W. Hampton Ave., Milwaukee, which is currently open to the public. Please do not hesitate to submit questions pertaining to Milwaukee County aquatics facility specifications.

RFP AND PROJECT TIMELINE

The evaluation panel tentatively plans to conduct finalist interviews, if necessary, from 1:00 – 4:30, Central Time, on August 22 and August 24. The Intent to Award will likely be issued in early September. The County will adjust the contract and Scope of Services timeline with the selected proposer in order to ensure that the study may be conducted so as to account for any impact to the analysis phase of the work that may be due to seasonal and operational constraints.



DEPARTMENT OF PARKS

ADDENDUM #2 to

REQUEST FOR PROPOSALS
AQUATICS FACILITIES STUDY

RFP-2022-008

Addendum Issue Date: June 15, 2022

This Addendum to the Request for Proposals (RFP) is issued to modify, explain or correct the original documents, dated May 26, 2022, and is hereby made part of the RFP.

QUESTIONS AND ANSWERS

This Addendum shall incorporate into the RFP the seven (7) following total questions and answers. Given the information available to the County in the timeframe allotted, all responses are provided to the best of the County's efforts. The accuracy and completeness of the information is not guaranteed.

DEPARTMENT OF PARKS
ADDENDUM #2 to
REQUEST FOR PROPOSALS
AQUATICS FACILITIES STUDY
QUESTIONS AND ANSWERS

- 1) Project Communication Expectations: Is there a number of Public Engagement meetings we can base our fee off of?
 - a) A minimum of 4 public engagement meetings should be planned, one in each parks region – north, central, and south – and one virtual.
- 2) Project Communications Expectations: Will these be held at various locations across Milwaukee County?
 - a) See previous response.
- 3) Analysis Phase : Question #4: Are there drawings for every facility and structure that will be evaluated? Electronic or pdf's?
 - a) Yes, PDFs of record drawings should be available for each pool.
- 4) Analysis Phase : Question #11: Does this mean grant funding sources and their success of achieving them in the past or does this imply what financial grants of historic structures may assist in the funding of certain venues in the future?
 - a) This question is so that certain bonding or previous grant monies can be recognized in decision-making or recommendations.
- 5) General Question: Is there any value to looking at what the 2002 report was projecting and where we are today?
 - a) Yes.
- 6) General Question: Will beaches and their structures be part of this report? They are mentioned as “several beaches” in the Scope of Services Request but not sure they are looking to be included. If so, can we get a specific list of what would want to be considered?
 - a) Swimming beaches should be acknowledged as sites for recreation or heat relief, as it relates to the aquatic level of service in the County.
- 7) Would it be possible to get a list of the attendees for the preproposal meeting that happened earlier this week for the Aquatics Facilities Study RFP?
 - a) The attendees were from the following entities:
 - i) Parkitecture

- ii) Bloom Companies
- iii) Williams Architects
- iv) IBC Engineering Services
- v) Counsilman-Hunsaker

PROFESSIONAL SERVICE AGREEMENT

[Insert Vendor Name]

This **PROFESSIONAL SERVICE AGREEMENT** (the “**Agreement**”), dated _____ (the “**Effective Date**”), is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Department of Parks** (the “**County**”) and **[Insert Vendor Name]** (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

Intending to be legally bound, the Parties agree as follows:

1. Order of Precedence.

The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:

- a. This Professional Services Agreement;
- b. Milwaukee County’s Request for Proposal #RFP-2022-007 (the “**RFP**”);
- c. Contractor’s Proposal submitted in response to the RFP (the “**Proposal**”).

2. Scope of Services.

Contractor shall specifically perform professional consulting services as identified in the RFP and Proposal.

3. Staffing.

a. Assigned Staff.

Contractor’s employees listed below are to be assigned to the project.

	<u>Name</u>	<u>Position</u>	<u>Estimated Hours</u>	<u>Billing Rate</u>
1.				
2.				
3.				

The employees listed above shall be required to give this contractual obligation top priority.

a. Qualification.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including the availability of sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

b. Replacement.

Contractor shall not replace the employees listed above without the prior approval of the County. If the successor to any of those employees cannot be mutually agreed upon, the County shall have the right to terminate this Agreement upon thirty (30) days’ notice. Any

replacement of listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. County may require Contractor to remove and/or replace any such personnel upon fifteen (15) days' written notice to Contractor. Without limitation to the foregoing, and when Contractor's personnel are on County's premises, Contractor will immediately remove and replace any Contractor personnel if County determines that such personnel violated, or may have violated, County's policies or work rules, or any other rule, regulation, statute, or law. Upon County's prior written consent, Contractor will also replace personnel when necessary and appropriate in County's opinion. Contractor agrees to maintain a consistent skill level among all replacement personnel, whether Contractor or County instigated the replacement.

c. Subcontracting and Contractor's Agents.

Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Agreement. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

4. Term and Termination.

a. Term.

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until all services in the Scope of Work are provided, or until the first (1st) anniversary of the Effective Date, whichever comes first, unless terminated in accordance with this Section.

b. Termination.

The Parties may terminate this Agreement as detailed in this Section. Upon termination of this Agreement for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.

i. Termination by Contractor.

Contractor may, at its option, terminate this Agreement upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate, undisputed billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination, including any retainage.

ii. Termination by County for Violations by Contractor.

If the Contractor fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of

Agreement, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Agreement.

iii. Unrestricted Right of Termination by County.

The County further reserves the right to terminate the Agreement at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination and upon receipt of notice of termination, the Contractor shall reduce its activities hereunder as mutually agreed to by the Parties. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of any services under the Agreement.

iv. County's Retention of Rights.

County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that County terminates this Agreement, County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for Services and Deliverables completed in accordance with the terms of this Agreement, provided, however, that such payment will not exceed the unpaid amounts due under the Scope of Work.

5. Compensation.

a. Fees & Payments.

County shall compensate Contractor for work performed on an hourly basis at the billing rate(s) listed in Section 3 of this Agreement. This compensation shall include any and all travel expenses incurred by Contractor or its employees; Contractor may not request reimbursement of travel expenses. The total compensation to Contractor for Services performed under the Agreement shall not exceed **[Insert Contract Value]**, unless agreed to by the County in writing.

b. Invoicing.

Contractor shall submit invoices to the County which include the following information:

1. A reference to this Agreement, including the Effective Date;
2. The name and address of the Contractor;
3. An invoice number and invoice date;
4. Remittance name and address;
5. Name, title, and phone number of Contractor's contact for notification in the event of a defective or inaccurate invoice;
6. Hours worked, with a description of task performed;
 7. How each Invoice line was calculated (for example, x units at \$x/unit rate)
8. The date due; and
9. The amount billed.

Invoices must be submitted to:

Milwaukee County Parks
ATTN: Sarah Toomsen
9480 W. Watertown Plank Rd.
Wauwatosa, WI 53226
sarah.toomsen@milwaukeecountywi.gov

The County reserves the right to use a purchasing card to pay invoices.

c. Cost of Performance of Obligations.

Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated.

d. State Prompt Pay Law Exemption.

State Prompt Pay Law, Section 66.285, does not apply to this Agreement.

e. Late Payment.

As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of an accurate invoice from Contractor and County's acceptance of the corresponding services that comply with the terms of this Agreement. If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not paid after the 60th day. **Invoices must be sent by mail or e-mail as indicated in provision 6(c) above to be considered received by the County.**

f. Fees, Permits, Taxes, and Licenses.

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes; billings including such taxes will be rejected.

Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.

6. Ownership of Data.

Upon completion of the work or upon termination of the Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Agreement shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

7. County Rights of Access and Audit.

The Contractor, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as “**Designated Personnel**”) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances (“**MCCO**”).

8. Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by MCCO 56.17(1d), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCO 56.17(1d), to the same effect.

9. Targeted Business Enterprise Goals.

- a. Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) as regards Targeted Business Enterprise (“**TBE**”) participation on County projects, when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.
- b. Contractor shall adhere to the approved TBE participation plan contained in the Proposal, which assures that a required minimum participation percentage of the Agreement be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Agreement. Approval must be obtained from the County prior to making any change(s) to the approved TBE participation plan.
- c. If Contractor fails to achieve and maintain the level of TBE participation stated in this Agreement, Contractor shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Contractor fails to reflect a good faith effort to achieve and maintain the level of TBE participation stated herein throughout the term of this Agreement, County may consider this as a material

breach of the Agreement and may terminate the Agreement in accordance with Section 3 of this Agreement.

- d. Contractor shall submit monthly reports online as required by the County for the purpose of demonstrating compliance with this Section.

10. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action.

In the performance of work or execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Agreement.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, or it may permit Contractor to complete the Agreement, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

11. Indemnity.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

12. Insurance.

Contractor agrees to comply with the insurance requirements set forth in Exhibit A to this Agreement.

13. Confidentiality.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in this Agreement and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by the individual who is signing this Agreement on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in of this Agreement.

14. Prohibited Practices.

a. Conflict of Interest.

During the period of this Agreement, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

b. Code of Ethics.

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

c. Non-Conviction for Bribery.

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

15. Notices.

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Name: _____
ATTN: _____
Address: _____

To County:

Milwaukee County Parks
ATTN: Director
9480 W. Watertown Plank Rd.
Wauwatosa, WI 53226
guy.smith@milwaukeecountywi.gov

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

16. Public Records.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

17. Independent Contractor.

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give Contractor any authority to supervise, manage, and/or direct County employees.

18. Electronic Documents Considered Writing.

Any document properly transmitted by computer access will be considered a “writing” delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

19. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

20. Choice of Law.

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

21. Assignment Limitation, Subcontracts.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

22. Severability.

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

23. Modification and Waiver.

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

24. Entire Agreement.

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

25. Pandemic Preparedness.

Contractor is responsible for compliance with all state, federal, and local orders, including Milwaukee County Administrative Orders, and all regulations and laws regarding the COVID-19 pandemic. Further, Contractor will follow all relevant agency guidance, specifically issued by the CDC, including, but not limited to, social distancing, hygiene, sanitation of work spaces, providing proper personal protective equipment to staff, proper staff screening methods and education of staff.

If determined applicable by the County, Contractor should have a written Pandemic Preparedness Plan that complies with all applicable laws, regulations, orders, and agency guidelines regarding COVID-19 and, at a minimum, meets the requirements in the Milwaukee County COVID-19 Response Preparedness Plan Checklist, attached to this Agreement as Exhibit 1.

VENDOR INFORMATION SHEET

This form must be completed and submitted with the proposal. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ FAX: _____

E-mail: _____

Vendor Response Prepared By: _____

Signature: _____

Insurance and Indemnity Form

General Indemnity:

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any act or omission of Contractor, or its agents or guests, which may arise out of or are connected with the activities covered by the agreement.

Insurance:

Contractor shall, at its sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- B. Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- C. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

- D. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.

- E. Professional Liability/Errors and Omissions:¹

This insurance shall insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$1,000,000 per occurrence.

¹ Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.

Additional Requirements:

- F. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- G. If any of the coverage noted above is provided on a claims made and reported period, coverage shall be maintained for not less than 2 years (24 months) after the end of the Contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.
- H. The insurance specified in (A.), (B.), and (D.), above shall: (a) name Milwaukee County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- I. Milwaukee County should also be granted a waiver of subrogation in its favor on the insurance specified under the insurance policy terms of in (A.), (B.), (C.) and (D.) above.
- J. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance.
- K. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- L. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with a current A. M. Best rating of A X or better.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this Proposal document in order to evaluate and compare the response to the RFP.

Contractor's Name

Title

Signature

Date

PROPRIETARY INFORMATION DISCLOSURE FORM

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____

Signature _____

Authorized Representative _____

Type or Print Date _____

EEOC COMPLIANCE

2021 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that

it has the following total number of employees in its workforce:
_____.

Executed this _____ day of _____, 2021

Firm Name: _____

Address: _____

Representative: _____
(Signature/Title)

CONFLICT OF INTEREST STIPULATION

For purposes of determining a possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member of any Milwaukee County employee, agent or representative is also an owner, officer, employee, agent or representative of the business submitting the proposal.

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is also an owner, officer, employee, agent or representative of your business:

YES _____

NO _____

If the answer to the question above is YES, then identify the name of the individual, the individual's position with Milwaukee County, and the individual's relationship to your business:

Name _____

County Position _____

Business Relationship _____

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below:

Printed Name _____

Authorized Signature _____

Title _____

Date _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

SWORN STATEMENT OF PROPOSER

I, being first duly sworn at _____,

City, State

On oath, depose and say I am the _____

Official Title

Of the Proposer, _____,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through Milwaukee County, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP.
- I certify that all statements within this proposal are made on behalf of the Proposer identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ **day of** _____,

Notary Public, _____ **County**

State of _____

My commission expires _____.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. _____ PROJECT TITLE _____

TOTAL CONTRACT AMOUNT (less allowances) \$ _____ TBE Goal: _____

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract

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

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

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.

Prime Contractor/Consultant _____ Phone _____, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative

Name & Title of Authorized Representative

Date

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that our company is certified as (check all certifications that apply)
 - _____ DBE by the Wisconsin Unified Certification Program certifying partners
 - _____ MBE by State of Wisconsin DOA
 - _____ WBE by State of Wisconsin DOA
 - _____ SBE by SBA Federal Size Standards, NAICS and registered in SAM
 - _____ SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces. I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project. I affirm that our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

Signature of Authorized TBE Representative

Name & Title of Authorized TBE Representative

Phone Number

Date

FOR CBDP USE ONLY

Commitment number ____ of ____ Participation: _____ Project Total: _____

Authorized Signature

Date 50 of 61



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

Links to Directories for firms eligible for credit:

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

MBE and WBE <http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

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

SAM Directory for Federal SBE <https://www.sam.gov/portal/SAM/#1>

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

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

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

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

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

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

414.278.4851 or cbdpcompliance@milwaukeecountywi.gov

COVID-19 RESPONSE PREPAREDNESS PLAN CHECKLIST

By implementing a COVID-19 Response Preparedness Plan, an “essential” vendor, company or contractor pledges to dedicating resources immediately to identify and mitigate situations in the workplace or jobsite which may introduce, expose or spread COVID-19.

Each contractor’s written plan, unique to the operations under its control, will document the identification and mitigation measures taken, which may include engineering controls, administrative controls, safe work practices, and minimum Personal Protective Equipment (PPE) requirements, and will update that plan on a regular basis for the duration of the COVID-19 Situation.

Each Contractor’s Preparedness Plan must meet the following Minimum Requirements:

- 1) Provide the name and contact number of a designated Preparedness Plan Monitor for each County contract.
- 2) A plan to complete a Daily Employee Screening Form, or otherwise complete proper screening verifying daily that every employee has not:
 - a) Traveled to a Level 2 or 3 Country in the past 14 days, or visited an area that requires self-quarantine because of COVID-19 infection,
 - b) Had close contact (within 6 feet) with anyone known or suspected to have COVID-19,
 - c) Exhibited any symptoms (chest or back pain, cough, difficulty breathing) of COVID-19 or had a fever greater than 100.4 in the past 14 days.
- 3) A plan for Social Distancing. Complete a workflow audit that removes instances of employees being within 6 feet of each other. This should include the following, where applicable to the contract:
 - a) Reduction of on-site work hours to minimum needed to sustain operations.
 - b) Staggered shifts and work hours to minimize on-site human presence at a given time.
 - c) Staggered use of all shared spaces, including bathrooms, breakrooms and lunchrooms.
 - d) Staggered facility entry and exit procedures.
 - e) Ban in-person meetings (internal or external) and employee gathering (formal or informal) of any size. Employee communication handled virtually wherever possible.
 - f) Mandatory work at home for all employees except the absolute minimum required for baseline production and logistics functions.
 - g) Prohibit visitors and limit deliveries to the facility or jobsite, except those that support production activities or emergency building maintenance.
- 4) Educate employees on key CDC recommendations. Plan must include:
 - a) How employees can protect themselves.

- (i) Frequent hand washing (at least 20 seconds with soap and water or use of sanitizer greater than 60% alcohol content),
 - (ii) Avoid touching face,
 - (iii) Coughing or sneezing into a tissue and discarding it immediately in garbage,
 - (iv) Avoid shaking hands,
 - (v) Do not use other employee's phones, tools, PPE, etc.
 - b) What employees should do if they feel sick.
 - (i) Stay home
 - (ii) Require notification to employee's supervisor
- 5) A plan that provides appropriate PPE and Sanitation Products, as applicable to contract and as recommended by OSHA or CDC. For example, soap, sanitizer with over 60% alcohol, EPA approved disinfectant for COVID-19, gloves, gowns, eye protection, masks or respirators.
- 6) A plan for Sanitation Procedures, if applicable to contract. These processes must be implemented throughout facility or jobsite:
- a) Blue tape marking of surfaces that receive frequent human contact in the jobsite; disinfection of these surfaces multiple times daily.
 - b) Disinfect all tools, equipment, and vehicles frequently.
 - c) Designate one bathroom, allowing only one person to enter at a time. Disinfect hard surfaces in the bathroom that are frequently touched throughout the day. Disinfect multiple times a day, but must be sanitized at the end of the day. Empty garbage in the designated bathroom at the end of the day.
 - d) Avoid cleaning techniques that may result in generation of bio-aerosols, such as pressurized air or water sprays.
- 7) A plan for when an employee reports symptoms associated with COVID-19, including:
- a) Requiring employees to immediately report any symptoms of COVID-19,
 - b) Quarantine employees exhibiting symptoms on site,
 - c) Notifying proper County contact person.

COVID – 19 Virus Daily Screening Form

Today's Date: _____

Employee Name: _____

Employee Address: _____

Project Name: _____

Contractor: _____

Employers should ask the following questions to all employees, visitors and vendors prior to allowing access to the workplace and/or jobsite. THE QUESTIONS SHOULD BE ASKED IN PRIVATE & ANSWERS KEPT CONFIDENTIAL.

1. Have you traveled to a county or area that has a travel warning of level 2 or 3 as listed by the CDC in the past 14 days? [CDC Travel Warnings](#)

Yes ____ No ____

If so, where have you traveled? _____

What was your date of return? _____

2. Have you, or anyone in your family, come into close contact (within 6 feet) with someone who has a suspected or confirmed COVID – 19 diagnosis in the past 14 days either at home or on a jobsite, etc.?

Yes ____ No ____

3. Have you had a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing in the past 14 days?

Yes ____ No ____

4. Are you currently experiencing a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing?

Yes ____ No ____

****NOTE: If an employee, visitor or vendor answers 'Yes' to any of the above questions, ask them to leave the workplace or jobsite immediately and seek medical evaluation.***

Sign In:

Employee's Signature: _____

Date: _____

Sign Out:

Has your health status changes during your work shift?

Yes ____ No ____

Employee's Signature: _____

Date: _____

COST PROPOSAL RESPONSE

Please note that the total cost of each proposal submitted pursuant to this RFP must be less than or equal to Two Hundred Fifty Thousand Dollars (\$250,000). If you propose a cost that exceeds Two Hundred Fifty Thousand Dollars (\$250,000), your proposal will be disqualified from consideration.

1. The not-to-exceed fee for these services will be \$_____.
2. Include a spreadsheet/matrix listing the names, classifications, hourly rates and hours to be spent by each required task to complete the project as described in this RFP.

EXCEPTIONS

If the Proposer takes exception or requires clarification on any points of the RFP before signing an agreement with the County, please list the items on a blank page attached to this Attachment; provided, however, if the items pertain to Attachment A, please list the items on page 2 of this Attachment. All exceptions are subject to the discretion and approval of the County. Should the Proposer and the County be unable to resolve any exceptions to the mutual satisfaction of both parties, the County reserves the right to reject the Proposer's proposal from further consideration.

If no exceptions are listed, the undersigned agrees to all terms and conditions contained in the RFP, including all appendices. If exceptions are listed, the undersigned agrees to all terms and conditions contained in the RFP, with these noted exceptions.

Exceptions attached? ☐ Yes

☐ No

Company Name: _____

Signature: _____

Print Name: _____ Date: _____

Contract Terms & Conditions Compliance Checklist

#	Title	Comply	Exception	Not Comply
1.	Order of Precedence			
2.	Scope of Services			
3.	Staffing			
4.	Term and Termination			
5.	Compensation			
6.	Ownership of Data			
7.	County Rights of Access and Audit			
8.	Affirmative Action			
9.	Targeted Business Enterprise Goals			
10.	Non-Discrimination, Equal Opportunity			
11.	Indemnity			
12.	Insurance			
13.	Confidentiality			
14.	Prohibited Practices			
15.	Notices			
16.	Public Records			
17.	Independent Contractor			
18.	Electronic Documents Considered Writing			
19.	Compliance with Laws			
20.	Choice of Law			
21.	Assignment Limitation; Subcontracts			
22.	Severability			
23.	Modification and Waiver			
24.	Entire Agreement			
25.	Pandemic Preparedness			
Exhibit A	Insurance Requirements			
Exhibit 1	COVID-19 Response Preparedness Checklist			

For all items marked as “Exception” in the Contract Terms and Conditions Compliance Checklist, a proposer must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	Title	Explanation of Exception

Every Contractor and parties furnishing services or products to Milwaukee County or any of its subsidiaries must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract.

Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

Insurance

Contractor shall, at its sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000
- B. Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.
- C. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- D. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.

E. Professional Liability/Errors and Omissions:¹

This insurance shall insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$1,000,000 per occurrence.

Additional Requirements:

- F. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- G. If any of the coverage noted above is provided on a claims made and reported period, coverage shall be maintained for not less than 2 years (24 months) after the end of the Contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.
- H. The insurance specified in (A.), (B.), and (D.), above shall: (a) name Milwaukee County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- I. Milwaukee County should also be granted a waiver of subrogation in its favor on the insurance specified under the insurance policy terms of in (A.), (B.), (C.) and (D.) above.
- J. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance.
- K. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- L. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement.

¹ Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.

Coverage must be placed with carriers with a current A. M. Best rating of A X or better.

EXHIBIT B - RFP Response
Bloom Professional Service Agreement



TECHNICAL RESPONSE

AQUATICS FACILITIES STUDY

BLOOM COMPANIES, LLC

10501 W. Research Drive,
Suite 100
Milwaukee, WI 53226

WWW.BLOOMCOS.COM

July 1, 2022

Suzanne Carter
Department of Administration Services
Procurement Division
633 W. Wisconsin Ave., 9th Floor
Milwaukee, WI 53203

Ref: Aquatics Facilities Study

Dear Selection Committee,

The team of **Bloom Companies, LLC (Bloom)**, **Water Technology, Inc. (WTI)**, and **Ballard King & Associates (B*K)** are pleased to submit the attached proposal for the study of Milwaukee County's Aquatic Centers. Given this team has a strong history of working together and is very familiar with the County requirements we feel we are a strong consideration to be your trusted partner.

Bloom brings over 20 years of local experience working with the County, having completed over 50 projects together. We are familiar with the expectations, procedures, and submittal requirements of the County and are confident in meeting your expectations. We have teamed with national aquatic experts, **WTI** and **B*K**, for their knowledge and expertise in this industry.

WTI's creative energy and passion embrace the philosophy that aquatic recreation completes communities and gives them a higher quality of life. As the largest aquatic design firm in North America with over 60+ staff, **WTI** brings you the leading trends in aquatic recreation.

B*K was established in 1992 in response to the need for market-driven and reality-based planning for parks and recreational agencies. With over 90 combined years of recreation planning experience in the public, non-profit, collegiate, and private sectors, **B*K** has been involved with over 90 master plan studies, 45 operational assessments, and has completed over 800 recreation facility projects in all 50 states. They are the aquatic study experts.

We are excited about the opportunity to assist Milwaukee County in providing this study as the County plans for future aquatic investments in the community. As the President of Bloom, I commit to making resources available for the successful delivery of this study so please contact me directly at (414) 292-4502 with any questions.

Thank you for your consideration,
BLOOM COMPANIES, LLC



Mathew Tharaniyil, PE
President

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**BLOOM
COMPANIES, LLC**
Infrastructure Innovation and Ingenuity

FIRM OVERVIEW

A1

EXPERIENCE, QUALIFICATIONS, ORGANIZATION | WHY BLOOM?

Bloom Companies, LLC is a rapidly-growing engineering/architecture/construction firm providing innovative and sustainable design and construction solutions to government, municipal, industrial, and commercial clients. Founded in 1998, Bloom is headquartered in Milwaukee, Wisconsin, with branch offices in Chicago, Illinois; Minneapolis, Minnesota; and Madison and Green Bay, Wisconsin.

From the beginning, we have strived to offer cost-effective design solutions and superior service. As we have grown, we have assembled a team of highly talented and qualified professionals who provide the knowledge, experience, and resources to solve challenging design and construction problems. We understand our clients' expectations and work with them to meet project schedules and remain within budget. As an environmentally conscious firm, we promote green solutions to our clients. Our staff will lead this profession into an increasingly complex and technological age.

SERVICES

- Architecture
- Interior Design
- Structural Engineering
- Civil Engineering
- Survey
- Transportation Engineering
- Bridge Engineering
- Traffic Engineering
- Construction Management

COMMUNITY FACILITIES

Parks, pools, and their sites fundamentally impact the lives of their users, visitors, and the surrounding community. As communities grow and develop, designers and builders are challenged to compose new and renovated spaces that are attractive, functional, and flexible for the future, healthy to their occupants, and environmentally responsive.

Our approach incorporates all of these ideals in order to deliver the best product to our clients with respect to each unique condition, scale, budget, and anticipated purpose. Our innovative studies are driven by the desire to fulfill functional, aesthetic, and sustainable design objectives while being economical to construct and maintain.

BLOOM HAS HELD A MASTER CONTRACT WITH MILWAUKEE COUNTY FOR 20+ YEARS, WORKING ON PROJECTS ON AN AS-NEEDED BASIS.



FORMER NAME

Bloom Consultants, LLC



YEAR ESTABLISHED

Established in 1998

24 Years in Business



CONTACT US

Karl Lusis, Project Manager

414-292-4537

klusis@bloomcos.com

BLOOM & MILWAUKEE
COUNTY PROJECTS TOTAL **50+**



AQUATICS FACILITIES STUDY
MILWAUKEE COUNTY

4 of 88

- i) Has the firm ever failed to complete any work awarded in an RFP process? If yes, explain when and the circumstances.

Bloom has not failed to complete any work that has been awarded in an RFP process. It is our commitment to our clients that we are all in full agreement through a detailed scoping process.

- ii) Have there been any judgments, claims, mediation/arbitration proceedings, legal demand letters from clients, and/or lawsuits against the firm or its officers pertaining to its services, in the past five (5) years and/or any such claims that are outstanding? Are there presently, or have there been within the past five (5) years, any administrative board or similar body proceedings to which the firm or any of the personnel listed in your response to Request A9 are a party? If yes, explain the nature, status and the outcome of the matter(s).

Bloom does not have any judgment, claims, mediation/arbitration proceedings, legal demand letters, and/or lawsuits in the past five (5) years or outstanding. We have no administrative board or similar body proceedings to disclose.

- iii) Has the firm filed any lawsuits or requested mediation or arbitration with regard to its services within the last five (5) years? If yes, explain the nature, status and the outcome of the matter(s).

Bloom has not filed any lawsuits or requested mediation or arbitration in regards to our services in the last five (5) years.

WATER TECHNOLOGY INC. [SUBCONSULTANT]

WTI was established in 1983 and is an experienced specialty consultant in aquatics. Our breadth and depth in varied venue sizes, types, and project locations allow us more insight into a wider variety of projects, something that we believe benefits our clients.

WTI has a proven track record for success when working with communities that have valuable recreation assets at hand. Our process seeks to take stock of the current environment, evaluate the present, identify the priorities, while planning and dreaming for the future. WTI will seek to review all the aquatic assets (including pools, spray parks, splash pads, wading pools, etc.) as identified in the RFP.

Our initial focus will be to create baseline understanding of each facility type and create a benchmarking review process so that we can analyze how all the Milwaukee County facilities align against that. The second half of the Analysis Phase will require a deeper dive into these topics, like attendance, staffing, etc. We'll work closely with the design team and the County to ensure that we're getting feedback from each facility operator as we take note of the critical information.

WTI offers Milwaukee County an office in the area coupled with a history of working with Milwaukee County to provide aquatic design and consulting services. We have an intimate level of experience locally that will help our team to be efficient in our review of the various County facilities. WTI also has a broad reach of national aquatic experience across venues of all shapes and sizes. We're uniquely qualified to present the current and projected aquatic trends because of our vast experience in commercial entertainment waterparks. We understand and are prepared to balance the local climate and needs in Milwaukee County against the ever-changing and innovative commercial waterpark environments. This unique experience will be key in our involvement at the Recommendations Phase of the project.

WATER TECHNOLOGY INC.

100 Park Avenue

Beaver Dam, WI 53916

- Aquatic Architecture
- Project Development
- Landscape Architects
- Engineers
- Site Planners
- Technical Designers

WHY WTI?

- Largest Aquatic Design Firm in North America, Staff of 60+
- 150+ Aquatic Projects Per Year
- Collaborative Team Process, Experience working with B*K
- International Portfolio
- Forward-looking designs to support dynamic community programs
- Local Wisconsin Office, National Experts



BALLARD*KING ASSOCIATES LTD. [SUBCONSULTANT]

Ballard*King & Associates Ltd. (B*K), was established in 1992 by Ken Ballard and Jeff King and has achieved over 30 years of success by realizing that each client's needs are specific and unique. With over 90 combined years of recreation planning experience in the public, non-profit, collegiate, and private sectors, our consulting firm has been involved with over 90 master plan studies, 45 operational assessments and has completed over 800 recreation facility projects in all 50 states.

B*K provides a variety of pre-and post-design services for clients who are considering the development of a sports, recreation, aquatic, or wellness facility. From pinpointing specifics to broad visions, B*K provides services to ensure the long-term success of your project. B*K has built our reputation on telling clients what they need to hear to make sound decisions.

B*K has worked on 17 recreation facility projects in Wisconsin and more than 100 in the Midwest. In addition, B*K is well known nationally for its experience with recreation facility venues including actual operations and management. B*K has a keen awareness of the impact an aquatics, sports, or recreational facility has on a community and subsequently the entity that operates it.

Teamwork is a core aspect of our firm. We work together to ensure all clients are receiving the wealth of knowledge our B*K team brings. The success of any project begins with an integrated, mutually valued approach to the individual needs and goals of each client. Thus, we team with you and for you. First and foremost to B*K is our reputation of being a company of strong ethical character. Our top concern is our client's best interests and our approach is always honest and down-to-earth. We aim to help each client see the full potential of their project by providing trustworthy services to achieve their goal.

BALLARD*KING ASSOCIATES LTD.
2743 E. Ravenhill Circle
Highlands Ranch, CO 80126

- Aquatic Feasibility Studies
- Market Studies
- Economic Impact Projections

WHY B*K?

- 800+ Recreation Projects
- National Aquatic Feasibility Study Experts
- Local Experience, 15+ Projects In Wisconsin
- Proven successful experience working with WTI on aquatic centers



TEAM MEMBERS

LIST OF KEY STAFF

A4

NAME	ROLE ON PROJECT	FIRM	YEARS OF EXPERIENCE	LICENSED
MATHEW THARANIYIL, PE	BLOOM PRINCIPAL-IN-CHARGE	BLOOM	30+	+
*KARL LUSIS, RA	PROJECT MANAGER	BLOOM	25	+
SANDER KAPLAN, AIA, LEED AP	QA/QC	BLOOM	30+	+
ANTHONY PANICO, AIA, NCARB	SENIOR ARCHITECT	BLOOM	23	+
PATRICK KINSFATHER, RA	SENIOR ARCHITECT	BLOOM	23	+
*CHAD HILKE, RA, CDT	PROJECT ARCHITECT	BLOOM	25	+
*ROKSOLANA ZAVERTALIUK	STAFF ARCHITECT	BLOOM	4	
WILLIAM ALLAN OLSON, PE, SE	SENIOR STRUCTURAL ENGINEER	BLOOM	30+	+
*BABU THENGANAKUNNEL, PE	SENIOR STRUCTURAL ENGINEER	BLOOM	30+	+
KSHITIJ SEXENA, PE, PMP	SENIOR ELECTRICAL ENGINEER	BLOOM	10	+
CHRISTINA BARRY, PE	SENIOR CIVIL ENGINEER	BLOOM	15+	+
HELEN JOHN, ENV SP	LANDSCAPE DESIGNER	BLOOM	4	+
LEANN WURTZINGER	SURVEY TECHNICIAN	BLOOM	10+	
AMBILY PANKAJ	UTILITY ENGINEER	BLOOM	4	
*MATT FREEBY, AIA, LEED AP, NCARB	WTI PROJECT DIRECTOR	WATER TECHNOLOGY	30+	+
*DARIN J. BARR	B*K PROJECT MANAGER	BALLARD*KING	10+	
*SCOTT CARON, CPRP	B*K PROJECT ASSISTANCE	BALLARD*KING	20+	+

*Key Staff Resumes shown on the following pages.
Additoinal support resumes can be provided upon request.



**MILWAUKEE FIRM TEAMED WITH
LOCAL AND NATIONAL EXPERTS WITH
PROVEN EXPERIENCE WITH
FORWARD THINKING TECHNIQUES**



KARL LUSIS, RA

PROJECT MANAGER



MEET MR. LUSIS

As a Project Manager / Senior Architect, Mr. LUSIS has worked on the Owner's side of the contract on over \$50 million dollars' worth of projects for major institutions. Mr. LUSIS is an experienced architect who brings his passion for design solutions to every project. His diverse portfolio of projects including DPW Garages, multi-unit housing, casinos, assisted living facilities, community centers, detention and safety facilities, administrative offices and healthcare facilities. He has prior experience working on UW-System school projects such as the UW-Madison School of Arts, UW-Madison School of Education and Camp Randall Stadium. Of major importance is his prior experience while working as an architect for Milwaukee Public Schools (MPS). Mr. LUSIS he oversaw 55 buildings across the City of Milwaukee, many of which were historic masonry buildings that were 100 years older or more. His duties included the schematic design, cost estimating and submission of the scope package for potential funding and scope execution.

Mr. LUSIS brings a unique perspective to designs, as he has worked on both sides of the contract as architect and as representative of public institutions. His sensitivity to spending money only where we get the best "bang for the buck" shows he is conscious of good design while cognizant of client's budgets.

QUALIFICATIONS



EDUCATION

B.A. Architecture, University of Wisconsin - Milwaukee (1996)

Associates in Commercial Real Estate, Marquette University (2008)



25 YEARS OF EXPERIENCE

PROFESSIONAL REGISTRATION

Licensed Architect

Wisconsin # 9516

Associates in Commercial Real Estate (ACRE) – Marquette University

Member of Hales Corners Lutheran Church

Board of Directors – American Indian Construction and Trade Association (AICTA)

Board of Directors – Type 1 Diabetes Charity Organization

CONTACT



(414) 292-4537



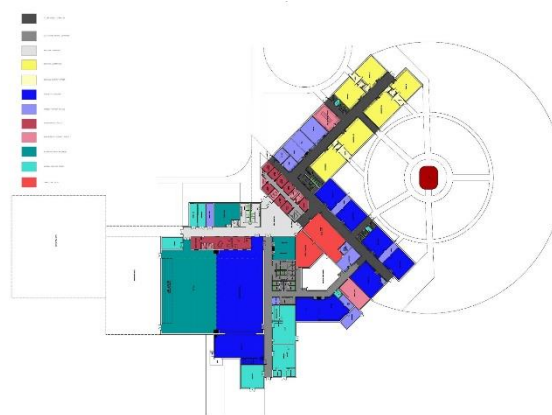
klusis@bloomcos.com



Milwaukee, WI

PROJECT SHOWCASE

Saginaw Chippewa School and Recreation Center, Kina Gego Enjishing "Everything That is Good and Healthy" (Mt. Pleasant, MI) – Lead architect and interior designer for a new K-6th grade school for the Saginaw Chippewa Indian Community. This new, free-standing, \$18 million dollar school provides a wide variety of services from traditional education with cultural integration, adult education, long-distance learning, and community-centered events. This diverse use facility is designed to accommodate traditional daytime school activities while providing a wide range of community activities such as pow-wows, basketball tournaments, craft fairs, or community meetings. The design allows them to shut down certain parts of the building while allowing use for bathrooms, kitchen, and proper exiting. Careful consideration was made to display culturally significant ideas in a proper, respectful manner such as traditional storytelling and Saginaw Chippewa member artistry.



Milwaukee Public Schools (MPS) (Milwaukee, WI) - Architectural Project Manager for MPS where Karl oversaw the daily, and projected, needs for over 55 buildings. They included motor pool garages, corporate administrative offices and all elementary, middle and high schools/ Some of the many projects included introduction of an Auto Body Program at Pulaski High School, Electrical Program at Milwaukee Tech, Barn Upgrade for the Agricultural Program at Vincent High School and 6 Technology Innovation Design/Build Labs sponsored by GE. Karl performed all duties from idea inception, designing, interiors selection, cost estimating and ultimately construction management.

UW-Madison School of Education (Madison, WI) - Karl was part of the design team for the renovation and addition to the UW-Madison School of Education. This project restored the existing structure while adding a new wing for teaching and office space. The team established the principles of "respect, restore and renew" to help guide the design. The project connects 35,000 sq. ft. of new construction to the existing historic building. Given the existing building was well constructed and beautifully detailed, the team worked with a historic preservation architect to restore the exterior facade along with the entrance lobby and grand staircase that rises through the six-story building. This

project was the first State-owned Energy Star Rated building in Wisconsin. Karl was directly responsible for the building assessment he worked with the team to document the facility conditions and helped develop recommendations related to the future use of the facility.

Anna John Resident Centered Care Community (Oneida, WI) –

Karl was the architect and assistant designer on this project done in conjunction with Engberg Anderson. He specialized in facilitating interior design meetings with the end-users to create a warm, home-like feel for residents while incorporating subtle cultural elements. The 41-bed facility helped address the need to bring the Oneida Elders back to the reservation where the presence of visitors and family led them to more normal life in their later years. By inviting the public in with a 150-person dining room and gift shop we created opportunities for visitors to come in and give the facility life. Residents enjoy a wide variety of activities and spaces in this 150,000 square foot facility and can find a place with others or for themselves. Careful consideration was taken to break down the scale of the building by providing pods for the residents where their immediate neighbors could congregate.



Oneida Elder Village (Oneida, WI) – Lead architect and designer for a new development of various housing designs for the elders of the Oneida Nation of Wisconsin. These various models allow for zero-threshold entry, views to the inward nature trail and generous clearances for access throughout the units. Color coded units allow for residents to easily recognize their units and provide a harmonious collection of color and interest. Given the diverse nature of tribal families, there could be three generations living in a house so we created multiple units to address those needs.

Boys Dorm Historic Remodel (Lac Du Flambeau, WI) – Karl was the lead architect for the design and construction administration of this historic remodel. It is one of Lac Du Flambeau's most historic structures that were part of an Indian educational campus. The building was painstakingly restored to its original state with only minor touches to bring it up to code. It now serves as the office for the Tribal Historic Preservation Office and a series of community rooms for meetings and art displays.

Little River Casino and Event Center (Manistee, MI) – Served as architect and assistant designer to all phases of a campus master plan and subsequent scopes identified from there. The initial scope was to master plan the campus for additional gaming growth, better traffic flow on site, additional parking, hotel expansion and a new event center to draw a diverse crowd of patrons. The solution was to expand the hotel in a diamond shaped "circle" which allowed additional hotel rooms while minimizing the distance visitors walked. An event center was created to provide the facility the ability to draw in major acts in a large, invigorating space. The space allowed them a broader range of visitors while accommodating them on campus with more hotel rooms. Additional food venues would be needed as well to serve a variety of food and guests.



Iron County Community Hospital Master Plan (Iron River, MI) –

Design assist for the master planning efforts for a 12 bed addition to the rural hospital, expansion of lab services, reconfiguration of the Emergency Room and ambulance garage, consideration of a heliport landing and a convenient outpatient clinic located at the main entry.



Oneida Uskah Village (Oneida, WI) – Lead architect and designer for (4) 4-unit apartment buildings for the Oneida Comprehensive Housing Department. These new apartment buildings are an extension of an existing development to provide quality housing in a natural setting. The mix of housing allows for a diverse age demographic to interact with each other while providing for a walking path to promote health and interaction.

MATT FREEBY, AIA, LEED AP, NCARB

Project Director



Matthew Freeby has a breadth of experience in the design and construction of numerous building types and structures; with overall responsibility for large project development, he has handled projects ranging from \$1 million to \$100 million. His project experience ranges from conceptual planning to construction management.

Matt is relied upon to define project scope, goals and deliverables that support WTI's business goals in collaboration with senior management. He helps to determine and assess need for additional staff and/or consultants and make the appropriate recruitments if necessary during project cycle. A registered Architect in 22 states and a NSPF Certified Pool/Spa Operator, Mr. Freeby is a LEED Accredited Professional with an advanced depth of knowledge in green building practices and sustainable aquatic design and operations. Matt's attention to detail and persistent pursuit of excellence provides the industry benchmark in aquatic design.

EDUCATION

Master's Degree, Architecture
Washington University
St. Louis, Missouri

Master's Degree, Civil Engineering,
Construction Management
Washington University
St. Louis, Missouri

Bachelor of Arts, Architecture
Washington University
St. Louis, Missouri

REGISTRATIONS

AIA Architect: AL, AR, CA, DE, FL, HI,
IN, LA, MI, MN, MO, NE, NJ, NM, NV,
NY, OK, RI, TN, UT, WA, WI (7305-5)

LEED Accredited Professional

NSPF Certified Pool / Spa Operator
(CPO)

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
National Council of Architectural
Registration Boards (NCARB)
Themed Entertainment Association
(TEA)

INDOOR FEATURED PROJECTS

Erb Park Swimming Pool - Appleton, WI | Principal

WTI worked with the City of Appleton Parks and Recreation and the lead consultant to develop and present three preliminary plans for public input. The final plan was determined through interviews with stakeholders and public meetings. The aquatic center features an 8-lane, 50-meter pool and a zero-depth entry leisure pool with areas dedicated to intermediate swimmers and a slide complex.

VFW Park Design - De Pere, WI | Principal

WTI was hired alongside the architect of record to access the existing facility and incorporate feedback into the design from key stakeholders, gathered through public meetings and interviews. The 5,300 SF VFW is equipped with a lap pool, zero-depth entry leisure pool, diving boards, climbing wall, basketball, waterwalk, drop slides, and a tot area.

Goodman Pool Expansion Study - Madison, WI | Principal

WTI performed a study on the existing conditions at Goodman Pool and developed an impact analysis highlighting two options that would attain the City of Madison's goal to allow swimming and diving to occur concurrently.

Soderholm Aquatic Center at University of WI-Madison | Principal

WTI completed an aquatic evaluation in 2014 that was used as the basis of recommendation for the proposed replacement that was solicited in 2016. The world-class competition facility houses an Olympic-sized 50-Meter competition pool, home to Wisconsin's Men and Women's Swimming and Diving teams, with a moveable bulkhead and floor. Beyond the competition pool is a therapeutic swim-in-place pool and diving well pool designed to accommodate all the NCAA diving events.

Milwaukee County Park Projects Study - Milwaukee, WI | Principal

WTI was commissioned in 1999 by Milwaukee Co. Parks to develop an Aquatics Masterplan for the entire county including an evaluation of 15 outdoor and 3 indoor community aquatic facilities. WTI and the project team worked closely with County staff, residents, and regulatory agencies, providing leadership and a participatory framework throughout the design process.

Bucks Arena - Milwaukee, WI | Principal

WTI was contracted to provide aquatic design and engineering for the replacement of two pools with a single, 53 SF cold water whirlpool. The pool replacement will provide enhanced warm-water therapy opportunities for athletes.

Saint John's on the Lake - Milwaukee, WI | Principal

The aquatic area at this retirement facility offers an activity pool including a single lap lane, hydro-therapy benches, ramp entry, and a second warm-water whirlpool. The area exemplifies a resort feel with comfortable bench seating around the perimeter. Residents can reap the benefits of aquatic aerobics, therapy, and open swim.

South Suburban YMCA - Milwaukee, WI | Principal

WTI provided aquatic design and engineering for a new aquatic center at the South Suburban YMCA that features a 4-lane lap pool and a separate whirlpool.

Wisconsin Rapids Aquatic Complex - Wisconsin Rapids, WI | Principal

WTI provided aquatic planning, design, and engineering services to rejuvenate the aquatic center to appeal to the multi-generational families of Wisconsin Rapids. Three separate aquatic spaces feature a tot pool, a leisure pool with activity areas and a lazy river, and a lap pool with diving boards, climbing walls, and a Wibit obstacle course - all to serve the diverse needs of the community.





Darin J. Barr, Principal

Project Manager

(573) 673-6597

darin@ballardking.com

Darin began his work with Ballard*King & Associates in 2007 and brings 10 years of experience to the company. During his time with B*K Darin has completed master plans, feasibility studies, and operational assessments and provided short-term management solutions to several clients.

Darin's passionate about the parks and recreation industry and has been involved with over 200 feasibility studies since joining B*K. The part that he enjoys the most about the feasibility study process is the multi-layered approach and the development of implementable operational plans. A key part of that process is helping clients with the use of statistical data and public input to understand the difference between needs and wants.

Prior to joining B*K, Darin worked in the municipal, private, and university sectors, all in the parks and recreation industry and touching aquatics in each. The broad range of his working environments prior to joining B*K, combined with his 13 years of providing parks and recreation consulting services across the country helps shape his unique approach to delivering parks and recreation services and programs.

Recent projects include:

- Aquatic Assessment Bozeman Pool Complex, Bozeman, MT
- Aquatic Master Plan, Waterloo, IA
- Aquatics Operational Review, The Salvation Army Central Territory

Darin's honest approach, attention to detail, and depth of knowledge give clients comprehensive insight to help guide them through their projects.

Education:

- State University of New York, Brockport – Masters in Public Administration
- University of Missouri – BS Parks, Recreation & Tourism

Professional Affiliations

- National Intramural-Recreational Sports Association
- New York State Parks & Recreation Society
- Missouri Park & Recreation Association
- University of Missouri – Adjunct Faculty



Scott Caron CPRP, Associate

Project Assistance

(903) 353-1928

scott@ballardking.com

Scott began working with Ballard*King & Associates in 2017 and brings over 20 years of experience in parks and recreation. As an Associate with B*K, Scott has been instrumental in data collection and analysis. His involvement with projects includes feasibility studies, master plans, and operational assessments.

Prior to joining B*K, Scott has held several positions while working in a wide variety of types of governance from recreation commissions, parks districts, and municipalities. In addition to working as an Associate with B*K, he is currently the Parks & Recreation Director in Longview, TX.

Scott is enthusiastic about the full spectrum of what parks and recreation can deliver to a community, both as a consultant and as a professional in the field. He understands the need to have plans that provide a department with the necessary direction for its future. At the same time, he realizes the need for a plan to be flexible so that it can adjust to changes.

Scott brings a unique perspective to the development of plans and subsequent parks and recreation facilities; in that, he has implemented them. This firsthand implementation experience helps focus the recommendations he provides.

The approach Scott has taken as a recreation professional, and consultant melds the analytical with emotional. He recognizes decisions need to be made while balancing the head and the heart.

Education:

- University of Missouri – BS Parks, Recreation & Tourism
- Certified Parks & Recreation Professional

Professional Affiliations

- Missouri Parks & Recreation Association
- Texas Recreation & Parks Society
- National Recreation & Park Association
- Sports Events and Tourism Association

CHAD HILKE, AIA, CDT

PROJECT ARCHITECT



MEET MR. HILKE

Mr. Hilke has a wide range of experience as a Project Designer/Team Architect. He has been involved with numerous projects ranging in Senior Living, Multifamily, and Mixed-Use/Retail. He is a licensed project architect with experience in construction documentation, project management, and BIM management.

QUALIFICATIONS



EDUCATION

B.A. Architecture, University of Wisconsin - Milwaukee (1996)



25 YEARS OF EXPERIENCE

PROFESSIONAL REGISTRATION

Licensed Architect

Wisconsin # 10980

Member, American Institute of Architects

NCARB Council Record Holder #107345

PROJECT SHOWCASE

LindenGrove Assisted living (Mukwanago, WI)

Architect on 13,000 square foot, 15-unit single-story addition to skilled nursing facility.

Harwood Place (Wauwatosa, WI)

Architect on 66,840 sq. ft. new construction and a 79,070 sq. ft. remodeling for senior living facility.

Reedsburg Area Senior Life Center (Reedsburg, WI)

Architect on new combined Community-based residential facility and residential care apartment complex.

Lutheran Homes of Oconomowoc (Oconomowoc, WI)

Architect on a three-story 150 bed, 130,000 square foot post-tensioned concrete addition to a senior living facility.

Tri-North Builders Corporate Headquarters (Fitchburg, WI)

Architect on new 55,000 sq foot LEED Gold corporate headquarters for nationwide construction manager and central contractor.

SSM Saint Clare Health Center (Fenton, MO)

Architect on \$236 million-dollar, 430,000 square-foot, medical center including a 154-bed Inpatient Bed Tower, 100,000-SF Medical Office Building, 75,000-SF Ambulatory Care Center and Emergency Center.

Virtua Voorhees Replacement Hospital (Voorhees, NJ)

Architect on \$463 million, 676,000-square-foot Bed Tower, Ambulatory Care Center, Medical Office Building, Pediatrics Medical Office Building, and Zoned Parking located on 125-acre

greenfield site. The 366-bed facility was selected among the "25 Most Amazing Modern Hospitals in the World" by Best Master of Science in Nursing. *This project was an AIA award winner.*

Owensboro Health Replacement Hospital (Owensboro, KY)

Architect on new \$385 million-dollar, 718,000 square foot, nine-story patient tower and replacement hospital on 160-acre greenfield site. Engineering News-Record recognized the hospital as one of the Best Projects of 2013.

ThedaCare Regional Medical Center (Appleton, WI)

Architect on 169-bed, eight-story, LEED Gold certified inpatient hospital bed tower extension to Appleton Regional Medical Center Complex serving the Fox Cities area in southeast Wisconsin.

Encircle Health Ambulatory Care Center (Appleton, WI)

Architect for 156,000 square foot, three-story, LEED Gold-certified multi-specialty ambulatory care center in Appleton, Wisconsin.

Ascension NE Wisconsin (Appleton, WI)

Architect and Project manager responsible for a conversion of an existing furniture store to a physical rehabilitation facility with a swimming pool offering integrated physical medicine and rehabilitation programs to people of all ages.

St. Elizabeth Hospital Bed Tower (Appleton, WI)

Architect and designer for 50 million dollar, LEED Silver bed tower addition. Responsible for all phases of construction administration from groundbreaking through occupancy. The 180,000 SF inpatient facility, features 90 patient beds, a dining Marketplace, and expanded imaging facilities on a 17-acre site surrounded by residential neighborhoods.

Will Rose Apartments (Muskego, WI)

Architect on a multifamily luxury apartment building. One and two-bedroom apartments ranged from 900 to 1490 square feet.

Northwestern Mutual Computer Room Expansion (Milwaukee)

Assisted in the design of piping and steel supports for computer room expansion.

Komatsu Corporate Headquarters (Milwaukee, WI)

Assisted in design and construction management of piping and HVAC systems for a new 176,000-square-foot office building in Milwaukee, Wisconsin.

Leonardo DRS (Menominee Falls, WI)

Assisted in 3D design of Aquatherm piping and supports for naval power systems contractor in Menomonee Falls, WI

Milwaukee Tool Redline (Menomonee Falls, WI)

Assisted in the design and drafting of piping and HVAC systems for 120,000 square foot Milwaukee Tool testing facility in Menomonee Falls, WI.

Rite-Hite Corporate Headquarters (Milwaukee, WI)

Assisted in the design and drafting of piping and HVAC systems for 158,000 square foot Milwaukee Tool testing facility.

ROKSOLANA ZAVERTALIUK

STAFF ARCHITECT



MEET MS. ZAVERTALIUK

Ms. Zavertaliuk is a staff architect with 4 years of architecture experience. She has experience developing design contracts and assisting with the production of construction drawings. She is familiar with working with government and private clients on small and medium-scale projects. She has intimate knowledge of design trends, construction methodology, and material application. Ms. Zavertaliuk has used and is familiar with Revit, AutoCAD, ArchiCAD, SketchUp, 3ds Max, Adobe Creative Suite (Photoshop, InDesign, Illustrator). She has strong leadership, organizational, communication, team building, and relationship management skills. In addition to English, Ms. Zavertaliuk is fluent in 5 languages including Ukrainian and Russian.

QUALIFICATIONS



EDUCATION

M.A. Architecture, Kyiv National University of Construction and Architecture (2019)
B.A. Architecture, Kyiv National University of Construction and Architecture (2017)



4 YEARS OF EXPERIENCE

PROJECT SHOWCASE

Wisconsin Center Addition (Milwaukee, WI)

Designer responsible for providing structural engineering and architecture services on this \$420M addition project. The project will double the square footage of the convention center by adding 112,000 square feet of exhibit hall space. Bloom was responsible for the foundation design for the addition, sky bridge, central utility plant/loading dock, and miscellaneous structures. During the bidding and construction process, Bloom has been actively involved in responding to RFIs and shop drawing reviews. Bloom also assisted with the design development and construction documents of the entire roof. This involved close coordination with a large diverse team. The roof design included green roof elements, OSHA fall protection, and roof outdoor gathering spaces.

Guardian Equipment Expansion and Renovation (Chicago, IL)

Staff Architect responsible assisting the design team with the renovation design for this 78,000 square foot industrial building. Bloom provided architecture, civil, and structural engineering services and coordinated with MEP Consultant and Interior Designers. This architecture renovation and expansion project consisted of office, production area, storage, lab, and exterior dock modifications. Bloom was also responsible for providing services during construction.

Pace Suburban Bus, South Campus Master Plan (Markham, IL)

Staff architect for a new 20,000 sq. ft. office building as part of an entire Master Plan Design for Pace Suburban Bus Service.

Ms. Zavertaliuk is responsible for assisting with the development of design and construction bid documents which included the design and documentation of the precast concrete panels, exterior storefront, roof system, interior layout, finishes, and coordination with all supporting disciplines.

Tim and Aberdeen Ozga, New Garage and Site Pave Ferdinand Frederick Tomek House (Riverside, IL)

The Frederick F Tomek house was constructed in 1905 as part of Wright's suburban Prairie-style residences. It is also known as The Ship House or the Ferdinand Frederick and Emily Tomek House. This historic house is located at 150 Nuttall Road in Riverside, IL. It was declared a National Historic Landmark in 1999. Bloom was hired as an architect of record to provide a new garage and site improvements as well as restore the chimney, stucco, and reproduce and restore the existing light fixtures.

Armitage Ave Guardhouse Addition and Renovation, Jewel Distribution Center (Melrose Park, IL)

Staff Architect responsible for assisting the architecture team on a renovation of the existing guardhouse and office addition. The office area renovations included two new workstations with sliding transaction windows at semi-truck level on both inbound and outbound lanes. Additional renovations included providing counters for workstation areas and a small meeting area.

Speculative Build-Out, Unit 107 (Romeoville, IL)

Staff Architect responsible for assisting the design team on a 2,000 square foot build-out. Scope of work included opening the office area, the addition of a break room, toilet room facilities, entrance canopy to match the existing, and storefront entrance and vestibule.

Oak Lawn Ave Renovation and Exterior Improvements (Elmhurst, IL)

Staff Architect responsible for assisting the design team on two office interior renovations and a façade renovation on two elevations of an existing multi-tenant industrial building approximately 47,000 square feet.

Linnwood and Howard Roof Replacements (Milwaukee, WI)

Staff Architect for this Roof Replacement Project. The affected area is approximately 34,875 square feet. Bloom provided an initial design report after a site visit. Following the design report approval, Bloom prepared construction documents and specifications. Bloom was responsible for the coordination of MEP services. Bloom prepared schematic design documents, construction documents, bidding, and construction services.

Lakeview Realty Investors, Lindsey Lane Lot (Bolingbrook, IL)

Staff Architect responsible for assisting with architectural services on this interior build-out project located at Lot 6 in Remington Lakes, Bolingbrook, Illinois. The project consisted of the design of the core and shell of a speculative multi-tenant 75,120 square foot industrial building.

BABU THENGANAKUNNEL, PE

SENIOR STRUCTURAL ENGINEER



MEET MR. THENGANUKUNNEL

Mr. Thenganakunnel has over 30 years of engineering planning, construction, and management experience. He has worked on a variety of multi-million dollar construction projects.

Mr. Thenganakunnel's structural facilities project experience includes airport facilities, five-star hotels, bridges, viaducts, steel plants, thermal power plants, and schools. Babu is experienced in designing airport buildings, school buildings, and industrial buildings. Mr. Thenganakunnel has performed many structural condition evaluations of existing buildings. He has excellent experience in structural design for HVAC upgrade projects.

QUALIFICATIONS



EDUCATION

B.S. Civil Engineering, University of Calicut - India (1988)



30 YEARS OF EXPERIENCE

PROFESSIONAL REGISTRATION

Professional Engineer

Wisconsin #35905

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction

CONTACT



(414) 292-4506



bthenganakunnel@bloomcos.com



Milwaukee, WI

PROJECT SHOWCASE

Law Enforcement Boat Storage Shed (Two Rivers, WI) –

Structural Engineer for a new 2,000 sq ft climate controlled boat storage shed. The building was designed with a concrete floor and approach apron, electrical service for light and power, side utility door and two 12' x 14' overhead doors. The shed was insulated to protect storage from major temperature fluctuations.

South Campus Parking Structure, UW-Oshkosh (Oshkosh, WI)

Structural Engineer responsible for the foundation design of a new 430-stall parking structure at the Campus. The project included the relocation of eight tennis courts and planning and conceptual design for a new pedestrian mall extending from the Reeve Student Union four blocks to a new Riverfront Plaza.

Central Repair Garage (Milwaukee, WI)

Project scope includes the replacement of mechanical/electrical systems for 150,000 sq. ft. central repair garage. Structural Engineer responsible for preparing plans, specs, and site visits for structural and civil engineering support including replacement of AHU, exhaust, heating, and air coolers;

replacement of boilers; replacement of HVAC controls; replacement of emergency generator; replacement of hydraulic lifts; replacement of elevator; replacement of air compressor system; and add daylighting. The overall project shall incorporate LEED-EB for silver rating. Additional work includes responding to bidder questions, pre-bid meetings, bid review and analysis, pre-construction and bi-weekly job progress meetings, distributing shop drawings and submittals, review of contract close-out documents, and required statutory field inspections.

Warehouse Building for Pleasant Prairie Power Plant (Pleasant Prairie, WI) –

Structural Engineer responsible for designing the foundation for 4,000 sq. ft. rigid frame warehouse building. Responsibilities included designing interior slab-on-grade for heavy wheel loads, designing masonry walls, and pavement design. Prepared all architectural and structural documents needed for obtaining a building permit from State and Village.

House of Corrections (Franklin, WI) –

Structural Engineer responsible for designing structural support for new rooftop units, roof access hatch, and ladder as part of the HVAC system upgrade at House of Corrections for Milwaukee County.

Racine Youth Offender Correctional Facility (Racine, WI)

Designed a new roof access hatch and ladder as part of HVAC upgrade at Racine Youth Offender Correctional Facility.

Milwaukee County Historical Society Building (Milwaukee, WI)

Structural Engineer responsible for designing new elevator structure and modifying floor framing at new floor openings to bring the neoclassic facility back to the grandeur it had in 1913 and provide improved meeting facilities. Additional responsibilities included modifying the existing slab on grade at the new toilet addition and designing framing for a new stair and stair opening in the mezzanine floor.

Hangar Building, Department of Military Affairs (Madison, WI)

Structural Engineer responsible for structural modifications to existing AASF #2 hangar doors for the Department of Military Affairs. Structural modifications included adding additional counterweights and strengthening existing counterweight arms. Modifications were done to support the weight of additional exterior cladding on the doors.

Maier Festival Park North Gate Improvements, Summerfest Millennium Momentum – Phase II (Milwaukee, WI)

Responsibilities for this project included structural design and preparation of structural drawings for the Restroom, Ticket Building/North Gate, and the North Stage. The improvements included foundation plans, sections, and roof plans. The restroom was a 160-ft. x 85-ft. curved building with tube steel sign towers, masonry walls, polycarbonate glazing, steel joists, and a metal deck for the roof. Ticket Building/North Gate consisted of a 41-ft. x 35-ft. building with masonry walls, steel joists, and a metal deck for the roof. The North Stage was a 122-ft. x 85-ft. building with a curved sloping roof, tube steel sign towers behind the building, masonry walls, and polycarbonate glazing. Frame consisted of tube steel columns and trusses. The roof is a metal deck over tube steel purlins.

SIMILAR PROJECTS

BLOOM MILWAUKEE COUNTY EXPERIENCE

A5

Bloom has over 20 years of experience working with various departments of Milwaukee County. We have held a Master Contract with Milwaukee County for decades where we actively work on projects on a task order basis. With our knowledge and local presence, Bloom will lead the aquatic experts in delivering a successful detailed study to the County. Below is a snapshot of projects we have worked on with the County of the years. Single sheets projects following this list detail our subconsultants experience providing aquatic services and studies.

MILWAUKEE COUNTY REFERENCE

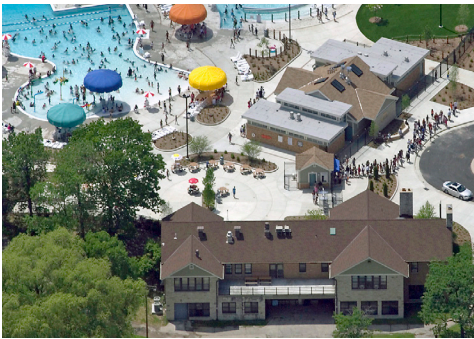
Andrea Weddle-Henning
 Director of Transportation Engineering
 Milwaukee County Department of Transportation
 10320 W Watertown Plank Rd
 Milwaukee, WI 53226
 (414) 257-5934
Andrea.Weddle-Henning@milwaukeecountywi.gov

PROJECT TITLE	SERVICES
SOUTH 76TH STREET BRIDGE OVER WEST FOREST HOME AVENUE	Bridge Engineering
GENERAL MITCHELL AIRPORT REGULATOR BUILDING	Structural Engineering
GMIA - OUTER TAXIWAY EXTENSION - STORM WATER MANAGEMENT PLAN	Storm Water Management Plan
CTH E, WEST SILVER SPRING DRIVE REHAB; NORTH 124TH STREET TO NORTH 68TH STREET	Traffic Engineering
BRIDGE INSPECTION B-40-0559	Bridge Inspection
GMIA OPERATIONS OFFICE REMODEL, CONCEPT & BUDGET REPORT	A&E Services
GMIA OPERATIONS OFFICE, CONCEPT & BUDGET REPORT FOR THE EXPANSION OF THE EXISTING CONFERENCE ROOM AND BREAK ROOM	A&E Services
76TH STREET PAVEMENT-SOIL-HAZ MATL INVESTIGATION	Geo-Environmental Services
SO. 76TH STREET (CTH U) FROM PUETZ RD. TO W. IMPERIAL DR.	Traffic Engineering
WEST MILL ROAD (CTH S), N. 43RD (CTH G) TO N. SYDNEY PLACE	Geotechnical and Environmental
2011 LOCAL BRIDGE PROGRAM AND PROJECT SUPPORT	Bridge Engineering
WINTER MAINTENANCE OPERATION MAPS	A&E Services
2012 LOCAL BRIDGE PROGRAM AND PROJECT SUPPORT/PROGRAMMING/OVERSIGHT	Bridge Engineering
N 107TH STREET (CTH F) RECONSTRUCTION	Construction Engineering
FACILITIES MANAGEMENT WEST - NEW VEHICLE STORAGE GARAGE	A&E Services
S. 68TH ST. (CTH A)-W. RYAN RD. TO HOUSE OF CORRECTIONS ROADWAY RECONDITIONING	Construction Engineering
S. 68TH STREET (CTH A), W. RYAN ROAD TO HOUSE OF CORRECTIONS	Construction Engineering
S. NORTH CAPE ROAD (CTH J), PHASE 1, SCHERREI DRIVE TO S. CARROLL CIRCLE,	Construction Engineering
S. NORTH CAPE ROAD (CTH J), PHASE 2	Construction Engineering
CRIMINAL JUSTICE FACILITY (CJF) ROOF REPLACEMENT	Structural Engineering
STONE ARCH CULVERT UNDER OAK LEAF TRAIL	A&E Services
S. 92ND STREET (CTH N) RECONDITION; W. FOREST HOME AVE. TO W. HOWARD AVE.	Construction Engineering
W. RAWSON AVE (CTH BB) RECONDITIONING	Construction Engineering
W. RAWSON AVE (CTH BB) S. NORTH CAPE RD TO USH 45 HIGHWAY RESURFACE	Materials Testing



MILWAUKEE COUNTY PARK PROJECTS

Milwaukee, Wisconsin



OWNER

Milwaukee County Parks
9480 Watertown Plank Road
Wauwatosa, WI 53226

COMPLETED

1995, 1999, 2009

AWARDS / FEATURES

Lincoln Park:
MANDI (Milwaukee Awards for
Neighborhood
Development Innovation,
LISC, 2010

Recognized for Outstanding Aquatic
Facility Design
by Wisconsin Park and Recreation
Association,
November 2009

WEBSITE

[www.county.milwaukee.gov/
FamilyWaterParks17755.html](http://www.county.milwaukee.gov/FamilyWaterParks17755.html)

COST

Lincoln Park Total Project Cost - \$4M
Total Study Cost - Unknown

The Center for Urban Initiatives and Research at the University of Wisconsin – Milwaukee (CUIR) was commissioned by Milwaukee County Parks in 1995 to provide a study of targeted aquatic facilities as well as a recreational survey of area residents. This survey resulted in the evaluation and renovation of some facilities such as Cool Waters in Greenfield Park, and the water playground in Carver Park.

In order to complete the Aquatics Vision, WTI was commissioned in 1999 by Milwaukee County Parks to develop an Aquatics Masterplan for the entire county. The process included the evaluation and inventory of fifteen (15) outdoor and three (3) indoor community aquatic facilities and the integration of these facilities into a comprehensive system for the future.

The Lincoln Park center is named after former County Executive and Milwaukee County parks director who championed the waterpark concept in the 1980s, David F. Schulz. The team, comprised of WTI and Graef, Anhalt, Schloemer & Associates, Inc., worked closely with the County staff, residents and regulatory agencies, providing the leadership and participatory framework through the design process.

Projects:

David F. Schulz Aquatic Center at Lincoln Park
Carver Park Family Aquatic Center
Cool Waters Aquatic Center at Greenfield Park

WISCONSIN RAPIDS REGIONAL AQUATICS CENTER

Wisconsin Rapids, Wisconsin



OWNER

The City of Wisconsin Rapids
521 Lincoln St
Wisconsin Rapids, WI 54494

COMPLETED

2020

AWARDS / FEATURES

Aquatic Design Portfolio
Athletic Business, 2021

WEBSITE

<https://www.wirapids.org/aquatics.html>

PROJECT COST

\$12M

After years of public discussion and engagement, the City of Wisconsin Rapids decided to improve the Witter Field Park with the addition of a water park. Community feedback indicated a strong desire for having aquatics that serve both a multigenerational community and tourists who visit Wisconsin Rapids. The \$12 Million project has been funded through a mix of public funds, matching grants, private donations, and corporate contributions.

Water Technology, Inc. (WTI) was hired to provide aquatic planning, design, and engineering services for the future Wisconsin Rapids Regional Aquatic Center. Because of uncertainties in final funding totals, WTI developed multiple designs to accommodate various funding levels without compromising key amenities and features.

Two principals guided the aquatic design: to appeal to the multigenerational families of Wisconsin Rapids and to become a regional attraction. WTI designed three separate aquatic spaces to meet the diverse community needs. The first space is designed for those with small children who will enjoy the 2553 SF zero-depth entry tot pool which has geysers, interactive play features, a tot slide, and toddler-sized lazy river. The second space features an enormous 7,667 SF leisure pool, with an activity area, a lazy river with action channel, and a three-story waterslide that terminates into a refreshing plunge area. The final space is designed for fun exercise opportunities for the whole family, including a climbing wall, a diving board, and a three lane Wibit obstacle course that is fun for the whole family.

The Wisconsin Rapids Regional Aquatic Center opened its doors on July 6, 2020 to a great reception from the local community.

AMENITIES

7667 SF Leisure Pool
Activity Pool 2333 SF
1M Diving Board
Climbing Wall
Wibit Course
Water Basketball
Body Slide

Plunge Area for Lazy River
Action Channel (75 FT)
Lazy River (260 FT)
Tot Pool Zero-Depth Entry (2553 SF)
Tot Slide
Play Features
Geysers

AQUATIC MASTER PLAN

Waterloo, IA



OWNER

Paul Huting
Leisure Services Director
City of Waterloo, IA
(319)291-0165 x 3760
paul.huting@waterloo-ia.org

B*K led the master planning project with assistance from WTI. The master plan focused on the future of the City's two outdoor pools, plus the potential expansion of their indoor aquatic offerings. This project was completed in 2022.

COMPLETED

2022

COMMUNITY CENTER FEASIBILITY STUDY

Milwaukee Recreation



OWNER

Andrew Rossa
Coordinator of Milwaukee Recreation
City of Milwaukee, WI
(414)475-8942
Dave.miletich@hillsboro-oregon.gov

B*K worked with Milwaukee Recreation to lead them through a feasibility study for a community center that would assist them with securing CAPRA certification. The feasibility study consisted of demographic analysis, identification of alternative provides, trends, public input, program recommendations, and operational analysis.

THE SALVATION ARMY WESTERN TERRITORY

Long Beach, CA



OWNER

Steve Bireley
Territory-Wide Kroc Center Coordinator
The Salvation Army Western Territory
(619)218-0780
steve.bireley@usw.salvationarmy.org

COMPLETED

2015

B*K worked with the Western Territory of The Salvation Army to assess all their guarded aquatic operations in the summer and fall of 2015. This assessment included a total of 20 facilities that included indoor and outdoor pools, lakes, and an ocean beach operation. Each facility received a copy of their assessment report, an assessment tool for future internal assessments, and standardized recommendations for the Territory. B*K performed a similar assessment for the Central Territory in 2017, focusing only on their Kroc Center locations.

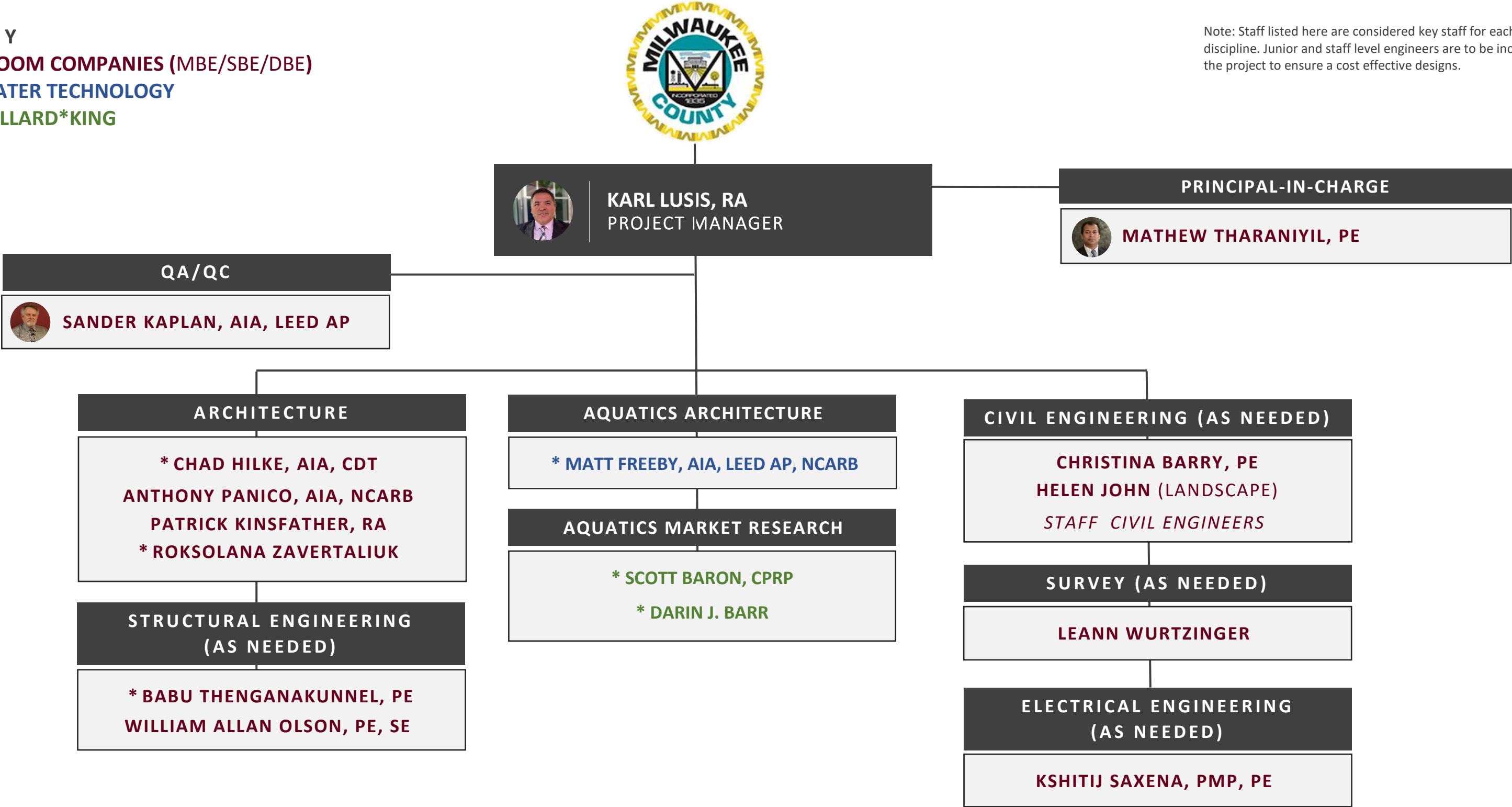
KEY

BLOOM COMPANIES (MBE/SBE/DBE)

WATER TECHNOLOGY

BALLARD*KING

Note: Staff listed here are considered key staff for each discipline. Junior and staff level engineers are to be included in the project to ensure a cost effective designs.



PROJECT APPROACH AND UNDERSTANDING

ELEMENTS OF SUCCESS



1. This section will include evaluation of the current aquatics state (pros/cons) and the preliminary vision (or visions) for the future that you are proposing. Provide a description of problems you anticipate in this project and how you propose to overcome them. Discuss how you plan to staff the study to efficiently complete the work effort. This section is not included to necessarily find the best proposed idea, but to evaluate your process in prioritizing the most significant issues and finding resolution in that future vision.

Response | We are confident we have put together the most comprehensive team to address all the facets the study looks to provide. We appreciate the confidence the county has in us to assist them in developing the most comprehensive information so that they can make the best-informed decisions for the Milwaukee community.

2. **QUESTION |** Provide a detailed description to the firm's approach to business planning and facilities planning as it pertains to aquatics facilities. Describe in detail how the firm will approach this particular project including items including but not limited to community engagement and information gathering, County staff and partner input, approaches to board and committee presentations and feedback, assessment and inventory of facilities, programs, services and events, and approach to developing a successful and sustainable business. Provide a list of tasks to be completed in the advancement of the Scope of Services. Include a timeline for completion and a plan regarding communications and approvals from Parks for each phase of the process. If the firm will use a subcontractor or subcontractors on this project, including a description of how the firm uses subcontractors, drawing from past experiences. In such a case, it would be helpful to describe the firm's relationship with the particular subcontractor(s) the firm proposes to use.

RESPONSE | A quick word about our team. Bloom Companies has been in business for over 23 years and has designed over 50+ projects for Milwaukee County. Our Project Manager, Karl Lusi, was born and raised in Milwaukee and was a frequent visitor to the Jackson, Kozy, Pulaski, and Wilson Park Pools. We had the opportunity to bring anyone to the table and we chose

Water Technology (WTI) as our Project Manager Karl had a previous relationship with them on corporate pursuits and knew they were the aquatic center experts. WTI does these types of projects every day and knew the best planning and studies came from Ballard King. Their combined expertise in aquatic facilities will ensure a thorough review of all the information and strong recommendations. With their many successful projects and history, they feel a 5-6 month timeframe will be sufficient to base our report on.

The design team would describe its approach to the development of business planning and facility planning for aquatics as holistic. The first step in this process is understanding how the client currently does business and understand what the long-term goals are for aquatics within the community. This helps the consulting team to develop a filter by which we pass information through, throughout the process. With this understanding and filter in place, we can move on to the second step which is data gathering. The data that we gather will include but not be limited to; demographic information, participation statistics, alternative providers, attendance figures, penetration rates, admission and rental rates, trends on a regional and national level, rates of compensation, and the associated physical facilities under consideration, etc. Our team's process seeks to take stock of the current environment, evaluate the present, and identify the priorities while planning and dreaming for the future. As planners and designers, we're prepared to help create a pathway towards understanding the volatile and ever-changing construction market that we're in while balancing feedback from Milwaukee about the vision and goals for county-wide aquatic recreation. During the Analysis Phase, WTI and Bloom will seek to review all the aquatic assets (including pools, spray parks, splash pads, wading pools, etc.) as identified in the RFP. In doing some initial research online, we found that many of these facilities are not open to the public currently, and some of the facilities online don't align with what we found in the RFP in its entirety. As we get started, we'll confirm all the necessary locations for review, and we'll create a staffing plan to ensure that we're visiting all the facilities in an efficient and timeline manner. WTI will utilize an application to aid in data collection while on-site at the various facilities.



This app will create efficiencies for our staff to review each location quickly and thoroughly, while documenting current conditions. Our initial focus will be to create baseline understandings of each facility type and create a benchmarking review process so that we can analyze how all the Milwaukee County facilities align against that. Evaluating and analyzing things like attendance, staffing, comparable municipal facilities, maintenance costs, equity, rents, climate change, facility counts, fees, funding, budgetary implications, service radii, and more can be completed once our initial inventory has taken place. Concurrently, with the second step of data gathering, is the third step, public input. While we are gathering data we will develop with you a comprehensive public input process that will seek to gather information from users and non-users of aquatic facilities throughout the service area. Using all of the information gathered, the team can then begin to make recommendations about the future of aquatic, using the understanding and goals that were established early in the process. We believe there are a few key strengths that we offer to Milwaukee County for a project like this specifically – WTI has an office in the area coupled with a history of working with Milwaukee County, like Bloom, to provide aquatic design and consulting services. We have an intimate level of experience locally that will help our team to be efficient in our review of the various County facilities. WTI also has a broad reach of national aquatic experience across venues of all shapes and sizes and will use that to your advantage. We're uniquely qualified to present the current and projected aquatic trends because of our vast experience in commercial entertainment waterparks. We understand and are prepared to balance the local climate and needs in Milwaukee County against the ever-changing and innovative commercial waterpark environments. This unique experience will be key in our involvement at the Recommendations Phase of the project. The recommendations will come in the way those related to facilities, and operational considerations. It is at this point that WTI and Bloom Companies can begin working on facilities and components, and B*K can begin developing an operational plan. The operational plan that B*K will develop will be for the entire aquatic division and reflect recommended changes and adjustments to facilities and operational process. As B*K develops the operational plan they take a conservative, third-party, independent analysis

approach. The team finds this important as it gives more integrity to the end product. The operational plan will focus on expenses which will include; staffing, commodities, and contractual obligations. Also, within expenses, B*K will work with WTI and provide a recommended annual allocation to capital improvement for aquatic facilities. On the revenue side of the operational plan the focus will be on admissions, programming (current and new), rentals, birthday parties, and other potential new sources of revenue. Shortly thereafter, WTI will support the design team in creating a thoughtful and thorough final report and presentation for the County to review. We find that these compiled documents are best when they have various review phases where key stakeholders and County representatives can weigh in as we develop the full and final report. Once all feedback has been obtained, we'll provide support in providing aquatic recommendations on solutions for the future of aquatic recreation in Milwaukee County. Our team is looking forward to understanding the present, while working with you to plan and dream for the future.

3. QUESTION | Describe what elements of success the firm might establish for each phase of the project.

RESPONSE | Typically these elements of success are developed in conjunction with the client early on in the project at the kick-off meeting. It is important that the client has a voice in the elements of success, for when the project is completed it will be the client that will need to implement the findings of the study. Through trends presentations and educational sessions, WTI will provide feedback and insight into the future of aquatic recreation. Together, we'll work with the county to align these trends against the public perceptions of need, the anticipated future population trends, and the remaining useful life in the existing aquatic facilities. Elements of defined goals, expected outcomes and a clear path to achieve those outcomes will be a few take aways we will achieve at each phase. Our team has a proven history of acting as a resource, while advocating for the voice of our client. As consultants, we each bring independent areas of expertise that will be necessary for a project of this size and scope, but when distilled to its simplest form, our team's goal is to be a partner for the County as we embark upon this journey, where we take stock of priorities and plan for the future.



4. QUESTION | Address how the firm meets deadlines while delivering a quality product.

Response | The best recipe for success with just about any project is a realistic schedule that all have “buy-in” to. At the kickoff meeting, we would look to identify all of those events that affect the schedule, positive and negative. There will be certain benchmarks that need to occur and when all parties are aware of them, it helps drive the success of the project. Our team brings their years of experience in this specific type of study and feels this is a 5-6 month timeframe to work with. Having open discussions about these types of information leads us to a schedule where we then identify the deliverables expected at each benchmark. When all parties are involved with setting expectations, it is a lot easier to meet the deadlines they helped set. Having a good Project Manager highlighting the next deadline and deliverables in the Progress Meetings doesn’t hurt either.

5. QUESTION | Describe the firm’s approach to maintaining responsive communication with its clients and keeping the client informed of problems and work progress.

RESPONSE | The team will build in feedback loops throughout the process such as a running Issues Log list that the PM will maintain. It records the issue, who is asking, and who should be the responsible party. At every meeting, we will address the Issues Log and will check the status of anything on that list. This creates touch points of communication where processes and challenges can be shared. Thorough meeting minutes and any information homework assignments needed from the Owner are shared so that productive meetings happen with people bringing answers to the meetings, not learning about them AT the meeting.



Project Manager, Karl Lusis presenting to a committee meetings and elected board of officials.

6. QUESTION | Describe the firm’s experience and approach to presenting at committee meetings before groups of elected officials.

RESPONSE | The partners of the Bloom Team have all had experience in speaking to a diverse group of people. These include public addresses, committee meetings, and other elected officials. To name a few examples, the nature of Ballard*King’s work is to provide many municipalities with the research and presentation of information to show the public why it does or doesn’t, make sense for proposed projects. An example of Bloom, we are heavily involved with the Department of Transportation Work and have been brought in to justify design, costs, or facilitate public outreach in regards to project exposure or design options. Coordination with the municipality is crucial though before engaging in these presentations so there are no surprises in the public forum. Knowing who is the point and who can speak to certain talking points make for a successful presentation.

7. QUESTION | Describe the firm’s experience and approach to conducting or presenting at community meetings before the public.

RESPONSE | As mentioned, our team has a wealth of experience doing these types of presentations. Our audiences have been the full gamut of people, both public and private. As part of our process, we will give an idea of the approach we utilize for a potential meeting.

- A clearly defined idea of the nature of the presentation to occur.
- Defined roles of who will be presenting what information.
- A meeting with the design team and decision-makers on the talking points and a review of possible negative comments that could occur and how to address them.
- Good control of the meeting and ensuring it does not go off-topic or get distracted by a potentially negative perception. Knowing the temperature of the room can be a useful tool to guide the meeting.
- A strong set of visual aids as most individuals will not understand verbiage but clearly understand charts and graphs of information better. The better people understand, the better they will feel comfortable about making their decisions or opinions.

- f. If the presentation is more “workshop” oriented, having flip chart writing pads help show we are engaging and that their opinions are being documented. Following up with the collection of those comments shows you are listening to the concerns of the public and that they truly had a voice in the direction of the project.
- g. To finish, having a good moderator to cover items such as the agenda for the meeting, protocol, the nature of what we are trying to achieve, and how this information we receive will be used is paramount.



Bloom's efforts in leading a 250+ participate public involvement meeting with exhibits for the New Waukesha West Bypass.

8. **QUESTION |** Describe the firm's procedure for providing continued uninterrupted service if staffing changes occur including but not limited to the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Also, state their past experience in the field. Provide resumes as needed.

RESPONSE | We have provided the resumes of the key individuals we see as performing on this project. Given the size of all of our teammates, there will be multiple personnel on the project who will be knowledgeable about the project throughout its duration, regardless of any unforeseen circumstances. There is not a single, sole practitioner company that would bring the project to a halt. As we looked at the Level of Effort, it appears we each would all be offering about 30-35% of the effort. Being that WTI and Bloom physically analyze each facility in the report, we may spend slightly more time than B*K, but not by much. I did mention the specialties of the firms previously, but you can be assured the right people are working in the right places and bringing you a national level of experience.

9. **QUESTION |** Describe the firm's capability to accomplish other current projects and this project with its current workforce and workload.

RESPONSE | The Bloom Team is comprised of good-sized firms that have the ability to ebb and flow with workloads. The nature of our businesses is nothing we can ever absolutely predict as we may have 7 proposals out there and get 1 or we may get 6 of them. With good planning on our end, we establish a schedule with you for your project so we all can collaborate and identify the benchmarks that may dictate certain parts of the schedule. Our first blush is a 5-6 month timeframe from our experience, but we have not had any discussions with you as to what is important to you. Our firms have the capacity to plan for parts of the study that may require more manpower at different intervals. As of this writing, we all have comfortable workloads which hopefully speaks to the quality of our firms. WTI and Ballard*King are both experienced sub-consultants and have the ability to balance our workload and projected projects with our team. WTI's staff of more than 60 aquatic professionals allows us the freedom to move our team assignments as needed to accommodate projects with a significant scope like this one.

10. **QUESTION |** Describe the firm's resolution process to any disputes arising between the firm and a client pertaining to the services.

RESPONSE | Obviously, not getting to a point where disputes happen is the key idea. The proper path for achieving that is this :

- A. Clear understanding of the problem looking to be addressed by all parties.
- B. Understanding each person's role in the project and the deliverables expected at each benchmark.
- C. A buy-in to all components with the group over project understanding, project objectives, deliverables, and schedule.
- D. Asking the question, “How are we doing?” at progress meetings gives all the opportunity to step back and see if we are tracking on the right path.

It is hoped if there are things that are going awry, they would be addressed in progress meetings before blossoming into bigger issues.

11. **QUESTION** | Describe the information technology capabilities of the firm, including electronic resources and innovations applicable to these services.

RESPONSE | Our team members utilize the latest in technology in regard to design and construction. The majority of municipal clients still utilize AutoCad and have not made the investment to REVIT nor do their personnel have the required skillset. On our end, REVIT allows us to work in a “real-time” environment with all participants modifying the same model and a Viewer allows the unlicensed client to view progress in real-time. We all have the Zoom and Teams capabilities by now so that is a given. But we have a tool called BlueBeam Revu that allows the design team to create commentary and useful design direction all in one, live dynamic file. This file identifies the person and firm who are creating the commentary and creates a running list of topics that are either, open, closed, or need to be addressed. Once again, a non-licensed client would have the ability to join the meeting and see the current status of the information. We will have the ability to include you in all meetings, virtually or not, and to provide you most up-to-date technology for a successful project.

IN CLOSING, WE EMBRACE THE OPPORTUNITY TO BE THAT TRUSTED PARTNER WITH YOU TO HELP CONDUCT THIS STUDY TO PLAN FOR AQUATIC INVESTMENTS IN THE FUTURE.

IT IS OUR COMMITMENT TO YOU THAT WE WILL PROVIDE SOLUTIONS FOR SELF-SUSTAINING RECREATION AREAS THAT THE COMMUNITY CAN BE PROUD OF! IN DOING SO, OUR TEAM WILL INCORPORATE THE COUNTY PARKS MISSION, VISION, AND VALUES INTO ALL SERVICES WE PROVIDE.

WE ARE YOUR LOCAL FIRM WITH COUNTY EXPERIENCE BRINGING YOU NATIONAL AQUATIC EXPERTS!

MISSION, VISION, AND VALUES

Milwaukee County Parks has established a mission that to steward a thriving park system impacts every Milwaukee County Park visitor. Its vision is to foster dynamic connections through our land and community, heighten the quality of life in the County, and lead as a model parks system. Milwaukee County Parks has the following values:

- **Fun** – We provide unique spaces for people of all abilities to play and enjoy life.
- **Inclusive** – We strive toward racial equity, supporting all abilities, and reflect the people we serve.
- **Green** – We care about the world around us and our impact on it.
- **Resourceful** – We cultivate creative partnerships & stewardship opportunities.
- **Your Backyard** – We provide parks for all.

Milwaukee County Parks’ ten-year targets are as follows:

- **To equitably balance the parks system** to be sustainable (services, facilities, staffing, funding);
- **To advance racial equity** to support Milwaukee County as the healthiest county in Wisconsin;
- **To grow a diverse workforce** that reflects the diversity of Milwaukee County residents; and
- **To invigorate community health & wellness** through recreation experiences.



BLOOM/WTI/BALLARD*KING RESPONSE

Date: August 29, 2022

Per the scope outlined below listed in your initial rfp, we have assembled the best team to satisfy all the requirements and assistance that you seek. With our various benefits and expertise, our team brings the local knowledge, trusted Milwaukee County relationship, the nationwide analytical experience of aquatic facilities of all types, and one of the most trusted names in aquatic facility construction in the country to your project. We are providing the full scope of services needed for a thorough report with the efficiency of local and nationwide experiences and forward-looking trends. You can be assured there is no overlap of service and that all specialty work is handled by those firms that do these tasks, day in and day out. You will notice sometimes it takes a team effort with someone leading the charge or sometimes just one firm experience is needed to handle the task. Please see how the Bloom Team below provides the best of both worlds in cost efficiency and nationwide experience.

BLOOM STAFF

KARL LUSIS, REGISTERED ARCHITECT | Karl will be the overall project manager and utilize his extensive experience in project management, design, code compliance and local knowledge to provide the road map for the project and ensure the most efficient methods are used to achieve all of the tasks listed. Community engagement is not only something Karl will perform, but enjoys having been born and raised on Milwaukee's south side.

BABU THENGANAKUNNEL, PROFESSIONAL ENGINEER | Babu is a licensed, structural engineer who has performed a significant amount of projects with Milwaukee County. He will provide any structural analysis needed by any indoor or outdoor structures as part of our report.

ASHTON HOXWORTH, MASTERS OF BUSINESS ADMINISTRATION | Ashton's extensive relationship with Milwaukee County and her attention to detail make her the perfect candidate to facilitate some of the tasks requested. Her experience in setting up various community engagements and reports makes her a valuable tool as we prepare and collect information to be analyzed and presented in an understandable fashion. Ashton has masters in Marketing and her bachelor's included a graphic design minor making her an ideal candidate to assist with public engagement graphics.

BALLARD*KING STAFF

DARIN BARR | Darin is a Principal with Ballard*King & Associates. He joined B*K in 2007 and has been involved with many of their aquatic master planning efforts. He will lead the project with Milwaukee County for B*K.

SCOTT CARON | Scott is an Associate with Ballard*King & Associates. In addition to working as an Associate with B*K, Scott is also the Parks & Recreation Director in Longview, TX. Scott will be heavily involved with the data analysis and report development associated with B*K's scope of services.

WTI STAFF

MATT FREEBY, AIA, LEED AP, NCARB | Matt is an architect and project director for WTI. He will lead the entirety of the project (in conjunction with Bill Weaver) and is focused on the technical understanding of each aquatic facility, along with forecasting the trends for the next 20 years of aquatics and ensuring a balance of those for Milwaukee County.

BILL WEAVER, PROFESSIONAL ENGINEER | Bill is a project director and will work closely with Matt in defining the project goals and parameters and will assist in the analysis phase specifically.

CODY BUTCHER | Cody is a Waterpark Operations Specialist for WTI and he will be available to assist in the analysis phase of the aquatic facilities for Milwaukee County. Cody will focus on the technical info-gathering work required to create a detailed analysis of systems.

BILL BORNICK | Bill is a project manager for WTI and he will be working with the rest of our team to create an efficient process for gathering and collating all aquatic conditions. Matt, Bill, Cody & Bill Bornick will work together to divide and conquer the types of aquatic facilities to produce detailed reports in a timely manner.

ADAM PFISTER | Adam is a landscape architect and a project designer for WTI. Adam will specifically be engaging in public outreach and providing a 20-year plan for the aquatic systems in Milwaukee County. As a designer, Adam is involved in all projects that leave WTI's creative department and he can assist in the nationwide aquatic trends and the functionality of our recommendations.

SCOPE OF SERVICES REQUESTED

Milwaukee County Parks currently owns and operates two (2) indoor deep-well pools, three (3) outdoor aquatic parks, eight (8) outdoor pools, one (1) privately operated outdoor pool, seven (7) splashpads, twenty-five (25) wading pools, and several beaches that have been historically used for swimming. The last Aquatic Facilities Study was adopted in 2002 and was intended to be a guide for Park's aquatics facilities to become operationally self-sustaining, and to progressively reduce the reliance on the tax levy by containing costs and increasing usage. Twenty years have passed since the last in-depth study and Parks has experienced a steady decline in funding and staffing, and an updated inventory and study is necessary for the department to plan for aquatic investments in the future. There have been advancements in recreational trends that need to be examined, and the County's continually reduced financial capacity, poses hard choices for Parks to consider. Such a study should minimally include:



ANALYSIS PHASE

1. DEFINITION OF MILWAUKEE COUNTY'S ROLE AS AN AQUATICS PROVIDER – RECREATION, SWIM LESSONS, EMPLOYER, ETC.

LEAD

Ballard*King | Darin Barr, Scott Caron

SUPPORT

WTI | Matt Freeby & Bill Weaver

2. EVALUATION OF ATTENDANCE TRENDS OVER THE PAST 10+ YEARS.

Ballard*King | Darin Barr, Scott Caron

3. EVALUATION OF STAFFING AND ASSIGNED DUTIES.

Ballard*King | Darin Barr, Scott Caron

4. CONSIDERATION OF COMPARABLE MUNICIPAL AQUATIC SYSTEMS –

WTI | Matt Freeby & Bill Weaver

5. INVENTORY OF EXISTING AQUATIC FACILITY CONDITIONS, INCLUDING BUT NOT LIMITED TO:

A. STRUCTURAL SHELL CONDITIONS

Bloom | Babu Thenganakunnel

B. SURFACE AND FINISH CONDITIONS

Bloom | Karl Lusic

C. FILTRATION, MECHANICAL AND PLUMBING SYSTEMS

WTI | Matt Freeby

D. CHEMICAL SYSTEMS

WTI | Matt Freeby

E. SITE AMENITIES

Bloom | Karl Lusic

F. BATHHOUSE AND SUPPORT STRUCTURES

Bloom | Karl Lusic

Bloom | Babu Thenganakunnel (structural)

G. CODE COMPLIANCE

Bloom | Karl Lusic – Overall Facilities

WTI | Matt Freeby – Pool specific

H. GENERAL ADA COMPLIANCE

Bloom | Karl Lusic, Senior Architect

I. VIRGINIA GRAEME BAKER POOL AND SPA SAFETY ACT (VGB) COMPLIANCE

WTI | Matt Freeby

6. MAINTENANCE COSTS – SHORT- AND LONG-TERM

WTI | Matt Freeby & Cody Butcher

7. EQUITY DISPARITIES, BOTH NEIGHBORHOOD AND REGIONAL

Ballard*King | Darin Barr, Scott Caron

8. TRENDS IN AQUATIC RECREATION PROJECTED OUT 20 YEARS

LEAD

WTI | Matt Freeby & Bill Weaver

SUPPORT

Ballard*King | Darin Barr, Scott Caron

9. CURRENT AND FUTURE IMPACTS OF CLIMATE CHANGE RELATED TO DEMAND FOR AQUATIC OFFERINGS.

LEAD

WTI | Matt Freeby & Bill Weaver

SUPPORT

Ballard*King | Darin Barr, Scott Caron

10. FACILITY COUNTS, TYPE OF SERVICE, AVAILABILITY ANALYSIS, AND SERVICE AREAS FOR AQUATIC FACILITIES IN MILWAUKEE COUNTY IDENTIFIED WITH OWNERSHIP. INFORMATION SHALL BE SHOWN IN BOTH TABULAR AND MAPPING FORMAT

LEAD

Ballard*King | Darin Barr, Scott Caron

SUPPORT

Bloom | Karl Lusic

11. FEES – RESIDENT AND NON-RESIDENT

Ballard*King | Darin Barr, Scott Caron

12. HISTORIC GRANT FUNDING IMPACTS

Ballard*King | Darin Barr, Scott Caron

13. BUDGETARY IMPACTS ON OPENING AND OPERATING AQUATIC FACILITIES

LEAD

Ballard*King | Darin Barr, Scott Caron

SUPPORT

WTI | Matt Freeby

14. A PUBLIC OUTREACH COMPONENT TO EVALUATE COMMUNITY OPINION ON AQUATIC FACILITIES AND SERVICES AS WELL AS NECESSARY TAX LEVY SUPPORT

LEAD

Bloom | Karl Lusic, Senior Architect, Ashton Hoxworth

SUPPORT

WTI | Matt Freeby, Adam Pfister & Bill Weaver

Ballard*King | Darin Barr

15. ANALYSIS OF SERVICE RADII OF EACH AMENITY; FOR EXAMPLE – HOW FAR WILL USERS TRAVEL TO VARIOUS AQUATIC FACILITIES?

LEAD

Ballard*King | Darin Barr, Scott Caron

SUPPORT

Bloom | Karl Lusic

1. ASSESSMENT AND RECOMMENDATIONS FOR A LONG-TERM (20-YEAR) AQUATIC PLAN FOR SYSTEM AS A WHOLE AND EACH EXISTING FACILITY NEED BASED UPON:

A. PRESENT AQUATICS DEMAND

Ballard*King

WTI | Matt Freeby & Adam Pfister

B. ANTICIPATED FUTURE POPULATION TRENDS

Ballard*King | Darin Barr, Scott Caron

C. NATIONAL TRENDS IN AQUATIC PLANNING

Ballard*King

WTI | Matt Freeby & Adam Pfister

D. PUBLIC PERCEPTIONS OF NEED

Ballard*King | Darin Barr, Scott Caron

E. REMAINING USEFUL LIFE OF EXISTING AQUATIC FACILITIES

WTI | Matt Freeby & Adam Pfister

2. FINANCIAL IMPACT ANALYSIS

A. FACILITY MANAGEMENT OUTLINE

I. FACILITY OPERATING SCHEDULE

Ballard*King | Darin Barr, Scott Caron

II. FACILITY CAPACITY LIMITS

Ballard*King | Darin Barr, Scott Caron

B. OPINION OF PROBABLE REVENUE

I. MARKET PENETRATION

Ballard*King | Darin Barr, Scott Caron

II. SEASONAL USAGE

Ballard*King | Darin Barr, Scott Caron

III. DEVELOP FEE STRUCTURE OPTIONS (LOW, MEDIUM, HIGH)

Ballard*King | Darin Barr, Scott Caron

IV. OPINION OF ATTENDANCE BY USER GROUP OPINION OF REVENUE

Ballard*King | Darin Barr, Scott Caron

C. OPINION OF PROBABLE EXPENSES

I. LABOR DEMAND

Ballard*King | Darin Barr, Scott Caron

II. CHEMICAL DEMAND

WTI – Matt Freeby

III. SUPPLY DEMAND

Ballard*King

WTI – Matt Freeby

D. MAINTENANCE AND REPAIR DEMAND

I. UTILITY DEMAND

WTI | Matt Freeby & Cody Butcher

E. OPINION OF FINANCIAL IMPACT

Ballard*King | Darin Barr, Scott Caron

2. FACILITATE PUBLIC MEETINGS AND ENGAGEMENT IN A MANNER THAT IS REPRESENTATIVE OF COUNTYWIDE INPUT MULTIPLE OR SEQUENTIAL MEETINGS WILL LIKELY BE NECESSARY.

LEAD

Bloom | Karl Lusic, Ashton Hoxworth

SUPPORT

Ballard*King | Darin Barr

WTI | Matt Freeby, Adam Pfister & Bill Weaver

FINAL REPORT AND PRESENTATION USING THE INFORMATION GATHERED FROM THE PROCESS ABOVE, PREPARE AND PRESENT A FINAL AQUATIC FACILITIES STUDY TO DOCUMENT THE ANALYSIS AND RECOMMENDATIONS. THIS REPORT SHOULD BE CRAFTED TO ASSIST WITH PLANNING DECISIONS FOR EXISTING AND POTENTIAL FUTURE AQUATIC FACILITIES.

LEAD

Ballard* King | Darin Barr

SUPPORT

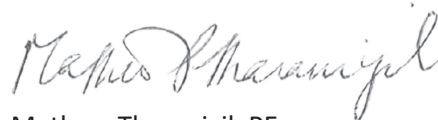
Bloom | Karl Lusic

WTI | Matt Freeby & Adam Pfister

CLOSING REMARK

We thank you for the opportunity to reinforce the qualifications of our team and how we have placed the right people on the right tasks for a complete and thorough report.

Sincerely,
Bloom Companies, LLC



Mathew Tharaniyil, PE
President

PROJECT COMMUNICATION EXPECTATIONS

1. CONDUCT ONE INITIAL MEETING TO CONFIRM PROJECT GOALS, OBJECTIVES, SCOPE, SCHEDULE, AND EXPECTATIONS

LEAD

Bloom | Karl Lusic

SUPPORT

WTI | Matt Freeby & Bill Weaver

2. HOLD PROGRESS MEETINGS/CONFERENCE CALLS AS OFTEN AS NECESSARY BUT NO LESS THAN ONCE PER MONTH UNTIL THE FINAL PLAN IS APPROVED BY PARKS

LEAD

Bloom | Karl Lusic

SUPPORT

WTI | Matt Freeby & Bill Weaver

PUBLIC COMMUNICATION EXPECTATIONS

1. PREPARATION OF AN ENGAGEMENT PLAN AND STRATEGY TO BE APPROVED DURING PROJECT INITIATION (RELATED TO ANALYSIS PHASE ITEM 13 ABOVE).

LEAD

Ballard*King | Darin Barr

VENDOR INFORMATION SHEET

This form must be completed and submitted with the proposal. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.


Vendor Name: Bloom Companies, LLC

Vendor Address: 10501 W. Research Drive, Suite 100

Phone Number: 414-771-3390 FAX: 414-771-4490

E-mail: mtharaniyil@bloomocos.com

Vendor Response Prepared By: Mathew P. Tharaniyil

Signature: 

Insurance and Indemnity Form

General Indemnity:

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any act or omission of Contractor, or its agents or guests, which may arise out of or are connected with the activities covered by the agreement.

Insurance:

Contractor shall, at its sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- B. Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- C. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

- D. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.

- E. Professional Liability/Errors and Omissions:¹

This insurance shall insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$1,000,000 per occurrence.

¹ Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.

Additional Requirements:

- F. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- G. If any of the coverage noted above is provided on a claims made and reported period, coverage shall be maintained for not less than 2 years (24 months) after the end of the Contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.
- H. The insurance specified in (A.), (B.), and (D.), above shall: (a) name Milwaukee County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- I. Milwaukee County should also be granted a waiver of subrogation in its favor on the insurance specified under the insurance policy terms of in (A.), (B.), (C.) and (D.) above.
- J. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance.
- K. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- L. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with a current A. M. Best rating of A X or better.

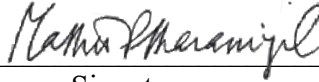
The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this Proposal document in order to evaluate and compare the response to the RFP.

Mathew P. Tharaniyil

Contractor's Name

President

Title



Signature

06/21/2022

Date

PROPRIETARY INFORMATION DISCLOSURE FORM

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

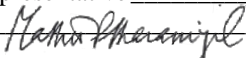
Section	Page #	Topic
N/A		

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name Bloom Companies, LLC

Authorized Representative Mathew P. Tharaniyil

Signature 

Authorized Representative Mathew P. Tharaniyil

Type or Print Date 06/21/2022

EEOC COMPLIANCE

2021 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

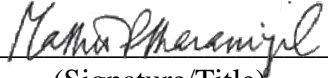
CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: 32. CONTRACTOR certifies that

it has the following total number of employees in its workforce:
61

Executed this 21st day of June, 2021

Firm Name: Bloom Companies, LLC

Address: 10501 W. Research Drive, Suite 100

Representative: 
(Signature/Title)

CONFLICT OF INTEREST STIPULATION

For purposes of determining a possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member of any Milwaukee County employee, agent or representative is also an owner, officer, employee, agent or representative of the business submitting the proposal.

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is also an owner, officer, employee, agent or representative of your business:

YES _____
NO _____ X _____

If the answer to the question above is YES, then identify the name of the individual, the individual's position with Milwaukee County, and the individual's relationship to your business:


Name _____

County Position _____

Business Relationship _____

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below:

Printed Name _____ Mathew P. Tharaniyil _____

Authorized Signature _____  _____

Title _____ President _____

Date _____ 06/21/2022 _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: Mathew P. Tharaniyil Date: 06/21/2022

Printed Name: Mathew P. Tharaniyil Title: President

Company: Bloom Companies, LLC

SWORN STATEMENT OF PROPOSER

I, being first duly sworn at _____, Milwaukee, Wisconsin,
 _____, City, State
 On oath, depose and say I am the _____, President
 _____, Official Title
 Of the Proposer, _____, Bloom Companies, LLC,
 _____, Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through Milwaukee County, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP.
- I certify that all statements within this proposal are made on behalf of the Proposer identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

10501 W. Research Drive, Suite 100, Milwaukee, WI 53226

Legal Address

Subscribed and sworn to before me

This _____ **day of** _____, _____

Notary Public, _____ **County**

State of _____

My commission expires _____.

EXCEPTIONS


If the Proposer takes exception or requires clarification on any points of the RFP before signing an agreement with the County, please list the items on a blank page attached to this Attachment; provided, however, if the items pertain to Attachment A, please list the items on page 2 of this Attachment. All exceptions are subject to the discretion and approval of the County. Should the Proposer and the County be unable to resolve any exceptions to the mutual satisfaction of both parties, the County reserves the right to reject the Proposer's proposal from further consideration.

If no exceptions are listed, the undersigned agrees to all terms and conditions contained in the RFP, including all appendices. If exceptions are listed, the undersigned agrees to all terms and conditions contained in the RFP, with these noted exceptions.

Exceptions attached? ☐ Yes

☒ No

Company Name: Bloom Companies, LLC

Signature: 

Print Name: Mathew P. Tharaniyil Date: 06/21/2022

Contract Terms & Conditions Compliance Checklist

#	Title	Comply	Exception	Not Comply
1.	Order of Precedence	X		
2.	Scope of Services	X		
3.	Staffing	X		
4.	Term and Termination	X		
5.	Compensation	X		
6.	Ownership of Data	X		
7.	County Rights of Access and Audit	X		
8.	Affirmative Action	X		
9.	Targeted Business Enterprise Goals	X		
10.	Non-Discrimination, Equal Opportunity	X		
11.	Indemnity	X		
12.	Insurance	X		
13.	Confidentiality	X		
14.	Prohibited Practices	X		
15.	Notices	X		
16.	Public Records	X		
17.	Independent Contractor	X		
18.	Electronic Documents Considered Writing	X		
19.	Compliance with Laws	X		
20.	Choice of Law	X		
21.	Assignment Limitation; Subcontracts	X		
22.	Severability	X		
23.	Modification and Waiver	X		
24.	Entire Agreement	X		
25.	Pandemic Preparedness	X		
Exhibit A	Insurance Requirements	X		
Exhibit 1	COVID-19 Response Preparedness Checklist	X		

For all items marked as “Exception” in the Contract Terms and Conditions Compliance Checklist, a proposer must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	Title	Explanation of Exception



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. 2022-007 PROJECT TITLE Aquatics Facilities Study

TOTAL CONTRACT AMOUNT (less allowances) \$ 226,150 TBE Goal: 8%

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract
Bloom Companies, LLC 10501 W. Research Drive, Suite 100 Milwaukee, WI 53226	Project Management, Architecture, Engineering	\$71,000	31%

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

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

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.

Prime Contractor/Consultant Bloom Companies, LLC Phone 414-771-3390, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Mathew P. Tharaniyil Mathew P. Tharaniyil, President 06/27/2022
Signature of Authorized Representative Name & Title of Authorized Representative Date

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that our company is certified as (check all certifications that apply)
 - ☒ DBE by the Wisconsin Unified Certification Program certifying partners
 - ☒ MBE by State of Wisconsin DOA
 - ☐ WBE by State of Wisconsin DOA
 - ☒ SBE by SBA Federal Size Standards, NAICS and registered in SAM
 - ☒ SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces. I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project. I affirm that our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

Mathew P. Tharaniyil Mathew P. Tharaniyil, President 414-771-3390 06/27/2022
Signature of Authorized TBE Representative Name & Title of Authorized TBE Representative Phone Number Date

FOR CBDP USE ONLY

Commitment number ____ of ____ Participation: ____ Project Total: ____

Authorized Signature

Date 47 of 88

COST PROPOSAL RESPONSE

Please note that the total cost of each proposal submitted pursuant to this RFP must be less than or equal to Two Hundred Fifty Thousand Dollars (\$250,000). If you propose a cost that exceeds Two Hundred Fifty Thousand Dollars (\$250,000), your proposal will be disqualified from consideration.

1. The not-to-exceed fee for these services will be \$ **230,150**
2. Include a spreadsheet/matrix listing the names, classifications, hourly rates and hours to be spent by each required task to complete the project as described in this RFP.

COST PROPOSAL RESPONSE

Please note that the total cost of each proposal submitted pursuant to this RFP must be less than or equal to Two Hundred Fifty Thousand Dollars (\$250,000). If you propose a cost that exceeds Two Hundred Fifty Thousand Dollars (\$250,000), your proposal will be disqualified from consideration.

1. The not-to-exceed fee for these services will be \$ **230,150**
2. Include a spreadsheet/matrix listing the names, classifications, hourly rates and hours to be spent by each required task to complete the project as described in this RFP.

NOT TO EXCEED FEE

The Bloom Team is pleased to present our “Not-To-Exceed Fee” of **\$230,150. (Two Hundred Thirty Thousand, One Hundred Fifty Dollars)**. This number is all inclusive and reflects our projected reimbursables for the project duration. It is also based off of 4 Public Engagement meetings, 3 in-person, 1 virtual with a Final Presentation to the County Parks, Energy and Environment Committee.

HOURS

	PM	DESIGNER	
FIRM	\$160	\$90	
Bloom Companies	284	190	
	PRINCIPAL	ASSOCIATE	
FIRM	\$200/Hr.	\$150/Hr.	
Ballard King	247	113	
	DIRECTOR	PM	TECHNICIAN
FIRM	\$125/Hr.	\$110/Hr.	\$110/Hr.
Water Technologies	126	502	98

TOTAL HOURS 1,560



Tasks	Project Manager		Designer			
	Hours	Rate	Hours	Rate	TOTAL HOURS	TOTAL COST
ANALYSIS PHASE		\$160.00		\$90.00		
Project Management	165	\$26,400	0	\$0	165	\$26,400
Milw Cty role as aquatics provider	0	\$0	0	\$0	0	\$0
Attendance trend evaluation	0	\$0	0	\$0	0	\$0
Evaluation of staffing and duties	0	\$0	0	\$0	0	\$0
Comparing other municipal aquatic systems	5	\$800	5	\$450	10	\$1,250
Inventory of existing facility conditions	30	\$4,800	60	\$5,400	90	\$10,200
Maintenance costs - short and long term	10	\$1,600	30	\$2,700	40	\$4,300
Equity disparities - Neighborhood and regional	5	\$800	5	\$450	10	\$1,250
20 year aquatic trends in recreation	0	\$0	0	\$0	0	\$0
Climate change and it's effect on aquatic offerings	0	\$0	0	\$0	0	\$0
Aquatic facility analysis, counts, availability, service	0	\$0	0	\$0	0	\$0
Fees - Resident and non.	0	\$0	0	\$0	0	\$0
Historic grant funding impacts.	3	\$480	0	\$0	3	\$480
Budgetary impacts on opening and operating facilities	0	\$0	0	\$0	0	\$0
Public Outreach - Tax levy, community opinion	20	\$3,200	40	\$3,600	60	\$6,800
Service radii of each amenity	4	\$640	8	\$720	12	\$1,360
Prepare Engagement Plan	4	\$640	8	\$720	12	\$1,360
Kickoff meeting	7	\$1,120	0	\$0	7	\$1,120
4 Public Engagement Meetings	20	\$3,200	10	\$900	30	\$4,100
RECOMMENDATION PHASE						
Final Report	5	\$800	18	\$1,620	23	\$4,000
Present Final Report to Milwaukee County	6	\$960	6	\$540	12	\$5,760
TOTALS	284	\$45,440	190	\$17,100	474	\$68,380

Ballard King Work Plan

	Principal \$200	Associate \$150		
Role As Aquatics Provider	10	\$2,000	5	\$750
Attendance Trend Evaluation	10	\$2,000	5	\$750
Evaluation of Staffing & Duties	20	\$4,000	5	\$750
Comparing Other Municipal Aquatic Systems	10	\$2,000	30	\$4,500
Equity Disparities - Neighborhood & Regional	15	\$3,000	5	\$750
20 Year Aquatic Trends in Rec.	15	\$3,000	5	\$750
Climate Change	15	\$3,000	5	\$750
Aquatic Facility Analysis, Counts, Availability, Service	24	\$4,800	8	\$1,200
Fees - Resident & Non	10	\$2,000	5	\$750
Historic Grant Funding Impact	10	\$2,000	5	\$750
Budgetary Impacts on Opening & Operating	30	\$6,000	10	\$1,500
Service Radii of Amenities	10	\$2,000	20	\$3,000
Prepare Engagement Plan	10	\$2,000	0	\$0
Kitckoff Meeting	8	\$1,600	0	\$0
Online Progress Meetings	10	\$2,000	0	\$0
Public Meetings (5, 1/2-day events)	20	\$4,000	0	\$0
Final Report	20	\$4,000	5	\$750
	247		113	
		\$49,400		\$16,950
Public Outreach (ETC Survey)		\$20,000		
				\$66,350 B*K Personnel Fee
				\$6,000 B*K Reimbursable Expenses (3 trips)
				\$72,350 B*K Fee Not to Exceed

Water Technologies Work Plan

	Project Director \$125	Project Manager \$110	Technical / Admin \$110	Task Totals
1. Pre-assessment				
Meetings & Conf calls	14	8	0	
Document Collection & Filing	14	14	5	
Code Review	6	4	5	
Totals (Hours)	34	26	10	70
Totals (Cost)	\$4,250	\$2,860	\$1,100	\$8,210
Phase 1 Pools - Inventory				
Travel Time	8	38.5	0	
Documentation review	6	38	4	
Staff Interviews	0	14	0	
Facility assessments	0	133	0	
Findings development	6	137	12	
Findings review	4	22.5	8	
Coordination	4	4	0	
Totals (Hours)	28	387	24	439
Totals (Cost)	\$3,500	\$42,570	\$2,640	\$48,710
Phase 1 - Maintenance costs				
Meetings and interviews	9	9	0	
Data Collection	0	3	6	
Data Review	0	16	0	
Report Draft	0	8	5	
Report revisions	0	3	3	
Totals (Hours)	9	39	14	62
Totals (Cost)	\$1,125	\$4,290	\$1,540	\$6,955
Phase 1 Study Support				
Aquatic Trends	3	4	10	
Climate Change	6	2	8	
Historic Grants Information	2	0	8	
Engagement Plan Preparation	6	2	6	
Progress Meetings (Virtual)	6	6	4	
Public Meetings (5)	16	8	0	
Final Report	10	24	14	
Present Final Report	6	4	0	
Totals (Hours)	55	50	50	155
Totals (Cost)	\$6,875	\$5,500	\$5,500	\$17,875
Project Totals	126	502	98	726
	\$15,750	\$55,220	\$10,780	\$81,750
Direct Costs/Reimbursables (Estimated)				\$4,720
Fee total				\$86,470

Question Set 1: A. QUALIFICATIONS AND EXPERIENCE.

#	Question	Response	Comment
1.0.1	1)Identify year the firm was established and number of years the firm has been in business. List other or former names under which the firm has operated. Provide a brief profile of the firm's organization and history. Address the organizational strength and stability of the firm.	Year Established: 1998 Years in BuinBusinessess: 24 Years, Former Name: Bloom Consultants, LLC Firm Overview: Bloom Companies, LLC is a rapidly-growing engineering/architecture/construction firm providing innovative and sustainable design and construction solutions to government, municipal, industrial, and commercial clients. Founded in 1998, Bloom is headquartered in Milwaukee, Wisconsin, with branch offices in Chicago, Illinois; Minneapolis, Minnesota; and Madison and Green Bay, Wisconsin.	
1.0.2	2)Respond to the following questions: i)Has the firm ever failed to complete any work awarded in an RFP process? If yes, explain when and the circumstances. ii)Have there been any judgments, claims, mediation/arbitration proceedings, legal demand letters from clients, and/or lawsuits against the firm or its officers pertaining to its services, in the past five (5) years and/or any such claims that are outstanding? Are there presently, or have there been within the past five (5) years, any administrative board or similar body proceedings to which the firm or any of the personnel listed in your response to Request A9 are a party? If yes, explain the nature, status and the outcome of the matter(s). iii)Has the firm filed any lawsuits or requested mediation or arbitration with regard to its services within the last five (5) years? If yes, explain the nature, status and the outcome of the matter(s).	Bloom has read through these statements and does not have any information to disclose.	
1.0.3	3)Describe how the firm is uniquely situated to complete the Scope of Services outlined in this RFP. Include subcontractors, if applicable. Provide documentation of the firm's capability and experience. Include a demonstration of the firm's ability, including subcontractors with specialties such as professional business planning and long-term planning to perform the indicated services.	Bloom is a local firm with Milwaukee County Project Management and Architecture/Engineering/Const ruction Management Experience. We are bringing national experts Water Technology Inc. and Ballard*King to the team for aquatic architecture and aquatic feasibility study services, respectively. WTI's creative energy and passion embrace the philosophy that aquatic recreation completes communities and gives them a higher quality of life. As the largest aquatic design firm in North America with over 60+ staff, WTI brings you the leading trends in aquatic recreation. B*K was established in 1992 in response to the need for market-driven and reality-based planning for parks and recreational agencies. With over 90 combined years of	See attached technical proposal document for more info.
1.0.4	4)Provide a resume for each individual involved in the project, and include their name, title and/or duties for the project, professional registration, relevant certifications, a brief description of related experience including time contribution in this capacity to past projects, and qualifications. Provide a description of your staff's experience with organizational planning or related work.	See attached technical proposal document.	See attached technical proposal document.
1.0.5	5. Include a list of similar projects that the organization has participated on in the past five (5) years. Attach a separate sheet for each project, up to five (5) pages maximum. Include color photos or sketches, giving a brief description of each project and the organization participation. Provide a description of your firm's experience with organizational planning, or related work including but not limited to: •Economic and market analysis •Aquatics or parks recreational development •Parks or aquatics facility planning •Design and development of public attraction facilities	bloom has over 20 years of experience working with various departments of Milwaukee County. We have held a Master Contract with Milwaukee County for decades where we actively work on projects on a task order basis. With our knowledge and local presence, Bloom will lead the aquatic experts in delivering a successful detailed study to the County. In our technical response document you will see a snapshot of projects we have worked on with the County over the years. Single sheets projects following this list detail our subconsultants experience providing aquatic services and studies. These include: Milwaukee County Parks Projects and Wisconsin Regional Aquatics Center performed by WTI and Waterloo Aquatic Master Plan, Milwaukee Community Center Feasibility Study, and Project Manager: Karl Lusia (Bloom) Project Architect: Chad Hilke (Bloom) Staff Architect: Roksolana Zverialuk (Bloom) Aquatics Architect: Matt Freedy (WTI) Aquatics Market Researachers: Scott Baron and Darin Barr (Ballard*King)	See additional project details in the attached technical proposal response document.
1.0.6	6. Include an organizational structure of the project team, including the relationship of the sub-consultants to be used for this project. Include the name of the Principal In Charge of this project with any Professional Registration Numbers in the State of Wisconsin, along with the name, occupation and title of the Project Manager who will be in charge of this project.	Architect: Roksolana Zverialuk (Bloom) Aquatics Architect: Matt Freedy (WTI) Aquatics Market Researachers: Scott Baron and Darin Barr (Ballard*King)	See org chart in the attached technical response document.
6 Questions		100.00% Complete	

Question Set 2: B. PROJECT APPROACH AND UNDERSTANDING.

#	Question	Response	Comment
2.0.1	1.This section will include evaluation of the current aquatic state (pros/cons) and the preliminary vision (or visions) for the future that you are proposing. Provide a description of problems you anticipate in this project and how you propose to overcome them. Discuss how you plan to staff the study to efficiently complete the work effort. This section is not included to necessarily find the best proposed idea, but to evaluate your process in prioritizing the most significant issues and finding resolution in that future vision.	We are confident we have put together the most comprehensive team to address all the facets the study looks to provide. We appreciate the confidence the county has in us to assist them in developing the most comprehensive information so that they can make the best-informed decisions for the Milwaukee community. A quick word about our team. Bloom Companies has been in business for over 23 years and has designed over 50+ projects for Milwaukee County. Our Project Manager, Karl Lulis, was born and raised in Milwaukee and was a frequent visitor to the Jackson, Kozy, Pulaski, and Wilson Park Pools. We had the opportunity to bring anyone to the table and we chose Water Technology (WTI) as our Project Manager Karl had a previous relationship with them on corporate pursuits and knew they were the aquatic center experts. WTI does these types of projects every day and knew the best planning and studies came from Ballard King. Their combined expertise in aquatic facilities will ensure a thorough review of all the information and strong recommendations.	
2.0.2	2.Provide a detailed description to the firm's approach to business planning and facilities planning as it pertains to aquatic facilities. Describe in detail how the firm will approach this particular project including items including but not limited to community engagement and information gathering, County staff and partner input, approaches to board and committee presentations and feedback, assessment and inventory of facilities, programs, services and events, and approach to developing a successful and sustainable business. Provide a list of tasks to be completed in advancement of the Scope of Services. Include a timeline for completion and a plan regarding communications and approvals from Parks for each phase of the process. If the firm will use a subcontractor or subcontractors on this project, include a description of how the firm uses subcontractors, drawing from past experiences. In such a case, it would be helpful to describe the firm's relationship with the particular subcontractor(s) the firm proposes to use.	Typically these elements of success are developed in conjunction with the client early on in the project at the kick-off meeting. It is important that the client has a voice in the elements of success, for when the project is completed it will be the client that will need to implement the findings of the study. Through trends presentations and educational sessions, WTI will provide feedback and insight into the future of aquatic recreation. Together, we'll work with the county to align these trends against the public perceptions of need, the anticipated future population trends, and the remaining useful life in the existing aquatic facilities. Elements of defined goals, expected outcomes and a clear path to achieve those outcomes will be a few take aways we will achieve at each phase. Our team has a proven the best recipe for success with just about any project is a realistic schedule that all have "buy-in" to. At the kickoff meeting, we would look to identify all of those events that affect the schedule, positive and negative. There will be certain benchmarks that need to occur and when all parties are aware of them, it helps drive the success of the project. Our team brings their years of experience in this specific type of study and feels this is a 5-6 month timeframe to work with. Having open discussions about these types of information leads us to a schedule where we then identify the deliverables expected at each benchmark. When all parties are involved with setting expectations, it is a lot easier to meet the deadlines they helped set. Having a good Project Manager highlighting the next deadline next.	
2.0.3	3.Describe what elements of success the firm might establish for each phase of the project.		
2.0.4	4.Address how the firm meets deadlines while delivering a quality product.		
2.0.5	5.Describe the firm's approach to maintaining responsive communication with its clients and keeping the client informed of problems and work progress.	The team will build in feedback loops throughout the process such as a running Issues Log list that the PM will maintain. It records the issue, who is asking, and who should be the responsible party. At every meeting, we will address the Issues Log and will check the status of anything on that list. This creates touch points of communication where processes and challenges can be shared. Thorough meeting minutes and any information homework assignments needed from the Owner are shared so that productive meetings happen with people bringing answers to the meetings, not learning about them AT the meeting.	

2.0.6	6. Describe the firm's experience and approach to presenting at committee meetings before groups of elected officials.	<p>The partners or the Bloom Team have all had experience in speaking to a diverse group of people. These include public addresses, committee meetings, and other elected officials. To name a few examples, the nature of Ballard King's work is to provide many municipalities with the research and presentation of information to show the public why it does or doesn't, make sense for proposed projects. An example of Bloom, we are heavily involved with the Department of Transportation Work and have been brought in to justify design, costs, or facilitate public outreach in regards to project exposure or design options. Coordination with the municipality is crucial though before engaging in these presentations so there are no surprises in the public forum. Knowing who is the point and As mentioned, our team has a wealth of experience doing these types of presentations. Our audiences have been the full gamut of people, both public and private. As part of our process, we will give an idea of the approach we utilize for a potential meeting.</p> <p>a. A clearly defined idea of the nature of the presentation to occur.</p> <p>b. Defined roles of who will be presenting what information.</p> <p>c. A meeting with the design team and decision-makers on the talking points and a review of possible negative comments that could occur and how to address them.</p> <p>d. Good control of the meeting and ensuring it does not go off-topic or get distracted by a potentially negative perception. Knowing the temperature of the room can be a useful tool to guide the meeting.</p>	
2.0.7	7. Describe the firm's experience and approach to conducting or presenting at community meetings before the public.	<p>We have provided the resumes of the key individuals we see as performing on this project. Given the size of all of our teammates, there will be multiple personnel on the project who will be knowledgeable about the project throughout its duration, regardless of any unforeseen circumstances. There is not a single, sole practitioner company that would bring the project to a halt. As we looked at the Level of Effort, it appears we each would all be offering about 30-35% of the effort. Being that WTI and Bloom physically analyze each facility in the report, we may spend slightly more time than B*K, but not by much. I did mention the specialties of the firms previously, but you can be assured the right people are working in the right places and bringing you a national level of experience.</p>	
2.0.8	8. Describe the firm's procedure for providing continued uninterrupted service if staffing changes occur including but not limited to the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Also state their past experience in the field. Provide resumes as needed.	<p>The Bloom Team is comprised of good-sized firms that have the ability to ebb and flow with workloads. The nature of our businesses is nothing we can ever absolutely predict as we may have 7 proposals out there and get 1 or we may get 6 of them. With good planning on our end, we establish a schedule with you for your project so we all can collaborate and identify the benchmarks that may dictate certain parts of the schedule. Our first blush is a 5-6 month timeframe from our experience, but we have not had any discussions with you as to what is important to you. Our firms have the capacity to plan for parts of the study that may require more manpower at different intervals. As of this writing, we all have comfortable workloads which hopefully speaks to the quality of our firm. WTI and Ballard King</p>	
2.0.9	9. Describe the firm's capability to accomplish other current projects and this project with its current workforce and workload.		

2.0.10	10. Describe the firm's resolution process to any disputes arising between the firm and a client pertaining to the services.	<p>Obviously, not getting to a point where disputes happen is the key idea. The proper path for achieving that is this :</p> <p>A. Clear understanding of the problem looking to be addressed by all parties.</p> <p>B. Understanding each person's role in the project and the deliverables expected at each benchmark.</p> <p>C. A buy-in to all components with the group over project understanding, project objectives, deliverables, and schedule.</p> <p>D. Asking the question, "How are we doing?" at progress meetings gives all the opportunity to step back and see if we are tracking on the right path.</p> <p>It is hoped if there are things that are going awry, they would be addressed in progress meetings before blossoming into bigger issues.</p>	
2.0.11	11. Describe the information technology capabilities of the firm, including electronic resources and innovations applicable to these services.	<p>Our team members utilize the latest in technology in regard to design and construction. The majority of municipal clients still utilize AutoCad and have not made the investment to REVIT nor do their personnel have the required skillset. On our end, REVIT allows us to work in a "real-time" environment with all participants modifying the same model and a Viewer allows the unlicensed client to view progress in real-time. We all have the Zoom and Teams capabilities by now so that is a given. But we have a tool called BlueBeam Revu that allows the design team to create commentary and useful design direction all in one, live dynamic file. This file identifies the person and firm who are creating the commentary and creates a running list of topics that are either, open, closed, or need to be addressed. Once</p>	
11 Questions		100.00% Complete	

INTERVIEW

AQUATICS FACILITIES STUDY

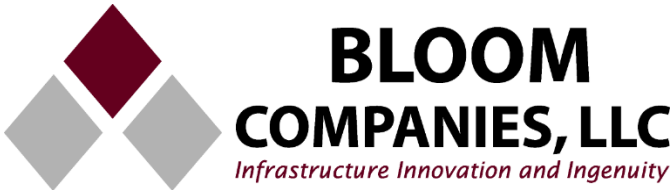
August 24, 2022



TEAM FIRMS



PRIME



SERVICES
Project Management, Architecture,
Structural Engineering, Electrical Engineering,
Civil Engineering, Landscape Design,
Cost Estimating

SUBCONSULTANTS



100 Park Avenue
Beaver Dam, WI 5391
920-887-7375

SERVICES
Aquatic Architecture



2743 E Ravenhill Circle
Highlands Ranch, CO 80126
303-470-8661

SERVICES
Feasibility Studies and
Independent Operational
Planning

INTRODUCTIONS



Mathew Tharaniyil, PE
PRINCIPAL-IN-CHARGE
BLOOM



Karl Lusic, RA
PROJECT MANAGER
BLOOM



Jennifer Gerber
AQUATICS SPECIALIST
WTI



Darin Barr
MARKET RESEARCHER
BALLARD*KING

OUR TEAM IN NUMBERS

500+ AQUATIC PROJECTS IN WISCONSIN
50+ MILWAUKEE COUNTY PROJECTS

MILWAUKEE COUNTY MISSION/VISION

MISSION

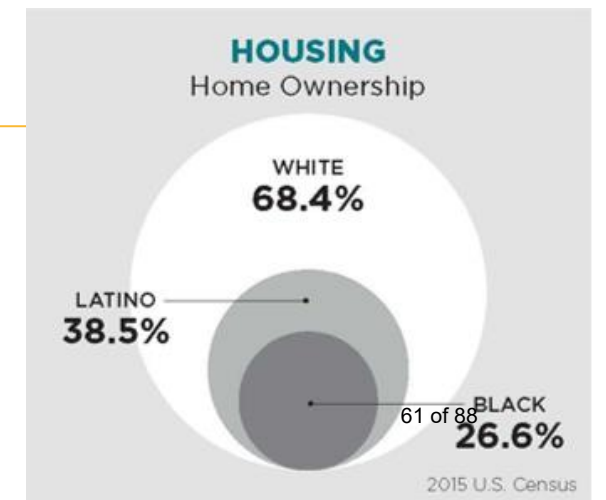
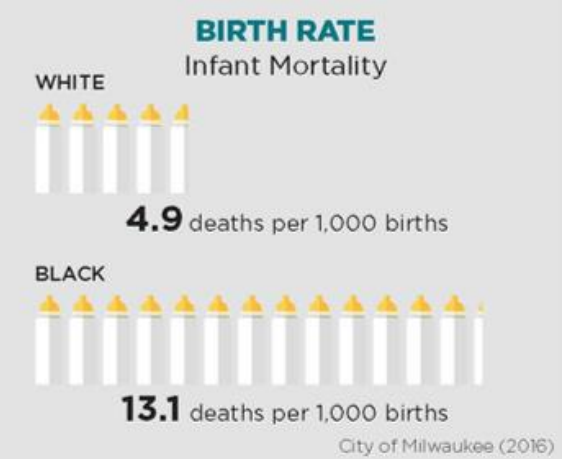
To steward a thriving park system that positively impacts every Milwaukee County Park visitor.

VISION

In Milwaukee County, we are taking an all-hands approach to realizing our vision that by achieving racial equity, Milwaukee is the healthiest county in Wisconsin. Together we will dismantle institutional racism in our organization and build up policies, practices and a culture that ensures race no longer predicts health outcomes, and outcomes for everyone improve.

VALUES

FUN | INCLUSIVE | GREEN | RESOURCEFUL | YOUR BACKYARD



AGENDA

1. Qualifications
2. Project Overview and Timeline
3. Team Workload
4. Public Engagement Strategy
 - a) 19 Municipalities
 - b) Off-Season Input
5. Summary





**BLOOM
COMPANIES, LLC**
Infrastructure Innovation and Ingenuity



1.0 QUALIFICATIONS

- Teammates hand selected for their expertise due to our knowledge of the design and construction industry.
- Local firm that has been in business for 24 years and has successfully completed over 40 projects for Milwaukee County.
- Project Manager who was born and raised in Milwaukee who has over 25 years in the design industry and has been responsible for managing multi-million dollar projects.
- Bring you national experience with the local presence to save time, money, and direct knowledge of community resources.
- This is YOUR project and we are here to assist you in your efforts!



**LOCAL TEAM
WITH
PROVEN
EXPERIENCE
WITH
FORWARD-
THINKING
TECHNIQUES**



- Brady Street Bridge
- Historic Lions Bridge Rehabilitation
- Brown Deer Golf Club House Deck Repairs
- Facilities Management West – New Vehicle Storage Garage
- Criminal Justice Facility (CJF) Roof Replacement
- S. 92nd Street (CTH N) Recondition; W. Forest Home Ave. to W. Howard Ave.
- Stone Arch Culvert Under Oak Leaf Trail
- Winter Maintenance Operation Map
- GMIA Operations Office, Concept & Budget Report for the Expansion of the Existing Conference Room and Break Room
- GMIA Operations Office Remodel, Concept & Budget Report
- General Mitchell Airport Regulator Building

**BLOOM HAS COMPLETED
40+ PROJECTS WITH
MILWAUKEE COUNTY
AND WILL BE YOUR
TRUSTED LOCAL PARTNER**



Brady Street Bridge

SUMMERFEST GROUNDS INSPECTION / IMPROVEMENTS

- Inspection
- Structural Design/Drawings
- Restroom, Ticketing Building/North Gate, and North Stage (Rock Stage)
- Foundation Plans, sections, and roof plans
- **Restroom** was a 160 ft. x 85 ft. curved building with tube steel sign towers, masonry walls, polycarbonate glazing, steel joists, and metal deck for the roof
- The **Ticket Building/North Gate** consisted of a 41 ft. x 35 ft. building with masonry walls, steel joists, and metal deck for the roof
- The **North Stage** (Rock Stage) was a 122 ft. x 85 ft. building with a curved sloping roof, tube steel sign towers behind the building, masonry walls and polycarbonate glazing



1 | QUALIFICATIONS



- Largest Aquatic Design Firm in North America, Staff of 60+
- 150+ Aquatic Projects Per Year
- Collaborative Team Process, Experience working with B*K
- International Portfolio
- Local Wisconsin Office, National Experts
- 2+ Decades of Experience with Milwaukee County



EXPERIENCE WITH MILWAUKEE COUNTY

HOYT PARK POOL

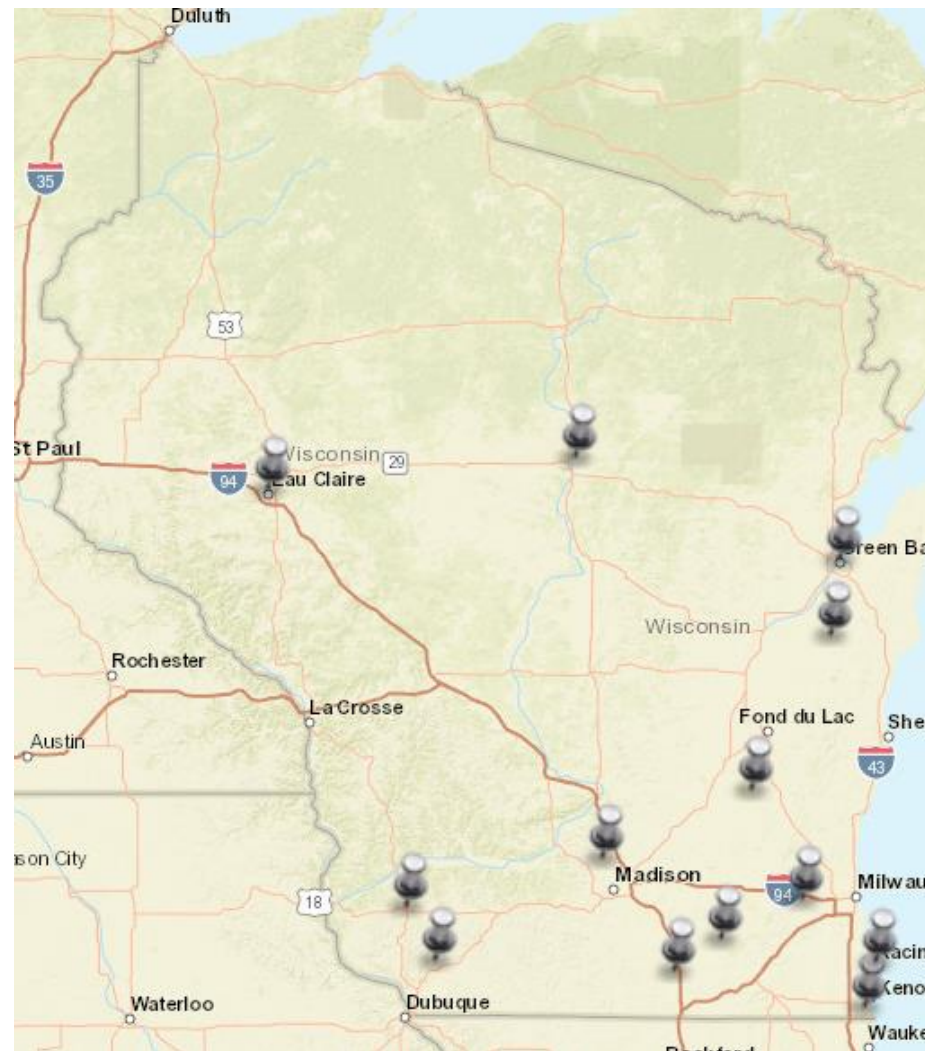


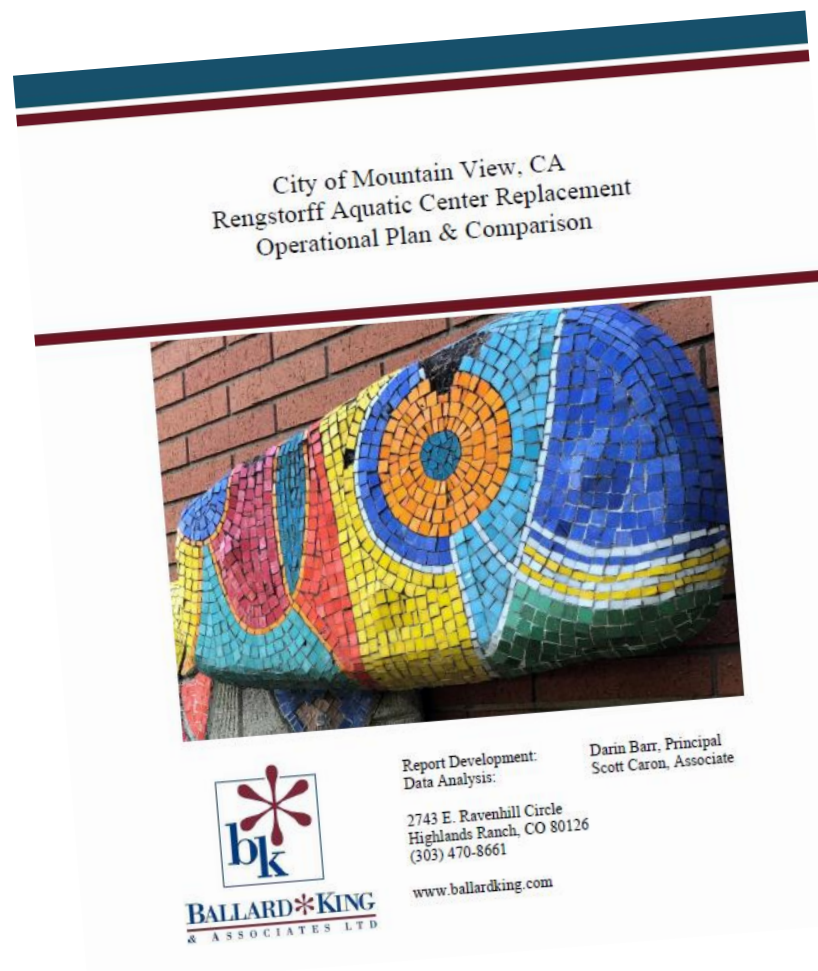
EXPERIENCE WITH MILWAUKEE COUNTY

DAVID F. SCHULTZ AQUATIC CENTER IN LINCOLN PARK



- Collaborative Team Process, Experience working with WTI
- 800+ Projects in all 50 states
- Experience working with the County
- Feasibility Studies, Operational Assessments, Master Plans
- 80-85% Accuracy with Operational Projections
- Conservative and Independent Recommendations




BALLARD * KING
 & ASSOCIATES LTD
 Recreation Facility Planning and Operation Consultants

Option #2 – Five Year Projection

Rengstorff	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	\$999,049	\$1,009,039	\$1,029,220	\$1,054,951	\$1,081,324
Revenue	\$484,462	\$532,908	\$559,554	\$576,340	\$587,867
Deficit	(\$514,587)	(\$476,131)	(\$469,666)	(\$478,610)	(\$493,457)
Eagle Expense	\$129,350	\$133,231	\$137,227	\$141,344	\$145,585
Eagle Revenue	\$42,762	\$44,045	\$45,366	\$46,727	\$48,129
Aquatic Exp.	\$1,128,399	\$1,142,270	\$1,166,447	\$1,196,295	\$1,226,909
Aquatic Rev.	\$527,224	\$576,953	\$604,920	\$623,067	\$635,996
Cost Recovery	46.7%	50.5%	51.9%	52.1%	51.8%
Capital	\$50,000	\$100,000	\$150,000	\$200,000	\$250,000

Option #3 – Five Year Projection

Rengstorff	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	\$1,108,753	\$1,119,841	\$1,142,238	\$1,170,794	\$1,200,063
Revenue	\$479,482	\$513,045	\$538,697	\$554,858	\$565,956
Deficit	(\$629,272)	(\$606,796)	(\$603,540)	(\$615,935)	(\$634,108)
Eagle Expense	\$129,350	\$133,231	\$137,227	\$141,344	\$145,585
Eagle Revenue	\$42,762	\$44,045	\$45,366	\$46,727	\$48,129
Aquatic Exp.	\$1,238,103	\$1,253,071	\$1,279,465	\$1,312,138	\$1,345,648
Aquatic Rev.	\$522,244	\$557,090	\$584,064	\$601,586	\$614,085
Cost Recovery	42.2%	44.5%	45.6%	45.8%	45.6%
Capital	\$50,000	\$100,000	\$150,000	\$200,000	\$250,000

These operational projects and cost recovery percentages are based on the best information available at the time of the study. It is also important to note that the capital replacement line item is cumulative for all 3 scenarios.



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2.0

PROJECT OVERVIEW AND TIMELINE

THE PROCESS - BIG PICTURE

1. Existing Info Collection (sites, demographics, operational)

Bloom – Project management, physical building, and site elements

WTI – Pools and associated equipment

Ballard*King – Demographic and operational

Community Engagement: 4 meetings, North, Central, South, Virtual

2. Information analysis – What does all this information mean?

3. Recommendation – 3rd Party, non-partisan, professional opinion

All of this is complemented by full design team meetings with benchmark dates identified, thorough meeting minutes of what are the outstanding issues and review of the tasks for the next event.



MILWAUKEE COUNTY AQUATIC STUDY			
TASKS	DURATION	NOTES	
CONTRACTS EXECUTED	2 WEEKS	Master and Consultants	
INFORMATION GATHERING			
PHYSICAL FACILITY ASSESSMENTS	6 WEEKS	Multiple Facilities	
DEMOGRAPHIC INFO	4 WEEKS	Can run concurrent	
DESIGN TEAM MEETINGS	EVERY OTHER WEEK		
COMMUNITY ENGAGEMENTS	4 WEEKS	Varies - Venues and Promoting	
ANALYSIS			
DESIGN TEAM MEETINGS	EVERY OTHER WEEK		
INFORMATION COMPILATION	3 WEEKS		
ANALYSIS OF COMPILED DATA	4 WEEKS		
RECOMMENDATIONS			
GENERATE FINAL REPORT	2 WEEKS		
PRESENTATION			

AQUATIC ARCHITECTURE/ENGINEERING

AQUATIC EVALUATION

- Safety, Code, and Rule Related Issues
- Pool Shell & Finishes
- Decks and Deck Equipment – ADA
- Drains and Overflow Systems
- Recirculation Systems – Pumps, Piping
- Filtration
- Chemical Treatment/Storage
- Pool Heating
- Pool Lighting

RECOMMENDATIONS

- Renovate, Add, Replace
- Priority A, B, C
- ROM Cost

Take Stock of
Current
Environment

Evaluate
Milwaukee
County's
Existing Pools

Identify
Priorities

Plan for the
Future

AQUATIC ARCHITECTURE/ENGINEERING

- Efficiencies with Aquatic App for Evaluations
- Allows for faster review of existing facilities
- Provides photo documentation of findings
- Accurate, organized reporting



9 POOL MECHANICAL ROOM

Height: Room height is approximately 11 feet.

Width : Room width is approximately 20 feet.

Length : Room length is approximately 20 feet.

Access door dimensions: Access door is 3' x 7' nominal. The door opens to a stair and would be difficult to expand.

Stair and rails: Stairs are 48 inches wide. There is a rail on the left side as you come down the stairs. Stair treads are 9 inches, stair risers are 7 inches.

Drainage: There is one drain location, located in the center of the mechanical space.

Ventilation: Ventilation is limited to a single grill located on the access door. No powered ventilation was observed.

Service clearances: Service clearances are limited at the pumps and filters.

Emergency eye wash: Observed in chemical treatment room.

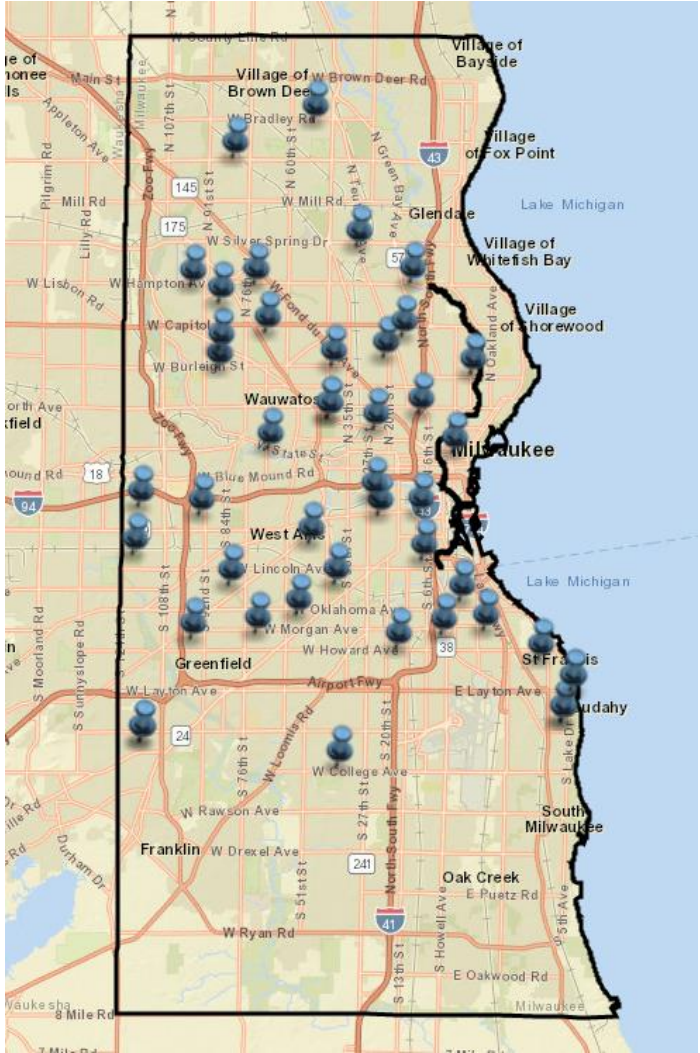
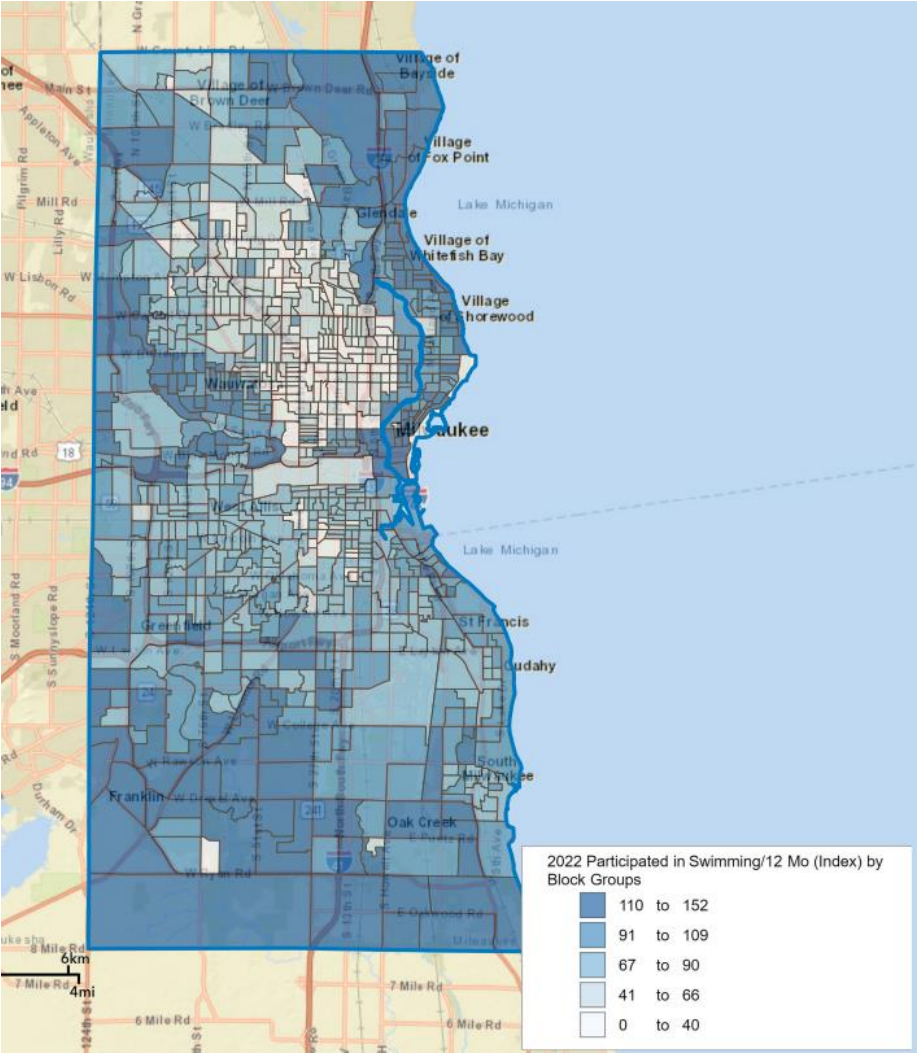
Chemical storage: ORP and pH are stored in the same chemical closet. Pool chemicals lack secondary containment. A CO2 alarm was not observed. This closet is not adequately sealed from the balance of the mechanical space. The chemical closet floor is elevated approximately 4' above the rest of the floor, supported by steel angles and a single steel post. Extensive corrosion is evident. Separation of the closet floor from the building wall is evident. It is recommended that this condition be reviewed by a structural engineer prior to filling pool chemical containers.

✓ Site Audit Pro

AQUATIC MARKET RESEARCH

- Demographics
- Facility Trends
- Participation Trends
- Operational Assessments
- Facility Recommendations
- Operational Planning



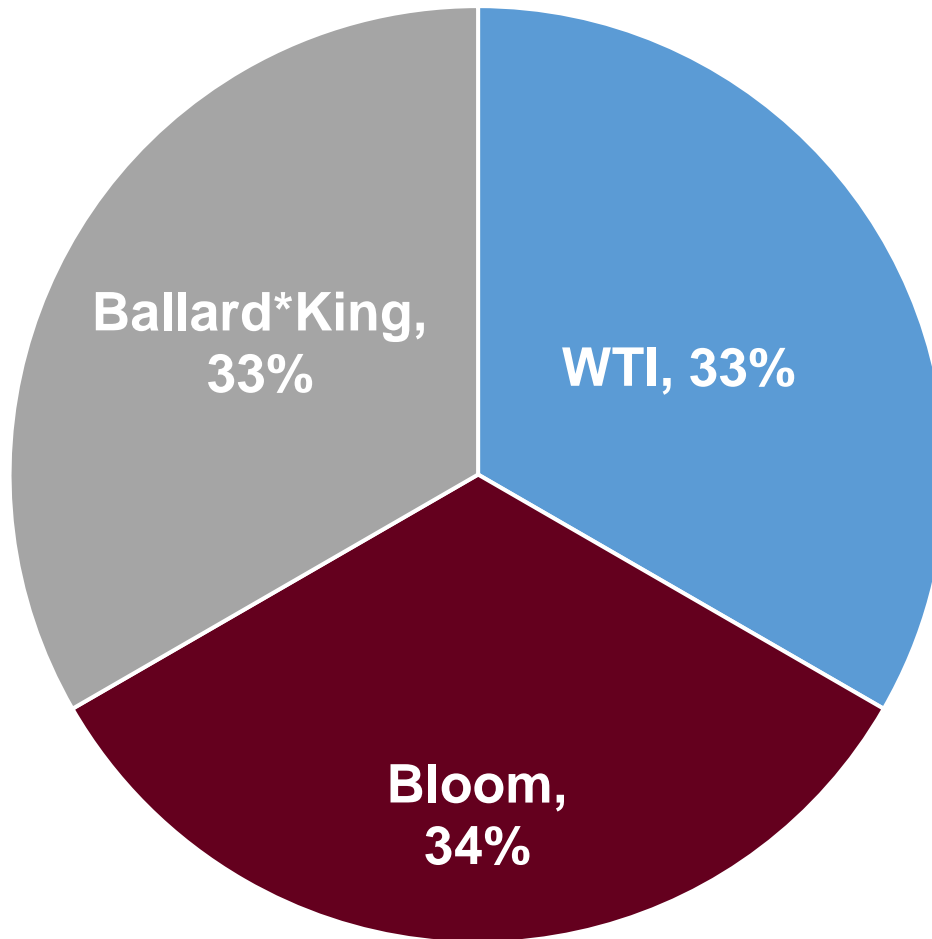




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3.0 TEAM WORKLOAD BREAKOUT



RESPONSIBILITIES

BLOOM

- Overall Project Management
- Facility Inspection
- Local Community Knowledge and Involvement

WTI

- Aquatic Inspection and Architecture

BALLARD*KING

- Feasibility Studies & Independent Operational Planning



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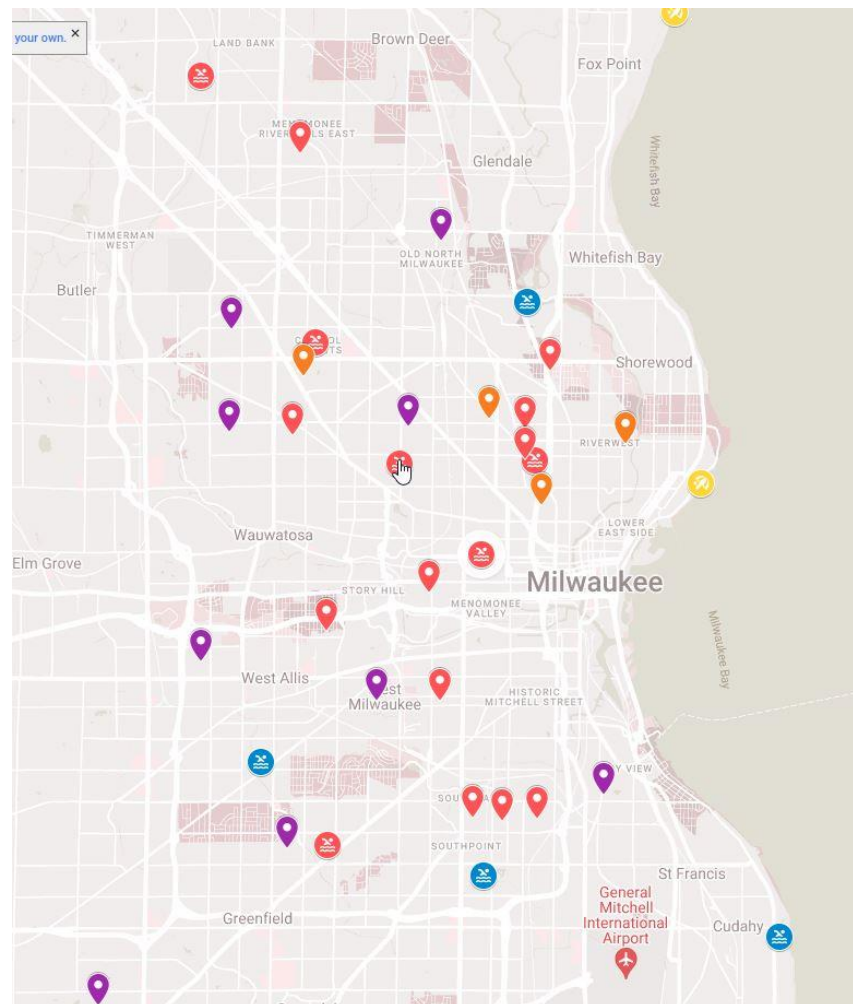


4.0 PUBLIC ENGAGEMENT STRATEGY



MILWAUKEE COUNTY IN NUMBERS

- 19 municipalities
- 940,000 people
- 26 miles North – South
- 12 miles East – West
- 45 sites – indoor and outdoor pools, water parks, splash pads and wading pools



Bayside

Brown Deer

Cudahy

Fox Point

Franklin

Glendale

Greendale

Greenfield

Hales Corners

Milwaukee

Oak Creek

River Hills

Shorewood

South Milwaukee

St. Francis

Wauwatosa

West Allis

West Milwaukee

Whitefish Bay

- Ballard*King's nationwide experiences
- WTI's experience
- Bloom's WisDOT engagement practices
- County input
- Community Facebook pages and Social Media
- County website
- Karl's relationship with MPS and City of Milwaukee facilities
- Key Milwaukee Celebrations – Info booth



COMMUNITY ENGAGEMENT

GARDEN RAPIDS AT THE 'BIG POOL'

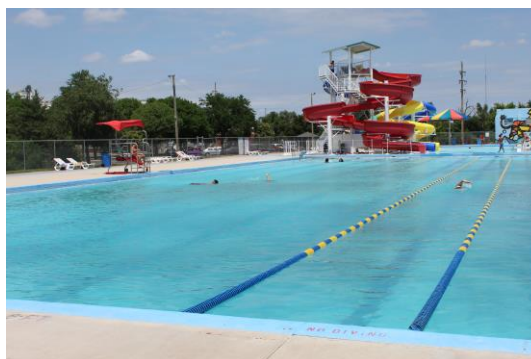
- Bring the engagement to stakeholders vs. inviting them to you
- Think Outside the Box
- Offer Incentives
 - Ice Cream for Participation
 - Discounted Entry/Free Entry to Event
- Be present in local events and areas that matter to the community:
 - High School Football Games
 - Charity Fundraisers
 - Events at Existing Facilities
 - Sporting Events



CASE STUDY

GARDEN RAPIDS AT THE 'BIG POOL'

BEFORE



AFTER





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5.0 SUMMARY

5 | SUMMARY

WHY THE BLOOM TEAM?

Aldergrove Credit Union
Community Centre | WTI Project

- **EXPERIENCED and CAPABLE** –
Most Relevant Experience
 - 500+ Aquatic Projects in WI
 - 50+ Milwaukee County Projects
- **TRUSTED PARTNER** –
teamwork/our home
- **PROVEN EXPERIENCE** collaborating
as a team.
- **GOOD STEWARDS OF PUBLIC
FUNDING**
- **34% TBE COMMITMENT** – Team
reflects the diversity of Milwaukee
- **COMMITTED** to delivering
Milwaukee County a successful
study on schedule and within
budget

YOUR PROJECT TEAM

CONTACT US



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