

 **AIA**® Document B121™ – 2018

**Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders**

**AGREEMENT** made as of the 23rd day of October in the year 2023  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

Sean Hayes, Director  
Architecture, Engineering & Environmental Services  
Milwaukee County: DAS – Facilities Management  
sean.hayes@milwaukeecountywi.gov

and the Consultant:  
(Name, legal status, address, and other information)

Tom Petersen, Principal  
Harwood Engineering Consultants  
255 N 21<sup>st</sup> Street  
Milwaukee, WI 53233  
Tom.petersen@hecl.com

The Owner and Consultant agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

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**ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES**

§ 1.1 This Master Agreement shall be effective for three (3) years after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

§ 1.3 This Master Agreement will renew on an annual basis, , after the three (3) year period, for a period not to exceed two (2) additional years on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least sixty (60) days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

NA

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

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§ 1.5 The Consultant identifies the following representative authorized to act on the Consultant's behalf with respect to this Master Agreement:

Jose Franco, Harwood Engineering

§ 1.5.1 In each Service Order, the Consultant will identify a representative authorized to act on behalf of the Consultant with respect to the Service Order. . Consultant agrees that representative, as set forth in the Service Order, shall not be removed from his responsibilities on the Project without the written consent of Owner, except in the event of his death, disability or departure from the employ of Consultant. In the event, however, that if the named individual should become unavailable to serve as in his noted capacity, any subsequent person selected by Consultant for this Project must be approved by Owner.

§ 1.5.2 The Consultant acknowledges that Owner may retain an independent party to assist Owner during the Project and to serve as "Owner's Representative", with respect to the Project. The Consultant shall cooperate and work with Owner's Representative designated by the Owner.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant.

§ 1.7 If requested by the Owner, the Consultant shall endeavor to specify or provide sustainable design materials that are preapproved by Owner to insure the promotion of green environments when appropriate. Through the Schematic Design Phase, Consultant shall identify alternatives and provide cost inputs that would allow the Project to meet LEED Silver criteria. If the Owner identifies a Sustainable Objective within a Service Order, the Owner and Consultant shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, or similar document agreed by the parties, into the Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017, or similar document agreed by the parties, is incorporated into the Agreement, the Owner and Consultant shall incorporate the completed E204-2017, or similar document agreed by the parties, into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.8 Consultant hereby represents, and certifies to Owner that Consultant is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that Consultant will visit the site for the Project as defined in the Service Order and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed; and that Consultant will correlate its observations of same with all of the requirements of this Agreement and shall correlate its observations of same with the Construction Contract Documents.

§ 1.9 Consultant hereby represents and warrants to Owner the following:

§ 1.9.1 That Consultant is authorized to do business in the State of Wisconsin and properly licensed/registered by all necessary governmental and public and quasi-public authorities having jurisdiction over him and the services required hereunder and the Project itself.

§ 1.9.2 That Consultant's execution of this Agreement and its performance thereof is within its duly authorized powers.

§ 1.9.3 Consultant agrees said representations and warranties in this Section 1.9 shall survive the execution and delivery of this Agreement.

§ 1.10 The Owner and the Consultant shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

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§ 1.11 The Contract Documents are intended to be complementary and what is required by one is required by all. To the extent that any provision of the Contract Documents directly conflicts with this Agreement, the terms of this Agreement shall control.

§ 1.12 The Consultant shall be professionally responsible for Services performed under this Agreement. The Consultant may not subcontract out any portion of its duties or responsibilities to any other party except with the express written approval of the Owner. The authorization, if any, to subcontract any duties or responsibilities shall not relieve the Consultant of professional or contractual responsibility for any Services performed or delivered under this Agreement.

**ARTICLE 2 SERVICE ORDERS**

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Consultant may decline to accept any Service Order issued by the Owner.

§ 2.3 The Consultant shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Consultant may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Consultant’s Services; state the Consultant’s compensation; and list the attachments and exhibits incorporated by reference.

**ARTICLE 3 CONSULTANT’S RESPONSIBILITIES**

§ 3.1 Time is of the essence for all of Consultant’s services. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement and in such manner so that no aspect of the most current Project Schedule approved by Owner is delayed, unless delay is caused by circumstances beyond the Consultant’s control.

§ 3.2 Except with the Owner’s knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant’s professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Consultant shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Consultant normally maintains, the Owner shall pay the Consultant as set forth in Section 9.4.

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 [Intentionally Deleted]

.2 [Intentionally Deleted]

.3 [Intentionally Deleted]

.4 [Intentionally Deleted]

§ 3.3.5 Insurance & Proof of Financial Responsibility for Claims. Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort as respect damage to persons or property and third parties in such coverage and amounts as required and approved by the Owner’s Risk Manager. Furnish acceptable proof of such coverage to the Owner’s Risk Manager prior to services commenced under this Agreement.

§ 3.3.6 Provide evidence of the following coverage and minimum amounts.

Type of Coverage	Minimum Limits
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Type of Coverage	Minimum Limits
Wisconsin Workers Compensation	Statutory (Waiver if Subrogation for Worker Comp by Endorsement)
Employers Liability & Disease USL&H and All States Endorsement	\$100,000/\$500,000/\$100,000
General Liability	\$5,000,000 Per Occurrence (name the Owner as additional insured in the general liability policy by endorsement)
Bodily Injury & Property Damage to include personal injury, fire, legal, products and complete operations Contractual Liability and X, C & U	\$5,000,000 Aggregate
Architects & Engineers Professional Liability & Errors & Omissions (Refer to section 3.3.6 for additional conditions)	\$2,000,000 Per Occurrence
Environmental Impairment Insurance	\$1,000,000 Aggregate Minimum (Unless not required)
Automobile Liability	(Name the Owner as an Additional Insured in the automobile policy by endorsement)
Bodily Injury & Property Damage All Autos	\$1,000,000 Per Accident

Note: Consultants performing work on the secured air side at Milwaukee Mitchell International Airport and Timmerman Field shall maintain at least \$5,000,000 Auto & Commercial General Liability Limits. This can be satisfied through a combination of Auto and Umbrella, and General Liability and Umbrella Limits.

§ 3.3.7 Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, name Owner as an additional insured in the general liability and automobile policy as their interests may appear as respects services provided in this Agreement. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Owner shall be provided. Afford Owner thirty (30) day written notice of cancellation or non-renewal.

§ 3.3.8 Place insurance specified above with at least an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Submit deviations or waiver of required coverage or minimums in writing to Owner for approval as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.

§ 3.3.9 The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the Owner.

#### § 3.3.10 Professional Liability – Additional Provisions

§ 3.3.10.1 Provide additional information on professional liability coverage as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims-made, occurrence; discovery clause conditions; and effective, retroactive, and expiration dates, to Owner as requested to obtain approval of coverage as respects this section.

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User Notes:

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§ 3.3.10.2 Be responsible for the accuracy of the services performed under this Agreement and promptly make necessary revisions or corrections to services resulting from negligent acts, errors or omissions without additional compensation.

§ 3.3.10.3 Give immediate attention to these revisions or corrections to prevent or minimize delay to Project schedule.

§ 3.3.10.4 Be responsible to the Owner for losses or costs to repair or remedy as a result of Consultant's negligent acts, errors or omissions.

§ 3.3.10.5 It is understood and agreed that coverage which applies to services inherent in this Agreement will be extended for two (2) years after completion of work contemplated in this Project if coverage is written on a claims-made basis.

§ 3.3.10.6 Deviations and waivers may be requested in writing based on market conditions to Owner. Approval shall be given in writing of any acceptable deviation or waiver to the Consultant prior to the Consultant effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Consultant.

§ 3.3.10.7 Obtain information on the professional liability coverage of subconsultants and/or subcontractors in the same form as specified above for review by Owner.

§ 3.3.11 Insurance exceeding the requirements set forth in section 3.3, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 3.3.12 Upon any material change or renewal of any such policy, the Consultant shall furnish to Owner the certificates of insurance evidencing the above coverage by insurance companies reasonably satisfactory to Owner. Said policies shall provide that they cannot be modified or cancelled without at least thirty (30) days prior written notice to the Owner. The Consultant shall be responsible for all deductibles.

§ 3.3.13 All policies required, except professional Liability Insurance and Workers Compensation Insurance, shall be endorsed to include waivers of subrogation in favor of the Owner to the extent permitted by the Consultant's insurance company.

§ 3.3.14 Any type of insurance or any increase in limits of liability not described in this Agreement that the Consultant requires for its own protection or on account of any statute, rule or regulation, shall be its own responsibility and at its own expense.

§ 3.3.15 The carrying of any insurance required by this Agreement shall in no way be interpreted as relieving the Consultant of any other responsibility under this Agreement or any applicable law, statute, rule, regulation or order.

§ 3.3.16 Consultant's subconsultants, agents and subcontractors, if any shall be required to maintain policies in compliance with this Article 3, unless otherwise approved in writing by the Owner. The Consultant's required certification of insurance and endorsements is included as **Attachment C**.

§ 3.4 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Consultant shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Consultant shall not be responsible for an Owner's directive or substitution made without the Consultant's approval.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Consultant may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to (a) any negligent error or omission of the Consultant or Consultant's subconsultants; (b) any breach of this Agreement by the Consultant; or (c) uncertainties or errors in the

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Contract Documents. Any Additional Services provided in accordance with this Section 4.1 shall entitle the Consultant to compensation pursuant to Section 9.3 at hourly billing rates.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, and provided such additional services are not the result of a) any negligent error or omission of the Consultant or Consultant’s subconsultants; (b) any breach of this Agreement by the Consultant; or (c) uncertainties or errors in the Contract Documents, as they relate to the services provided pursuant to the Service Order, the Consultant shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide the following Additional Services until the Consultant receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients unless required in **Attachment A – Request for Proposal**;
- .6 Preparation of design and documentation for significant alternate bid or proposal requests proposed by the Owner;
- .7 [Intentionally Deleted]
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Consultant is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- .11 Assistance to the Initial Decision Maker, if other than the Consultant.

§ 4.3 Duties, responsibilities and limitations of authority of the Consultant under Article 3 shall not be restricted, modified or extended without written agreement of the Owner and Consultant with consent of the Contractor, which consent will not be unreasonably withheld.

§ 4.4 Notwithstanding anything to the contrary in this Agreement, Owner shall have no obligation to pay Consultant for any Additional Services unless, prior to performing same, (a) Consultant notifies Owner in writing of the services it intends to perform, the reasons therefor and the cost of such services, and (b) Owner agrees in writing to such services and the cost therefor. If Consultant fails to comply with the foregoing procedure, such services shall be deemed to be Basic Services under this Agreement. In addition, Owner shall have no obligation to pay Consultant for any Additional Services if such services result from the errors, omissions or negligence of Consultant or the failure of Consultant to perform in accordance with the terms of this Agreement. Consultant acknowledges that Basic Services shall include all of Consultant’s services performed in connection with the Project prior to the date hereof and that none of such services shall be considered Additional Services.

**ARTICLE 5 OWNER’S RESPONSIBILITIES**

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Consultant’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant’s services.

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§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Consultant. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 Except as otherwise provided in this Agreement, the Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner’s needs and interests under a Service Agreement. This term shall not create a duty on part of the Owner to provide such services for the benefit of any other Project team member.

§ 5.5 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Consultant’s Instruments of Service.

§ 5.6 Within fifteen (15) days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 5.7 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Consultant’s consultants through the Consultant about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Consultant of any direct communications that may affect the Consultant’s services.

§ 5.8 The Owner shall provide the Consultant access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Consultant access to the Work wherever it is in preparation or progress.

**ARTICLE 6 COPYRIGHTS AND LICENSES**

§ 6.1 [Intentionally Deleted]

§ 6.2 [Intentionally Deleted]

§ 6.3 [Intentionally Deleted]

§ 6.3.1 [Intentionally Deleted]

§ 6.4 [Intentionally Deleted]

§ 6.5 [Intentionally Deleted]

§ 6.6 Upon completion of the Project or upon termination of this Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Consultant has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the Owner. Therefore, any reports, information and data, given to or prepared or assembled by Consultant under this Agreement shall not be made available to any individual or organization by Consultant without the prior written approval of the Owner (see **Attachment I – Record Documents**). 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 Consultant.

§ 6.7 Consultant further understands that oral and written communications with Owner regarding Consultant’s services under this Agreement are confidential. No aspect of Consultant’s services may be discussed with any individual or organization other than Owner, unless Consultant receives prior written authorization from Owner for such discussion.

§ 6.8 If Consultant’s services are terminated prior to completion of the Project, Owner will indemnify and hold Consultant and Consultant’s subconsultants harmless for costs or claims for damages arising out of use the of incomplete documents, interpretation, revision, alteration, or omission to the documents which are not made by Consultant or subconsultants. Should Owner reuse documents, created by Consultant, the seals and certifications of Consultant and subconsultants shall be invalid, shall not be used and shall be deleted and Owner will indemnify and hold Consultant and Consultant’s subconsultants harmless for cost or claims for damages arising out of the reuse of the documents.

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**ARTICLE 7 CLAIMS AND DISPUTES**

**§ 7.1 General**

**§ 7.1.1** The Owner and Consultant shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Consultant completes its services under the Service Agreement. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

**§ 7.1.2** To the extent damages are recovered under property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 7.1.3** [Intentionally Deleted]

**§ 7.1.4** The Consultant shall indemnify, defend and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement.

**§ 7.2 Informal Dispute Resolution and Mediation**

**§ 7.2.1** Prior to Mediation, principals from the Owner and Consultant, not directly involved in the day-to-day management of the Project shall meet to resolve any disputes in an equitable manner. This meeting shall occur within ten (10) days of the time that one of the parties provides notification to the other party of necessity of such meeting. If the claim, dispute or other matter is not resolved through this method within ten (10) days of the meeting, then, any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant’s services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 7.2.2** The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 7.2.3** The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 7.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box.)*

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Arbitration pursuant to Section 7.3 of this Master Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Litigation or arbitration as decided by Owner, acting in its sole and absolute discretion, when the dispute arises. If chosen, litigation to be held in the Circuit Court of Milwaukee County, WI

**§ 7.3 Arbitration**

**§ 7.3.1** If the Owner has selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

**§ 7.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 7.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 7.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 7.3.4 Consolidation or Joinder [Intentionally Deleted]**

*(Paragraphs deleted)*

**ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS**

**§ 8.1** If the Owner fails to make payments to the Consultant in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Consultant's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules may be equitably adjusted.

**§ 8.2** If the services under a Service Agreement have been suspended by the Owner, the Consultant shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 8.3** If the Owner suspends the services under a Service Agreement for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate the Service Agreement by giving not less than seven (7) days' written notice.

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§ 8.4 Either party may terminate a Service Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven (7) days' written notice to the Consultant for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Consultant's termination of consultant agreements.

§ 8.7

*(Paragraphs deleted)*

[Intentionally Deleted]§ 8.8 [Intentionally Deleted]

*(Paragraph deleted)*

§ 8.9 The Owner's rights to use the Consultant's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

**ARTICLE 9 COMPENSATION**

§ 9.1 The Owner shall compensate the Consultant for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Consultant and the Consultant's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule

**Employee or Category**

**Rate (\$0.00)**

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Consultant for approved Additional Services designated in Article 4 as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly, Not-to-Exceed rates as set forth in **Attachment E - Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule** as updated from time to time by the Consultant and approved by the Owner

**Additional Services Rate Itemization**

The form on which the Additional Services Rate Itemization is reported and approved is included as **Attachment E** (by Consultant and subconsultants).

On **Attachment E** list staff by name, including clerical staff, who will be assigned to the Project.

"Overhead Rate" (Overhead Factor less profit) contained within the Overhead Factor submitted by Consultant and each subconsultant shall be Federal Acquisition Regulation ("FAR") (48 CFR 1-31) audit certified. Provide a copy of the most recent auditor's report for each rate.

If Consultant or subconsultant does not possess a FAR audit certified rate then each shall submit as **Attachment E-2** their proposed rate, for the fiscal year, with identification of the accounting method used and certification that the proposed rate contains only those indirect costs proper and appropriate for the type of professional services sought by

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this Agreement. It is understood and agreed that no direct charge will be made for labor or expenses included in the Overhead Factor.

"Overhead Factor" and the "Principal's Flat Rate" shall include but are not limited to reimbursement of the following:

Social Security	General Office Expenses
Vacation, Holiday & Sick Pay	Dues & Subscriptions
Pension & Personal Insurance Plans	Profit
Local Telephone & Fax Service	Registration Fees
Insurance	Legal & Accounting Expenses
Postage & Shipping	Auto Expenses, Parking
Taxes	Travel Costs to locations within a 100 mile radius of Milwaukee
Office & Drafting Supplies	Meals
Repairs & Maintenance	Use of CAD Equipment & Systems (including drawing plots)
Selling Expense	Miscellaneous Overhead
General Advertising	Office Utilities

For personnel changes during the term of this Agreement submit a new **Attachment E-1** within sixty (60) days of adding or deleting staff used or permanent classification changes. In case of added personnel or classification changes, the new "Direct Salary Rate/Hour" will not increase more than 10 percent (10%) above the rate previously listed for the specific classification being replaced.

#### § 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant and the Consultant's consultants directly related to a Service  
(Paragraphs deleted)

Agreement as set forth in **Attachment F – Guidelines for Reimbursable Expenses** and shall not exceed the amount established in **Attachment B - Consultant's Design Proposal**.

(Paragraphs deleted)

.1 [Intentionally Deleted].2 [Intentionally Deleted].3 [Intentionally Deleted].4 [Intentionally Deleted].5 [Intentionally Deleted].6 [Intentionally Deleted].7 [Intentionally Deleted].8 [Intentionally Deleted].9 [Intentionally Deleted].10 [Intentionally Deleted].11 [Intentionally Deleted]

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant and the Consultant's consultants plus zero percent ( 0 %) of the expenses incurred as set forth **Attachment F – Guidelines for Reimbursable Expenses**.

(Paragraph deleted)

§ 9.4.3 [Intentionally Deleted]

#### § 9.5 Payments to the Consultant

##### § 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed as set forth in **Attachment G – Required Invoice Format**. Payments are due and payable upon presentation of the Consultant's invoice which shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to the Agreement or any other supporting documentation requested by Owner. Except for documentation specifically required by **Attachment G – Required Invoice Format**, all other supporting documentation shall not be submitted but shall be clearly identified and readily accessible. Amounts unpaid thirty ( 30 ) days after the invoice is received by the Owner with the required supporting documentation shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

(Insert rate of monthly or annual interest agreed upon.)

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Payment due and unpaid under Contract Documents shall bear interest at rate specified in Wisconsin Statutes 71.82 (1) (a) compounded monthly.

§ 9.5.1.2 [Intentionally Deleted]

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided as set forth in **Attachment G – Required Invoice Format**.

§ 9.5.1.4 Owner will make payments to Consultant within thirty (30) days of invoice approval on the basis of monthly billings prepared by the Consultant and approved by the Owner. Payments will be made on the basis of ninety five percent (95%) of the approved statement. No retainage, however, shall be withheld for reimbursable expenses.

§ 9.5.1.5 Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Consultant is required to report payments received from the Owner and amounts paid to sub-consultants. Sub-consultants will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Consultant or any sub-consultant, the only requirement is to become a registered user and complete the one hour webinar training. The Owner will enter the Consultant's contract, and the Consultant will enter all sub-consultants, including both TBE/DBE and non-TBE/DBE firms.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement, in all instances and regardless of the jurisdiction, forum, court, or other tribunal shall be governed and interpreted in accordance with the laws of the State of Wisconsin, Exclusive Jurisdiction and venue for any dispute relating to this Agreement shall reside in the Circuit Court of Milwaukee County, WI. The parties agree and expressly consent to the exercise of personal jurisdiction in said court in connection with such dispute.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. The Owner reserves the right to assign the Contract or Service Order without written consent of the other Party, provided that the assigned entity assumes the Owner's rights and obligations under the Contract Documents. The Consultant shall execute all consents reasonably required to facilitate such assignment. No assignment by the Consultant shall be binding on the Owner without written consent and agreement of the Owner.

§ 10.4 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 With the Owner's prior written approval, the Consultant shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Projects to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

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§ 10.7 If the Consultant or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties use (1) AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or (2) another format as proposed in Attachment B – Consultant's Design Proposal and agreed by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in (1) AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or (2) another format as proposed in Attachment B – Consultant's Design Proposal and agreed by the parties, and the requisite (1) AIA Document G202™–2013, Project Building Information Modeling Protocol Form or (2) another format as proposed in Attachment B – Consultant's Design Proposal and agreed by the parties, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### § 10.10 ACCOUNTING RECORDS; RIGHT TO AUDIT

§ 10.10.1 Rights of access and audit. The Consultant, 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 Consultant related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Consultant. 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. The Consultant 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 General Ordinances.

§ 10.10.2 Regardless of the time when the audit is conducted, and in conjunction with section 10.10.1, if the audit determines overcharges by Consultant, Consultant shall repay Owner the amount of said overcharges.

#### ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

#### ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Consultant.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

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- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Consultant
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Master Agreement.)*

- .3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Master Agreement.)*

- Attachment A – Request for Qualifications
- Attachment B – Consultant’s Statement of Qualifications
- Attachment C – Certificate of Insurance and Endorsements
- Attachment D – Targeted Business Enterprise (TBE) Requirements
- Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule
- Attachment F – Guideline for Reimbursable Expenses
- Attachment G – Required Invoice Format
- Attachment H – NOT USED
- Attachment I –NOT USED
- Attachment J – NOT USED
- Attachment K – NOT USED
- Attachment L –NOT USED

- .4 Other documents:  
*(List other documents, if any, forming part of the Master Agreement.)*

This Master Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
CONSULTANT *(Signature)*

Tom Petersen, PE #31637

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

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## **Additions and Deletions Report for AIA<sup>®</sup> Document B121<sup>™</sup> – 2018**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:29:21 ET on 10/23/2023.

### **PAGE 1**

**AGREEMENT** made as of the 23rd day of October in the year 2023

...

Sean Hayes, Director  
Architecture, Engineering & Environmental Services  
Milwaukee County: DAS – Facilities Management  
sean.hayes@milwaukeecountywi.gov

and the ~~Architect~~Consultant:  
*(Name, legal status, address, and other ~~information~~)information*  
Tom Petersen, Principal  
Harwood Engineering Consultants  
255 N 21<sup>st</sup> Street  
Milwaukee, WI 53233  
Tom.petersen@hecl.com

The Owner and ~~Architect~~Consultant agree as follows.

### **PAGE 2**

### **3 ARCHITECT'S CONSULTANT'S RESPONSIBILITIES**

...

§ 1.1 This Master Agreement shall be effective for ~~one year~~three (3) years after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification.

§ 1.3 This Master Agreement will renew on an annual basis, ~~after the three (3) year period~~, for a period not to exceed two (2) additional years on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least ~~60~~sixty (60) days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

...

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NA  
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§ 1.5 The ~~Architect-Consultant~~ identifies the following representative authorized to act on the ~~Architect's-Consultant's~~ behalf with respect to this Master Agreement:

Jose Franco, Harwood Engineering

...

§ 1.5.1 In each Service Order, the ~~Architect-Consultant~~ will identify a representative authorized to act on behalf of the ~~Architect-Consultant~~ with respect to the Service Order. ~~Consultant~~ agrees that representative, as set forth in the Service Order, shall not be removed from his responsibilities on the Project without the written consent of Owner, except in the event of his death, disability or departure from the employ of Consultant. In the event, however, that if the named individual should become unavailable to serve as in his noted capacity, any subsequent person selected by Consultant for this Project must be approved by Owner.

§ 1.5.2 The Consultant acknowledges that Owner may retain an independent party to assist Owner during the Project and to serve as "Owner's Representative", with respect to the Project. The Consultant shall cooperate and work with Owner's Representative designated by the Owner.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or ~~Architect-Consultant~~.

§ 1.7 If requested by the Owner, the Consultant shall endeavor to specify or provide sustainable design materials that are preapproved by Owner to insure the promotion of green environments when appropriate. Through the Schematic Design Phase, Consultant shall identify alternatives and provide cost inputs that would allow the Project to meet LEED Silver criteria. If the Owner identifies a Sustainable Objective within a Service Order, the Owner and Consultant shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, or similar document agreed by the parties, into the Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017, or similar document agreed by the parties, is incorporated into the Agreement, the Owner and Consultant shall incorporate the completed E204-2017, or similar document agreed by the parties, into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.8 Consultant hereby represents, and certifies to Owner that Consultant is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that Consultant will visit the site for the Project as defined in the Service Order and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed; and that Consultant will correlate its observations of same with all of the requirements of this Agreement and shall correlate its observations of same with the Construction Contract Documents.

§ 1.9 Consultant hereby represents and warrants to Owner the following:

§ 1.9.1 That Consultant is authorized to do business in the State of Wisconsin and properly licensed/registered by all necessary governmental and public and quasi-public authorities having jurisdiction over him and the services required hereunder and the Project itself.

§ 1.9.2 That Consultant's execution of this Agreement and its performance thereof is within its duly authorized powers.

§ 1.9.3 Consultant agrees said representations and warranties in this Section 1.9 shall survive the execution and delivery of this Agreement.

§ 1.10 The Owner and the Consultant shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.11 The Contract Documents are intended to be complementary and what is required by one is required by all. To the extent that any provision of the Contract Documents directly conflicts with this Agreement, the terms of this Agreement shall control.

§ 1.12 The Consultant shall be professionally responsible for Services performed under this Agreement. The Consultant may not subcontract out any portion of its duties or responsibilities to any other party except with the express written approval of the Owner. The authorization, if any, to subcontract any duties or responsibilities shall not relieve the Consultant of professional or contractual responsibility for any Services performed or delivered under this Agreement.

**PAGE 4**

§ 2.2 The ~~Architect-Consultant~~ may decline to accept any Service Order issued by the Owner.

§ 2.3 The ~~Architect-Consultant~~ shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and ~~Architect-Consultant~~ may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the ~~Architect's-Consultant's~~ Services; state the ~~Architect's-Consultant's~~ compensation; and list the attachments and exhibits incorporated by reference.

**ARTICLE 3 — ARCHITECT'S RESPONSIBILITIES**

**ARTICLE 3 CONSULTANT'S RESPONSIBILITIES**

§ 3.1 The ~~Architect-Time~~ is of the essence for all of Consultant's services. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by ~~architects-consultants~~ practicing in the same or similar locality under the same or similar circumstances. The ~~Architect-Consultant~~ shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a ~~Service Agreement-Agreement and in such manner so that no aspect of the most current Project Schedule approved by Owner is delayed, unless delay is caused by circumstances beyond the Consultant's control.~~

§ 3.2 Except with the Owner's knowledge and consent, the ~~Architect-Consultant~~ shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the ~~Architect's Consultant's~~ professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The ~~Architect-Consultant~~ shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the ~~Architect-Consultant~~ normally maintains, the Owner shall pay the ~~Architect-Consultant~~ as set forth in Section 9.4.

...

.1 [Intentionally Deleted]

.2 [Intentionally Deleted]

.3 [Intentionally Deleted]

.4 [Intentionally Deleted]

§ 3.3.5 Insurance & Proof of Financial Responsibility for Claims. Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort as respect damage to persons or property and third parties in such coverage and amounts as required and approved by the Owner's Risk Manager. Furnish acceptable proof of such coverage to the Owner's Risk Manager prior to services commenced under this Agreement.

§ 3.3.6 Provide evidence of the following coverage and minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
-------------------------	-----------------------



<u>Type of Coverage</u>	<u>Minimum Limits</u>
<u>Wisconsin Workers Compensation</u>	<u>Statutory (Waiver if Subrogation for Worker Comp by Endorsement)</u>
<u>Employers Liability &amp; Disease USL&amp;H and All States Endorsement</u>	<u>\$100,000/\$500,000/\$100,000</u>
<u>General Liability</u>	<u>\$5,000,000 Per Occurrence (name the Owner as additional insured in the general liability policy by endorsement)</u>
<u>Bodily Injury &amp; Property Damage to include personal injury, fire, legal, products and complete operations Contractual Liability and X, C &amp; U</u>	<u>\$5,000,000 Aggregate</u>
<u>Architects &amp; Engineers Professional Liability &amp; Errors &amp; Omissions (Refer to section 3.3.6 for additional conditions)</u>	<u>\$2,000,000 Per Occurrence</u>
<u>Environmental Impairment Insurance</u>	<u>\$1,000,000 Aggregate Minimum (Unless not required)</u>
<u>Automobile Liability</u>	<u>(Name the Owner as an Additional Insured in the automobile policy by endorsement)</u>
<u>Bodily Injury &amp; Property Damage All Autos</u>	<u>\$1,000,000 Per Accident</u>

Note: Consultants performing work on the secured air side at Milwaukee Mitchell International Airport and Timmerman Field shall maintain at least \$5,000,000 Auto & Commercial General Liability Limits. This can be satisfied through a combination of Auto and Umbrella, and General Liability and Umbrella Limits.

§ 3.3.7 Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, name Owner as an additional insured in the general liability and automobile policy as their interests may appear as respects services provided in this Agreement. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Owner shall be provided. Afford Owner thirty (30) day written notice of cancellation or non-renewal.

§ 3.3.8 Place insurance specified above with at least an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Submit deviations or waiver of required coverage or minimums in writing to Owner for approval as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.

§ 3.3.9 The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the Owner.

#### § 3.3.10 Professional Liability – Additional Provisions

§ 3.3.10.1 Provide additional information on professional liability coverage as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims-made, occurrence; discovery clause conditions; and effective, retroactive, and expiration dates, to Owner as requested to obtain approval of coverage as respects this section.

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§ 3.3.10.2 Be responsible for the accuracy of the services performed under this Agreement and promptly make necessary revisions or corrections to services resulting from negligent acts, errors or omissions without additional compensation.

§ 3.3.10.3 Give immediate attention to these revisions or corrections to prevent or minimize delay to Project schedule.

§ 3.3.10.4 Be responsible to the Owner for losses or costs to repair or remedy as a result of Consultant's negligent acts, errors or omissions.

§ 3.3.10.5 It is understood and agreed that coverage which applies to services inherent in this Agreement will be extended for two (2) years after completion of work contemplated in this Project if coverage is written on a claims-made basis.

§ 3.3.10.6 Deviations and waivers may be requested in writing based on market conditions to Owner. Approval shall be given in writing of any acceptable deviation or waiver to the Consultant prior to the Consultant effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Consultant.

§ 3.3.10.7 Obtain information on the professional liability coverage of subconsultants and/or subcontractors in the same form as specified above for review by Owner.

~~2~~ — Automobile Liability § 3.3.11 Insurance exceeding the requirements set forth in section 3.3, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 3.3.12 Upon any material change or renewal of any such policy, the Consultant shall furnish to Owner the certificates of insurance evidencing the above coverage by insurance companies reasonably satisfactory to Owner. Said policies shall provide that they cannot be modified or cancelled without at least thirty (30) days prior written notice to the Owner. The Consultant shall be responsible for all deductibles.

~~3~~ — Workers' Compensation § 3.3.13 All policies required, except professional Liability Insurance and Workers Compensation Insurance, shall be endorsed to include waivers of subrogation in favor of the Owner to the extent permitted by the Consultant's insurance company.

§ 3.3.14 Any type of insurance or any increase in limits of liability not described in this Agreement that the Consultant requires for its own protection or on account of any statute, rule or regulation, shall be its own responsibility and at its own expense.

~~4~~ — Professional Liability § 3.3.15 The carrying of any insurance required by this Agreement shall in no way be interpreted as relieving the Consultant of any other responsibility under this Agreement or any applicable law, statute, rule, regulation or order.

§ 3.3.16 Consultant's subconsultants, agents and subcontractors, if any shall be required to maintain policies in compliance with this Article 3, unless otherwise approved in writing by the Owner. The Consultant's required certification of insurance and endorsements is included as Attachment C.

§ 3.4 The ~~Architect-Consultant~~ shall coordinate its services with those services provided by the Owner and the Owner's consultants. The ~~Architect-Consultant~~ shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The ~~Architect-Consultant~~ shall provide prompt written notice to the Owner if the ~~Architect-Consultant~~ becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The ~~Architect-Consultant~~ shall not be responsible for an Owner's directive or substitution made without the ~~Architect's-Consultant's~~ approval.

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§ 4.1 The ~~Architect-Consultant~~ may provide Additional Services after execution of a Service Order Agreement without invalidating the Service Agreement. Except for services required due to ~~the fault of the Architect, any (a) any negligent error or omission of the Consultant or Consultant’s subconsultants; (b) any breach of this Agreement by the Consultant; or (c) uncertainties or errors in the Contract Documents.~~ Any Additional Services provided in accordance with this ~~Article 4 Section 4.1~~ shall entitle the ~~Architect-Consultant~~ to compensation pursuant to Section ~~9.3.9.3~~ at hourly billing rates.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, and provided such additional services are not the result of ~~a) any negligent error or omission of the Consultant or Consultant’s subconsultants; (b) any breach of this Agreement by the Consultant; or (c) uncertainties or errors in the Contract Documents,~~ as they relate to the services provided pursuant to the Service Order, the ~~Architect Consultant~~ shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The ~~Architect-Consultant~~ shall not proceed to provide the following Additional Services until the ~~Architect Consultant~~ receives the Owner’s written authorization:

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- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized ~~recipients;~~ recipients unless required in **Attachment A – Request for Proposal;**
- .6 Preparation of design and documentation for significant alternate bid or proposal requests proposed by the Owner;
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~ [Intentionally Deleted]
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the ~~Architect-Consultant~~ is party thereto;

...

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- .11 Assistance to the Initial Decision Maker, if other than the Consultant.

§ 4.3 Duties, responsibilities and limitations of authority of the Consultant under Article 3 shall not be restricted, modified or extended without written agreement of the Owner and Consultant with consent of the Contractor, which consent will not be unreasonably withheld.

§ 4.4 Notwithstanding anything to the contrary in this Agreement, Owner shall have no obligation to pay Consultant for any Additional Services unless, prior to performing same, (a) Consultant notifies Owner in writing of the services it intends to perform, the reasons therefor and the cost of such services, and (b) Owner agrees in writing to such services and the cost therefor. If Consultant fails to comply with the foregoing procedure, such services shall be deemed to be Basic Services under this Agreement. In addition, Owner shall have no obligation to pay Consultant for any Additional Services if such services result from the errors, omissions or negligence of Consultant or the failure of Consultant to perform in accordance with the terms of this Agreement. Consultant acknowledges that Basic Services shall include all of Consultant’s services performed in connection with the Project prior to the date hereof and that none of such services shall be considered Additional Services.

...

§ 5.2 The Owner shall render decisions and approve the ~~Architect’s-Consultant’s~~ submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the ~~Architect’s-Consultant’s~~ services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the ~~Architect.~~ Upon the ~~Architect’s~~ request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the ~~Architect~~ to furnish them as an Additional Service, when the ~~Architect~~ requests such services and demonstrates that they are reasonably required by the scope of the Service Order. ~~Consultant.~~ The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.4** ~~The~~ Except as otherwise provided in this Agreement, the Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement. This term shall not create a duty on part of the Owner to provide such services for the benefit of any other Project team member.

**§ 5.5** The Owner shall provide prompt written notice to the ~~Architect~~ Consultant if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the ~~Architect's~~ Consultant's Instruments of Service.

**§ 5.6** Within ~~15~~ fifteen (15) days after receipt of a written request from the ~~Architect~~ Consultant, the Owner shall furnish the requested information as necessary and relevant for the ~~Architect~~ Consultant to evaluate, give notice of, or enforce lien rights.

**§ 5.7** Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Consultant's consultants through the Consultant about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Consultant of any direct communications that may affect the Consultant's services.

**§ 5.8** The Owner shall provide the Consultant access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Consultant access to the Work wherever it is in preparation or progress.

**§ 6.1** ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.~~ [Intentionally Deleted]

**§ 6.2** ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~ [Intentionally Deleted]

**§ 6.3** ~~The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.~~ [Intentionally Deleted]

**§ 6.3.1** ~~In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.~~ [Intentionally Deleted]

**§ 6.4** ~~Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~ [Intentionally Deleted]

**§ 6.5** ~~Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.~~~~[Intentionally Deleted]~~

**§ 6.6** Upon completion of the Project or upon termination of this Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Consultant has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the Owner. Therefore, any reports, information and data, given to or prepared or assembled by Consultant under this Agreement shall not be made available to any individual or organization by Consultant without the prior written approval of the Owner (see Attachment I – Record Documents). 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 Consultant.

**§ 6.7** Consultant further understands that oral and written communications with Owner regarding Consultant’s services under this Agreement are confidential. No aspect of Consultant’s services may be discussed with any individual or organization other than Owner, unless Consultant receives prior written authorization from Owner for such discussion.

**§ 6.8** If Consultant’s services are terminated prior to completion of the Project, Owner will indemnify and hold Consultant and Consultant’s subconsultants harmless for costs or claims for damages arising out of use the of incomplete documents, interpretation, revision, alteration, or omission to the documents which are not made by Consultant or subconsultants. Should Owner reuse documents, created by Consultant, the seals and certifications of Consultant and subconsultants shall be invalid, shall not be used and shall be deleted and Owner will indemnify and hold Consultant and Consultant’s subconsultants harmless for cost or claims for damages arising out of the reuse of the documents.

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**§ 7.1.1** ~~The Owner and Architect-Consultant shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10-ten (10) years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect-Consultant completes its services under the Service Agreement. The Owner and Architect-Consultant waive all claims and causes of action not commenced in accordance with this Section 7.1.1.~~

**§ 7.1.2** ~~To the extent damages are covered by recovered under property insurance, the Owner and Architect-Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner or the Architect-Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

**§ 7.1.3** ~~The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of a Service Agreement, except as specifically provided in Section 8.6.~~~~[Intentionally Deleted]~~

**§ 7.2 Mediation**

**§ 7.1.4** The Consultant shall indemnify, defend and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement.

**§ 7.2 Informal Dispute Resolution and Mediation**

**§ 7.2.1** Any Prior to Mediation, principals from the Owner and Consultant, not directly involved in the day-to-day management of the Project shall meet to resolve any disputes in an equitable manner. This meeting shall occur within



ten (10) days of the time that one of the parties provides notification to the other party of necessity of such meeting. If the claim, dispute or other matter is not resolved through this method within ten (10) days of the meeting, then, any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's Consultant's services, the Architect-Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 7.2.2** The Owner and Architect-Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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[  ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction. Litigation or arbitration as decided by Owner, acting in its sole and absolute discretion, when the dispute arises. If chosen, litigation to be held in the Circuit Court of Milwaukee County, WI

...

**§ 7.3.1** ~~If the parties have~~ Owner has selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

...

**§ 7.3.4 Consolidation or Joinder [Intentionally Deleted]**

~~§ 7.3.4.1~~ ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 7.3.4.2~~ ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 7.3.4.3~~ ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.~~

~~§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.~~

~~§ 8.1 If the Owner fails to make payments to the Architect-Consultant in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's-Consultant's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect-Consultant elects to suspend services, the Architect Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect-Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect-Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's Consultant's services. The Architect's-Consultant's fees for the remaining services and the time schedules shall may be equitably adjusted.~~

~~§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect-Consultant shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect-Consultant shall be compensated for expenses incurred in the interruption and resumption of the Architect's-Consultant's services. The Architect's-Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90-ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect-Consultant, the Consultant may terminate the Service Agreement by giving not less than seven (7) days' written notice.~~

~~§ 8.4 Either party may terminate a Service Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.~~

~~§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven (7) days' written notice to the Architect-Consultant for the Owner's convenience and without cause.~~

~~§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect-Consultant, the Consultant shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's-Consultant's termination of consultant agreements.~~

~~§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~\_\_\_\_\_~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~\_\_\_\_\_~~

~~[Intentionally Deleted] § 8.8 [Intentionally Deleted]~~

~~§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.~~



§ 8.9 The Owner's rights to use the ~~Architect's-Consultant's~~ Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

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§ 9.1 The Owner shall compensate the ~~Architect-Consultant~~ for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the ~~Architect-Consultant~~ and the ~~Architect's-Consultant's~~ consultants, if any, are set forth below. The rates shall be adjusted in accordance with the ~~Architect's and Architect's-Consultant's and Consultant's~~ consultants' normal review practices.

...

See Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule

...

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the ~~Architect for~~ Consultant for approved Additional Services designated in Article 4 as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly, Not-to-Exceed rates as set forth in Attachment E - Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule as updated from time to time by the Consultant and approved by the Owner

**Additional Services Rate Itemization**

The form on which the Additional Services Rate Itemization is reported and approved is included as **Attachment E** (by Consultant and subconsultants).

On Attachment E list staff by name, including clerical staff, who will be assigned to the Project.

"Overhead Rate" (Overhead Factor less profit) contained within the Overhead Factor submitted by Consultant and each subconsultant shall be Federal Acquisition Regulation ("FAR") (48 CFR 1-31) audit certified. Provide a copy of the most recent auditor's report for each rate.

If Consultant or subconsultant does not possess a FAR audit certified rate then each shall submit as Attachment E-2 their proposed rate, for the fiscal year, with identification of the accounting method used and certification that the proposed rate contains only those indirect costs proper and appropriate for the type of professional services sought by this Agreement. It is understood and agreed that no direct charge will be made for labor or expenses included in the Overhead Factor.

"Overhead Factor" and the "Principal's Flat Rate" shall include but are not limited to reimbursement of the following:

<u>Social Security</u>	<u>General Office Expenses</u>
<u>Vacation, Holiday &amp; Sick Pay</u>	<u>Dues &amp; Subscriptions</u>
<u>Pension &amp; Personal Insurance Plans</u>	<u>Profit</u>
<u>Local Telephone &amp; Fax Service</u>	<u>Registration Fees</u>
<u>Insurance</u>	<u>Legal &amp; Accounting Expenses</u>
<u>Postage &amp; Shipping</u>	<u>Auto Expenses, Parking</u>
<u>Taxes</u>	<u>Travel Costs to locations within a 100 mile radius of Milwaukee</u>
<u>Office &amp; Drafting Supplies</u>	<u>Meals</u>
<u>Repairs &amp; Maintenance</u>	<u>Use of CAD Equipment &amp; Systems (including drawing plots)</u>
<u>Selling Expense</u>	<u>Miscellaneous Overhead</u>
<u>General Advertising</u>	<u>Office Utilities</u>

For personnel changes during the term of this Agreement submit a new **Attachment E-1** within sixty (60) days of adding or deleting staff used or permanent classification changes. In case of added personnel or classification changes, the new "Direct Salary Rate/Hour" will not increase more than 10 percent (10%) above the rate previously listed for the specific classification being replaced.

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§ 9.4.1 Reimbursable Expenses are in addition to compensation for the ~~Architect's Consultant's~~ professional services and include expenses incurred by the ~~Architect Consultant~~ and the ~~Architect's Consultant's~~ consultants directly related to a Service Agreement, as follows:

- ~~.1 — Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 — Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 — Printing, reproductions, plots, and standard form documents;~~
- ~~.5 — Postage, handling, and delivery;~~
- ~~.6 — Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Agreement as set forth in Attachment F – Guidelines for Reimbursable Expenses and shall not exceed the amount established in Attachment B - Consultant's Design Proposal.~~
- ~~.7 — Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 — If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;~~
- ~~.9 — All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 — Site office expenses; and~~
- ~~.11 — Other similar Project related expenditures. .1 [Intentionally Deleted].2 [Intentionally Deleted].3 [Intentionally Deleted].4 [Intentionally Deleted].5 [Intentionally Deleted].6 [Intentionally Deleted].7 [Intentionally Deleted].8 [Intentionally Deleted].9 [Intentionally Deleted].10 [Intentionally Deleted].11 [Intentionally Deleted].~~

~~§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant and the Consultant's consultants plus zero percent ( 0 %) of the expenses incurred as set forth Attachment F – Guidelines for Reimbursable Expenses.~~

~~§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus — percent ( — %) of the expenses incurred.~~

~~§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement. [Intentionally Deleted]~~

~~§ 9.5 Payments to the Architect~~

~~§ 9.5 Payments to the Consultant~~

~~§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. performed as set forth in Attachment G – Required Invoice Format. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( — ) days after the invoice date Consultant's invoice which shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to the Agreement or any other supporting documentation requested by Owner. Except for documentation specifically required by Attachment G – Required Invoice Format, all other supporting documentation shall not be submitted but shall be clearly identified and readily accessible. Amounts unpaid thirty ( 30 ) days after the invoice is received by the Owner with the required supporting documentation shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect Consultant.~~

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%

Payment due and unpaid under Contract Documents shall bear interest at rate specified in Wisconsin Statutes 71.82 (1) (a) compounded monthly.

~~§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.~~

~~[Intentionally Deleted]~~

~~§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times provided as set forth in Attachment G – Required Invoice Format.~~

§ 9.5.1.4 Owner will make payments to Consultant within thirty (30) days of invoice approval on the basis of monthly billings prepared by the Consultant and approved by the Owner. Payments will be made on the basis of ninety five percent (95%) of the approved statement. No retainage, however, shall be withheld for reimbursable expenses.

§ 9.5.1.5 Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Consultant is required to report payments received from the Owner and amounts paid to sub-consultants. Sub-consultants will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Consultant or any sub-consultant, the only requirement is to become a registered user and complete the one hour webinar training. The Owner will enter the Consultant's contract, and the Consultant will enter all sub-consultants, including both TBE/DBE and non-TBE/DBE firms.

...

~~§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3. This Agreement, in all instances and regardless of the jurisdiction, forum, court, or other tribunal shall be governed and interpreted in accordance with the laws of the State of Wisconsin. Exclusive Jurisdiction and venue for any dispute relating to this Agreement shall reside in the Circuit Court of Milwaukee County, WI. The parties agree and expressly consent to the exercise of personal jurisdiction in said court in connection with such dispute.~~

...

~~§ 10.3 The Owner and Architect, Consultant, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Contract or Service Order without written consent of the other Party, provided that the assigned entity assumes the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment. The Consultant shall execute all consents reasonably required to facilitate such assignment. No assignment by the Consultant shall be binding on the Owner without written consent and agreement of the Owner.~~

~~§ 10.4 If the Owner requests the Architect-Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Architect-Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect-Consultant to execute consents reasonably required to facilitate assignment to a lender, the Architect-Consultant shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect-Consultant for review at least 14 days prior to execution. The Architect-Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.~~

~~§ 10.5 Unless otherwise required in a Service Agreement, the Architect-Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

**§ 10.6** ~~The Architect~~ With the Owner's prior written approval, the Consultant shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the ~~Architect's Consultant's~~ promotional and professional materials. The ~~Architect-Consultant~~ shall be given reasonable access to the completed Projects to make such representations. However, the ~~Architect's Consultant's~~ materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the ~~Architect Consultant~~ in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the ~~Architect-Consultant~~ in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

**§ 10.7** If the ~~Architect-Consultant~~ or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

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**§ 10.9** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will use (1) AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, Exhibit or (2) another format as proposed in Attachment B – Consultant's Design Proposal and agreed by the parties,~~ to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 10.9.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in (1) AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite Exhibit or (2) another format as proposed in Attachment B – Consultant's Design Proposal and agreed by the parties, and the requisite (1) AIA Document G202™-2013, Project Building Information Modeling Protocol Form, Form or (2) another format as proposed in Attachment B – Consultant's Design Proposal and agreed by the parties, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### **§ 10.10 ACCOUNTING RECORDS; RIGHT TO AUDIT**

**§ 10.10.1** Rights of access and audit. The Consultant, 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 Consultant related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Consultant. 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. The Consultant 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 General Ordinances.

**§ 10.10.2** Regardless of the time when the audit is conducted, and in conjunction with section 10.10.1, if the audit determines overcharges by Consultant, Consultant shall repay Owner the amount of said overcharges.

...

**§ 12.1** This Master Agreement represents the entire and integrated agreement between the Owner and the ~~Architect Consultant~~ and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and ~~Architect-Consultant~~.

**PAGE 15**

- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect/Consultant

...

*(Clearly identify any other exhibits incorporated into this Master Agreement.)*

Attachment A – Request for Qualifications

Attachment B – Consultant’s Statement of Qualifications

Attachment C – Certificate of Insurance and Endorsements

Attachment D – Targeted Business Enterprise (TBE) Requirements

Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule

Attachment F – Guideline for Reimbursable Expenses

Attachment G – Required Invoice Format

Attachment H – NOT USED

Attachment I –NOT USED

Attachment J – NOT USED

Attachment K – NOT USED

Attachment L –NOT USED

...

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**ARCHITECT/CONSULTANT** *(Signature)*

Tom Petersen, PE #31637

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:29:21 ET on 10/23/2023 under Order No. 4104244467 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ – 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

# Milwaukee County



## Department of Administrative Services

**Architecture, Engineering & Environmental Services  
633 W. Wisconsin Ave., Suite 1000  
Milwaukee, Wisconsin 53203**

REQUEST FOR QUALIFICATIONS  
FOR

Milwaukee County Generalize Lighting Consultant

PROJECT NO. WT011401

July 2023



To All Interested Consultants,

Project: MKE County Generalized Lighting Consultant  
Project No. WT011401

Subject: Request for Qualifications (R.F.Q.)

Milwaukee County Department of Administrative Services is requesting proposals for professional consulting services to manage the planning, design, bidding, and construction administration for all Milwaukee County Lighting Improvement Projects.

## I. **Background and General Project Description**

### **Milwaukee County Generalized Lighting Consultant**

Milwaukee County Department of Administrative Services is looking to hire a design consultant to serve as their Generalized Lighting Consultant to manage the design for all lighting upgrade projects within Milwaukee County.

The scope of work for the Generalized Lighting Consultant shall be to act as Milwaukee County's primary lighting project designer. When Milwaukee County approves projects that fall under the lighting improvement scope, a Service Order Request shall be submitted to the Generalized Lighting Consultant for pricing. The specific scope of work and fee associated shall be negotiated on a project-by-project basis. After pricing is received and agreed upon, and the administrative award has been executed, the Generalized Lighting Consultant shall plan, design, bid, and provide construction administration services through closeout of the project.

The General Lighting Consultant shall be qualified to handle the assessment, design, and construction oversight, including but not limited to the following:

- a. Assessment and Inspection of Existing Lighting Systems and Infrastructure
- b. Lighting Studies Including Photometrics
- c. Lighting System Cost Estimating
- d. Plan/Code Review
- e. Permitting
- f. Electrical Design Related to Lighting Systems.
- g. Lighting Systems Related to Smart Buildings - IOT.
- h. Indoor and Outdoor Lighting
- i. Sports Facility Lighting
- j. Structural/Mounting Design for Various Fixture Types
- k. Lighting Controls
- l. Low and High Voltage Lighting
- m. Energy Modeling

Some services listed below in this RFQ may not be required for every project that the General Lighting Consultant is engaged on, and Milwaukee County reserves the right to initiate

additional procurement action for any of the services included in this RFQ. Additional services not listed below may also be required based on the project specific requirements.

Milwaukee County requires Targeted Business Enterprise (TBE) participation for projects that are locally funded and requires Disadvantaged Business Enterprise (DBE) participation for projects that include federal funding. The selected consultant shall be required to be able to meet the TBE and DBE requirements of 17% for design services, which can be obtained directly through the consultant's TBE/DBE status or their subconsultant's TBE/DBE status. Diversity of participation, including MBE (Minority-Owned Business Enterprise) and WBE (Women-Owned Business Enterprise), is encouraged.

Milwaukee County will deem the selected consultant team qualified to perform these services for a period of two years from notice of selection with the opportunity to extend in one year increments a third, fourth, and fifth year if mutually agreeable to both parties.

A list of all current anticipated lighting projects that would be managed by the Generalized Lighting Consultant has been attached to this RFQ as Attachment 1. Milwaukee County shall have the right to solicit additional proposals for the projects listed in Attachment 1 and the Generalized Lighting Consultant shall not be guaranteed the work for projects listed in Attachment 1.

#### 1. General Scope Requirements

- a. Perform written analysis of existing lighting for each project and provide recommendations for replacement and reuse of existing fixtures and electrical services. Verify electrical service requirements for each individual project and modifications are required.
- b. Perform code reviews and reviews of existing conditions to identify any required upgrades that are needed as part of the project.
- c. Provide project schedule outlining critical milestone dates including Owner required items.
- d. Provide agency coordination and permit applications for required plan reviews and permits. Investigate, develop, and incorporate into the planning and construction documents elements necessary to comply with permit conditions.
- e. Include due diligence related to historic designation for any projects where applicable.
- f. Perform design and final cost estimating services with best efforts to have construction cost estimates completed before the nearest deadline for Milwaukee County Capital Request periods (April 30th of each year).
- g. Work with Milwaukee County's Office of Sustainability to apply and obtain Focus on Energy and/or other energy incentives for each individual project when feasible.
- h. Work with any Milwaukee County department to establish project requirements. Requirements will be outlined in each individual Service Order.

- i. Engage additional subconsultants as required in order to meet the needs for each individual project.
    - j. Throughout all phases of the project, coordinate with service providers for any electrical needs at each individual project.
  2. Design Development and Construction Document Preparation
    - a. Complete review of all existing project information
    - b. Schedule, attend, and facilitate a project design kickoff meeting. The consultant shall be prepared to attend meetings based on the requirements set forth within the individual project's Service Order Request to review the project status with their design team and the work group as necessary to address planning and design issues. The consultant shall prepare agendas and issue meeting minutes for all design meetings.
    - c. Coordinate impacts to Milwaukee County staff – construction access, staging, temporary equipment relocation, scheduling around events, etc.
    - d. Complete construction documents for bidding and construction. All work must conform to all required codes and ordinances.
    - e. Complete technical specifications in CSI format for inclusion in the Milwaukee County assembled project manual. Prepare the schedule of prices for the bid for electronic bidding. Bid form template will be provided to County.
    - f. Assist with Front End specification development (Division 00 and 01). This an activity led by other and providing input as requested is all that is required for this scope.
    - g. Review required submittals with Milwaukee County and establish which items must be reviewed and approved by Milwaukee County prior to bidding.
    - h. Submit design documentation to Authorities Having Jurisdiction (AHJ) as necessary.
    - i. Complete final pre-bid probable construction cost estimate to be used for Milwaukee County's Capital request for Construction funding.
3. Bidding Phase Services
  - a. Provide services during bidding to answer any questions from bidders related to the project bid documents.
  - b. Assist the Owner in obtaining bids and issue addenda as necessary.
  - c. Attend pre-bid meetings as required.
4. Construction Administration Services

- a. Provide review of shop drawings, RFIs, and submittals from the contractor.
- b. Review required submittal identified in Section 2g above with Milwaukee County prior to approval.
- c. Review and provide recommendation for contractor progress payment and coordinate with Milwaukee County's Project Manager.
- d. Review and provide recommendation for all contractor change order requests and coordinate recommendation with Milwaukee County's Project Manager.
- e. A project manager from Milwaukee County shall be assigned to manage each individual project. The selected consultant shall attend meetings with the Milwaukee County customer department and the Project Manager on a basis set forth in the individual project Service Order Request.
- f. The selected consultant shall be required to conduct periodic site visits with associated observation reports to keep the county informed about the progress and quality of the work completed and determine if the work being performed is in accordance with the contract documents.
- g. Conduct a final inspection of work for each phase and prepare a "punch list" of items to be completed, modified, and or corrected prior to Owner's acceptance of the project. The consultant shall be required to verify that all items on the "punch list" have been completed to the Owner's satisfaction.
- h. Issue certificate of substantial completion (AIA G704 certificate).
- i. Prepare final closeout documentation as required.

II. **Scope of Consultant Services:** The successful consultant shall provide all services as specified per the standard terms and conditions of the Milwaukee County AIA Master Agreement B121 and B221. A copy shall be included as part of this RFQ as Attachment 2.

III. **Quality Control**

1. Milwaukee County reserves the right to request partial or full reimbursement from consultants for change orders resulting from errors and omissions in the services they are contracted to provide.

IV. **Project Schedule**

RFP Issuance

- |  |                                    |
|--|------------------------------------|
| 1. July 7, 2023  | Issue Request for Qualifications.  |
| 2. July 17, 2023 from 10am-11am<br><a href="#">Click this Link to Join the Meeting</a> | Optional Pre-Bid Meeting (Virtual) |
| 3. July 20, 2023   | Questions Due                      |
| 4. July 21, 2023   | Answers Published as Addendum      |

5. July 27, 2023

RFP Due by 4:00pm CST.

Proposed Evaluation

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| 1. Aug. 7, 2023 – Aug. 11, 2023   | Interviews (if necessary)        |
| 2. Aug. 14, 2023 – Aug. 25, 2023  | Anticipated Administrative Award |
| 3. Aug. 28, 2023 – Sept. 15, 2023 | Anticipated Contract Execution   |
| 4. Sept. 18, 2023                 | Anticipated Notice to Proceed    |

V. **Related Work by Others**

1. The County will complete the front end/boiler plate sections of the project manual, incorporate the Consultant's technical specification sections and assemble the project manual for each project managed by the Generalized Lighting Consultant.
2. The County may provide topographic survey information to be used for design purposes. The County will also survey additional areas if determined necessary to complete the design scope.
3. Milwaukee County will provide all available utility drawings of County owned and maintained utilities within the area. The Consultant is responsible for contacting other utilities and municipalities for utility information as needed.

VI. **Submission Requirements:** The proposal shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines (see Attachment 3). The proposal shall include the following information:

1. **Cover Page:** Include project number and name, project location, consultant's name, address, telephone number, FAX number, e-mail address, proposal date, etc.
2. **Table of Contents:** Include an identification of the material by section and page number.
3. **Letter of Transmittal:** The name and description of the organization submitting the proposal briefly stating the proposer's understanding of the service to be provided.
4. **Description of the Organization:** A description of the organization submitting the proposal. Include the name, size, legal status (corporation, partnership, etc.), professional registration/certification, major type of activity or areas of consulting.
5. **Description of the Organization's Experience:** Include a list of similar projects that the consultant has participated in during the past five years. Attach a separate sheet for each project, up to five maximum, giving a brief description of each project, the consultant's participation, and a client contact reference and phone number.
6. **Firm Capabilities:** Demonstrate firm's capabilities to perform other A/E services that may be required as an impact to a lighting project.
7. **Description of Project Team/Resumes:** Provide an organizational structure of the consultant's project team, including any subconsultants to be used for this project. Include the name of the Principal in Charge of this project along with the name, occupation and title of the Project Manager who will oversee this project.

Provide a one-page resume for each individual involved in the project, and include their name, title, address, telephone number, e-mail address, fax number, duties for the project, professional registration, a brief description of related experience including time contribution in this capacity to past projects, and Proposals.

- 8. Sub-Consultants:** Indicate 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.
- 9. Project Approach:** Provide a description of challenges you anticipate in this project and how you propose to overcome them. Discuss how you plan to staff the project to efficiently complete the work effort and the existing projects outlined in this RFP.
- 10. Constant Effort:** Include a spreadsheet/matrix listing the names, classifications, hourly rates of all personnel anticipated to be involved on the projects.
- 11. TBE Firm Goals:** The Targeted Business Enterprise (TBE) participation goal is anticipated to be 17% for projects under this RFQ. Milwaukee County will determine specific TBE goals on a per project basis and each separate contract from this RFQ will need to meet their respective project TBE goal.
  - a. Include a completed Attachment 4 (Targeted Business Enterprise Consultant Team Member TBE Status Form) in your statement of qualifications submittal.
  - b. Contact the Community Business Development Partners Office at [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov) for questions related to TBE requirements.
- 12. DBE Firm Goals:** The Disadvantaged Business Enterprise (DBE) participation goal is anticipated to be 17% for projects under this RFQ. Milwaukee County will determine specific DBE goals on a per project basis and each separate contract from this RFQ will need to meet their respective project DBE goal.
  - a. Include a completed Attachment 4 (Disadvantage Business Enterprise Consultant Team Member DBE Status Form) in your statement of qualifications submittal.
  - b. Contact the Community Business Development Partners Office at [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov) for questions related to DBE requirements.
- 13. Quality Control:** Submit a contract document quality control plan. Quality control is to be performed by individuals not assigned to the project on an ongoing basis.

## VII. Consultant Selection

1. Proposers must recognize this is not a bid procedure, and a Professional Services agreement will not be awarded solely on the basis of the low fee proposal. Milwaukee County reserves the right to accept or reject any and all proposals, issue addenda, request clarification, waive technicalities, alter the nature and/or scope of the proposed project, request additional submittals, and/or discontinue this process.

The proposal evaluation team will be made up of three to five individuals with technical knowledge of the requirements and familiarity with the project. The consultant proposals will be evaluated based on project team, experience and qualifications, project understanding, and reference checks from previous projects.

The project manager will post this RFP, as well as any addendums and other information related to this project to the Milwaukee County Construction RFP website:

<http://county.milwaukee.gov/ConstructionBidsandR23075.htm>

The consultant should consider information on this website to be part of the official RFP. Please check the site frequently. To allow time for proposal preparation, Milwaukee County will not post anything new within two days of the proposal due date.

### VIII. **General Requirements**

1. The selected consultant and/or any contractor affiliated with the prime consultant shall be prohibited from submitting bids in the construction bidding process for this project.
2. Selected consultant shall follow Milwaukee County Code of Ethics as follows: No person(s) with a personal financial interest in the approval or denial of a Contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that Contract during its consideration. Contract consideration shall begin when a Contract is submitted directly to a County department or to an agency until the Contract has reached final disposition, including adoption, County Executive action, proceeding on veto (if necessary) or departmental approval.
3. The selected consultant must be an Equal Opportunity Employer.
4. The proposal shall conform with all attached documents. All proposals should use this RFP and its attachments as the sole basis for the proposal. The issuance of a written addendum are the only official method through which interpretation, clarification or additional information will be given.
5. All costs for preparing a proposal, or supplying additional information requested by Milwaukee County, is the sole responsibility of the submitting party. Material submitted will not be returned.
6. The proposal must be submitted electronically in pdf format to [Sean.hayes@milwaukeecountywi.gov](mailto:Sean.hayes@milwaukeecountywi.gov) and [radelizzi@concrd-cc.com](mailto:radelizzi@concrd-cc.com).
7. With the signing and submission of a statement or proposal the submitting consultant certifies that the standard terms and conditions of the Agreement for Professional Services (that will be used to contract with the selected consultant) has been read and understood and that the submitting consultant is ready, willing and able to sign the agreement when requested without making any substantive changes.

Any questions regarding this RFP should be address to Sean Hayes in a written format by email at least (4) days prior to the proposal due date to the address below:

Sean Hayes – Director of Architecture, Engineering & Environmental Services  
633 West Wisconsin Avenue  
Suite 1100  
Milwaukee, Wisconsin 53203  
Sean.hayes@milwaukeecountywi.gov

Sincerely,

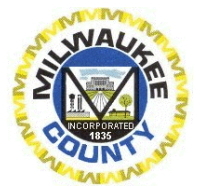
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Sean Hayes

Attachments:

1. List of Current Anticipated Projects
2. Milwaukee County AIA Master Agreement B121
3. Proposal Preparation, Submission, and Evaluation
4. Consultant Team Member TBE/DBE Status Forms





Response to Request for Qualifications

## Milwaukee County Generalized Lighting Consultant

Project No: WT011401

July 27, 2023



255 North 21<sup>st</sup> Street  
Milwaukee, WI 53233  
P (414) 475-5554  
harwood@hecl.com  
hecl.com

## 2. Table of Contents

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### 3. Letter of Transmittal

July 27, 2023

Sean Hayes  
Director of Architecture, Engineering, and Environmental Services  
633 West Wisconsin Avenue  
Suite 1100  
Milwaukee, WI 53203

**RE:** Project No: WT011401  
**Milwaukee County  
Generalized Lighting Consultant  
Multiple Locations  
Milwaukee, WI**

Dear Sean & Milwaukee County Directors and Managers:

Harwood Engineering Consultants is pleased to submit our qualifications to Milwaukee County to provide electrical engineering services for this project. We look forward to continuing to work with the County by helping the County achieve its sustainable initiatives

Our team of engineers, architects and technicians will provide you with a comprehensive set of services. Here are some reasons why we feel Harwood and Allume Architects are uniquely qualified to help the County with these proposed lighting upgrades:

**County Experience.** Harwood has a long history of projects with Milwaukee County and other nearby counties. In fact, we are wrapping up or have recently completed design of several projects in Milwaukee, Walworth and Rock Counties. Many of these projects have been a team effort with Allume, mainly for MCTS buildings and sites.

**Team Experience.** Harwood and Allume have teamed together on many projects over the last five years. Over 20 of these projects were with MCTS. These projects included assessments, department relocations, structural upgrades and a major electrical upgrade at their KK facility to accommodate their new electric buses.

**Sustainable Experience.** Later in this proposal, you will see a description of our commitment and experience regarding sustainable design. Harwood and Allume are therefore very aware of the applicable codes, available technology, incentives and equipment so we can provide you with a design that optimizes your available budget while meeting your energy goals.

**Lighting Design Experience.** Nearly all of our projects include some amount of lighting and lighting controls design. Our in-house lighting designer has worked on several new and retrofit lighting designs. He is currently working with Allume on multiple projects with Aurora Hospitals where lighting will be upgraded to LED and controls will be replaced in order to comply with current energy codes.

**Lighting Upgrade Experience.** Because ROI for upgrading from older lamp technology to LED's has been relatively quick, almost all of our renovation and remodel designs have included replacing existing lighting and controls with new LED lighting and automatic controls. Later in this proposal, we explain some of the experience and tools we gained in our work with the city of West Allis.

Sean, we are eager and ready to start on these important projects. Thank you for your time and consideration.

Sincerely,  
**HARWOOD ENGINEERING CONSULTANTS, LTD.**



Tom Petersen, PE, LEED AP  
Principal | Vice President  
Director of Electrical Engineering



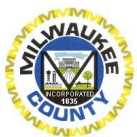
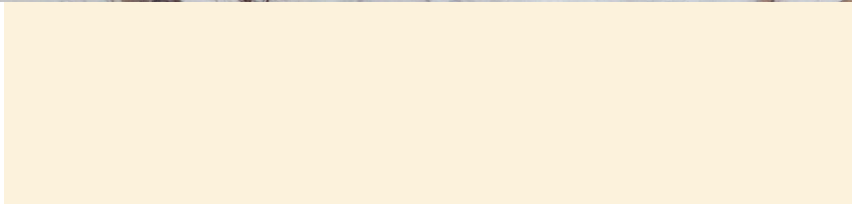
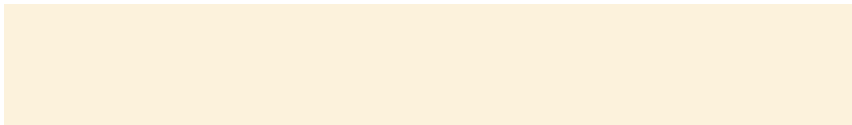


## 4. Description of Organization

### HARWOOD ENGINEERING CONSULTANTS, LTD.

255 North 21<sup>st</sup> Street  
Milwaukee, Wisconsin 53233  
P. (414) 475-5554 | [hecl.com](http://hecl.com)  
*(Main and only location for business transactions)*

<b>Employees:</b>	32	<b>FEIN No.:</b>	39-1498508
<b>Organized:</b>	1973	<b>Legal Status:</b>	Corporation
<b>Incorporated</b>	1984	<b>WI Professional</b>	2053-11
<b>Total Years In</b>	50	<b>Registration:</b>	
<b>Business:</b>			





**FIRM HISTORY**

The roots of HARWOOD ENGINEERING CONSULTANTS date back to 1924 when two engineers, Paul and John Brust, joined the 1906 architectural firm of Peter Brust, Architects. In 1938 the firm’s new name became Brust & Brust Architecture, Engineering & Planning. In 1984 the firm became Harwood Engineering. In 1989 the firm began adding additional disciplines; Electrical, Mechanical (HVAC), Plumbing and Fire Protection. In 2005 the firm added Civil Engineering, and is now a full-service engineering firm located in the Menomonee Valley in Milwaukee, Wisconsin serving the public and private sectors.

**COMPANY DIRECTORS**



**Thomas B. Olejniczak, PE, LEED AP**  
President | Principal



**Brad Seubert, PE**  
Vice President  
Director of Civil Engineering



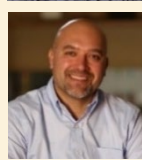
**Mary Piontkowski, PE, SE (IL)**  
Vice President  
Director of Structural Engineering



**Luke Hass, ASLA, PLA**  
Senior Associate  
Director of Landscape Architecture



**Tom Peterson, PE, LEED AP**  
Vice President | Principal  
Director of Electrical Engineering



**José Franco Jr., PE**  
Vice President | Principal  
MEP Manager



**Spencer Cook, PE**  
Vice President  
Director of Mechanical Engineering



**Scott Gemske, DE**  
Vice President  
Director of Plumbing Engineering



## Sustainable Design/LEED Certified Project Experience

Harwood Engineering Consultants, Inc. is committed to creating and delivering solutions that will ensure the long-term survival of life on Earth. Sustainability means that future generations will enjoy environmental, social and economic conditions equal to or better than those enjoyed by the present generation.



### How do we accomplish Sustainability?

Harwood develops engineering solutions that have a low impact on the environment. Our systems utilize renewable resources wherever possible. From initial design through the lifespan of the building, our goal is to lessen the environmental impact. We prioritize the effective use of natural resources, maximizing efficiency and controlling waste. In the early stages of building development, we work closely with designers to maximize the building envelope efficiency. Simple measures employed in our designs include energy recovery ventilators, LED lighting, solar hot water heating systems, photovoltaic arrays, and low-flow water fixtures. Complex measures include dedicated outside air systems with demand-controlled ventilation strategies, enhanced occupancy and daylighting controls, and high-efficiency geothermal loop heat pump heating and cooling systems.

**We have LEED-accredited professionals on staff** and have won numerous awards and recognition for our efforts to lessen the environmental impact of the buildings. Our commitment to environmental engineering features extends beyond LEED certification. ENERGY STAR® has processes and guidelines to set a performance target, measure it during design and confirm it upon construction completion. The great aspect of the ENERGY STAR® program is that it allows all team members to get involved with setting the standards and monitoring them according to those standards well after the building is occupied.

LEED Certified Projects	City	Certification
American Transmission Company Headquarters	Pewaukee	LEED_NC Gold
BMO Harris New Berlin Branch Bank	New Berlin	LEED-NC Silver
Brengel Technology Center (LEED 1.0 Pilot)	Milwaukee	LEED-NC Silver
Brengel Technology Center (LEED-EB Pilot)	Milwaukee	LEED-EB Gold
Cree Racine - Warehouse Expansion	Racine	LEED-NC v. 2009 C.
JohnsonDiversey Headquarters (LEED-EB Pilot)	Sturtevant	LEED-EB Gold
Madison Fire Station #13	Madison	LEED-NC Silver
Paul J. Olson Elementary School	Madison	LEED-NC Silver
Prairie Apartments	Milwaukee	LEED-NC Gold
Schlitz Audubon Nature Center	Bayside	LEED-NC Gold
The Brewery - Block 4 Parking Structure	Milwaukee	LEED-NC Gold
University of Wisconsin-Madison Wisconsin Institutes for Medical Research Phase II Center Tower	Madison	LEED-NC Gold

### Projects Designed to LEED Standards, but not obtain LEED Certification

Projects Designed to LEED Standards, but not obtain LEED Certification	City	Certification
SealedAir YMCA	Racine	LEED-NC Silver
Waukesha County HHS Building	Waukesha	LEED-NC Silver
Southwest Wisconsin Technical College	Fennimore	LEED-NC Silver
Lakeshore Technical College	Cleveland	LEED-NC Silver
City Lights Headquarters	Milwaukee	LEED-NC Silver
Madison School Solar Roof	Madison	LEED Principals





## 5. Description of Experience

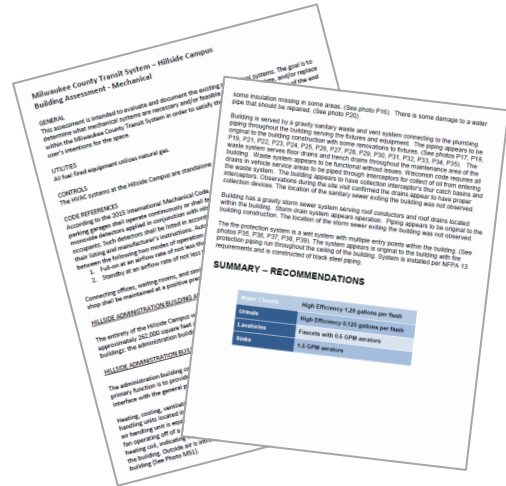
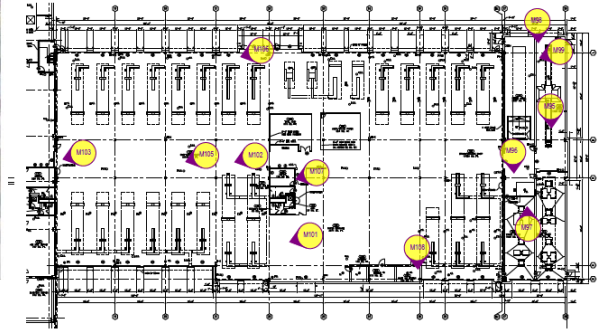
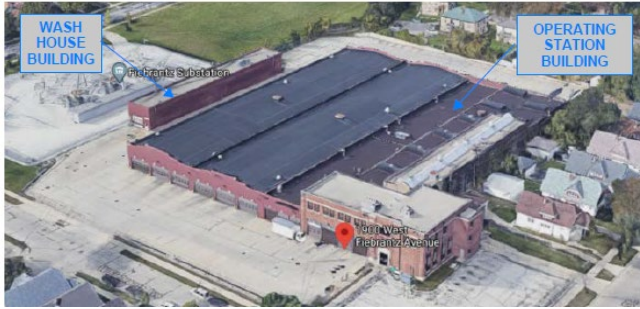
### MILWAUKEE COUNTY PROJECTS

- MCTS, Administration Building, T-SST Department Remodeling - Milwaukee, WI
- MCTS, Battery Electric Bus (BEB) infrastructure upgrades to KK facility – Bay View, WI
- MCTS, BEB Phase Two Construction Drawings - Milwaukee, WI
- MCTS, Couture BRT Platform Design - Milwaukee, WI
- MCTS, FDL Station Building Renovations - Milwaukee, WI
- MCTS, Generator Relocation to FDL - Milwaukee, WI
- MCTS, Study for Electric Bus Facility - Milwaukee, WI
- McCarty Park Electrical Distribution Upgrades - West Allis, WI
- Milwaukee County Courthouse, New Electrical Service - Milwaukee, WI
- Mitchell Park Domes, Service Replacement - Milwaukee, WI
- Currie Park Electrical Service Upgrade - Milwaukee, WI
- Milwaukee County Safety Building Feeder Replacement - Milwaukee, WI
- Milwaukee County Smith Park Pavilion, Electrical Service Upgrade - Milwaukee, WI
- Milwaukee County Courthouse, Mechanical & Electrical Building Assessment
- Criminal Justice Facility, Cooling Tower
- Sheridan Park Pavilion Renovation
- Transit System - Fond du Lac Transfer Station Fire Alarm Replacement
- Veterans Park, New Park Shelter
- War Memorial Center - Emergency Generator Replacement
- MKE, Administrative Offices (Electrical/Plumbing) - Milwaukee, WI
- MKE, Concourse C Hammerhead - Milwaukee, WI
- MKE Milwaukee Airport Railroad Station (MARS) - Milwaukee, WI
- MKE, South Maintenance Shop Locker Room Remodeling - Milwaukee, WI
- Milwaukee County, McGovern Community Senior Center Fire Alarm - Milwaukee, WI
- Milwaukee County Zoo, Apes of Africa & Primate Building, Fire Alarm Replacement - Milwaukee, WI
- Milwaukee County Zoo, Aviary Building Fire and Smoke Sensor Replacement - Milwaukee, WI
- Milwaukee County Transit System (MCTS) Facilities assessment of all buildings – Milwaukee County

### OTHER COUNTY/CITY PROJECTS

- Walworth County Law Enforcement Center, Energy Efficiency Upgrades - Elkhorn, WI
- Waukesha County Technical College, Main Primary Transformer Addition Switchgear Upgrade and Install New 2500 kVA Primary Distribution Transformer - Pewaukee, WI
- Waukesha County Technical College, Two pole-mounted solar power installations with sun tracking - Pewaukee, WI
- Waukesha County Health & Human Services Building - Waukesha, WI
- Waukesha County Courthouse, Data Room A/C Replacement - Waukesha, WI
- Waukesha County Public Safety Communications Building Addition and Remodeling - Waukesha, WI
- Wauwatosa City Hall, Hot Water and Chilled Water Piping Cross Connection to Interconnect Boilers and Chillers – Wauwatosa, WI
- Walworth County, New Health and Human Services Building - Elkhorn, WI
- County DPW Buildings - Polk, LaCrosse, Walworth, WI
- Rock County Health and Human Services Building – Janesville, WI





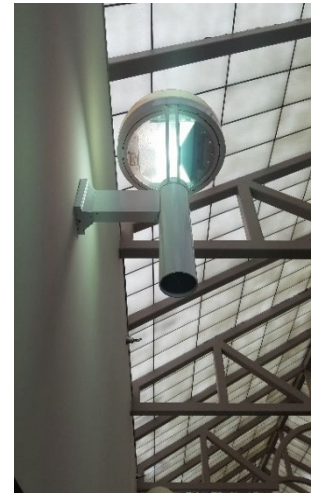
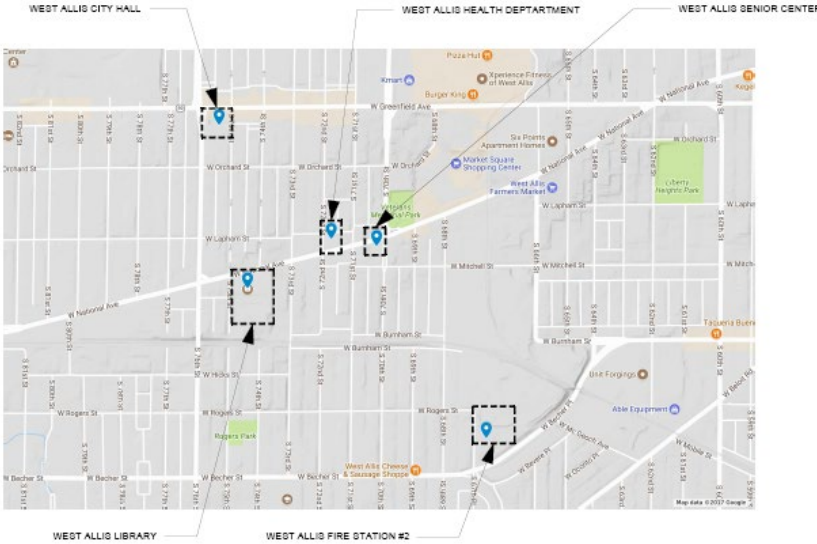
Milwaukee County Transit (MCTS) contracted with Allume architects and Harwood to assess their buildings at four campuses. The intent of our assessment was to help prioritize stabilization projects, and develop budgets. Harwood performed formal surveys at their Administrative office, Hillside Maintenance, Fond du Lac, KK, and Fiebrantz campuses. The assessments included site visits, detailed reports, pictures, and marked-up floor plans. In addition, budgeting information and priorities for recommended maintenance and repair projects prioritized as 1-5-10 year projects.

Services: Civil, Structural, Mechanical, Electrical, Plumbing,

## Milwaukee County Transit System (MCTS) Multi-Building Assessment Milwaukee, WI

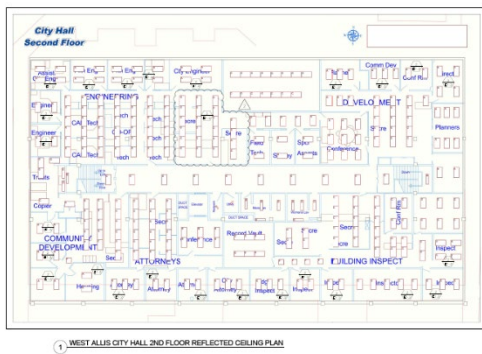






West Allis Police Department

Room Number	Room Name	Fixture Description	Annual Hours of Use	Annual Energy Usage (kWh)	Replacement Option	Annual Energy Usage of Replacement		Annual Energy Savings		Annual Maintenance Cost	Focus on Energy Incentive	Cost of New Equipment	Cost of Labor	Total Installation Cost	Payback Period (Years)
						kWh	kWh	Savings (kWh)	Cost Savings						
1	Toilet	4' Fluorescent Wall I	2600	156	Line Voltage Lamp Replacement	49	117	\$9.17	\$3.97	\$11.70	\$24.00	\$44.00	\$68.00	4.28	
1	Toilet	Fluorescent Downlig	2600	624	Line Voltage Lamp Replacement	30	594	\$46.58	\$7.94	\$59.40	\$12.00	\$84.00	\$96.00	0.67	
2	Dry	1x4 Fluorescent Troff	2600	158	Line Voltage Lamp Replacement	75	83	\$6.50	\$3.97	\$8.30	\$24.00	\$44.00	\$68.00	5.7	
3	Shower	1x4 Fluorescent Troff	2600	475	Line Voltage Lamp Replacement	149	326	\$25.56	\$11.91	\$32.60	\$72.00	\$132.00	\$204.00	4.57	
4	Vestibule	2x2 Fluorescent troff	2600	312	Line Voltage Lamp Replacement	187	125	\$9.80	\$3.97	\$12.50	\$56.00	\$48.00	\$104.00	6.64	
5	Men's Lockers	2x4 Fluorescent troff	2600	3320	Line Voltage Lamp Replacement	1045	2275	\$178.40	\$83.37	\$227.50	\$504.00	\$924.00	\$1,428.00	4.58	
6	Vestibule	2x2 Fluorescent troff	2600	312	Line Voltage Lamp Replacement	187	125	\$9.80	\$3.97	\$12.50	\$56.00	\$48.00	\$104.00	6.64	
7	Men's Toilet	Fluorescent Downlig	2600	936	Line Voltage Lamp Replacement	46	890	\$69.79	\$11.91	\$89.00	\$18.00	\$126.00	\$144.00	0.67	
7	Mens Toilet	Fluorescent Wallcov	2600	665	Line Voltage Lamp Replacement	199	466	\$36.54	\$15.88	\$46.60	\$96.00	\$176.00	\$222.00	4.29	
8	Fitness Training	2x4 Fluorescent troff	2600	1424	Line Voltage Lamp Replacement	542	882	\$69.16	\$35.73	\$88.20	\$216.00	\$396.00	\$612.00	4.99	
9	Stair	2x4 Fluorescent troff	2600	317	Line Voltage Lamp Replacement	150	167	\$13.09	\$7.94	\$16.70	\$48.00	\$88.00	\$136.00	5.67	
10	Elevator	Incandescent Utility	1300	41	Line Voltage Lamp Replacement	18	23	\$1.80	\$3.97	\$2.30	\$12.00	\$42.00	\$54.00	8.96	
11	Shower	Fluorescent Downlig	2600	936	Line Voltage Lamp Replacement	70	866	\$67.91	\$11.91	\$86.60	\$18.00	\$126.00	\$144.00	0.71	
12	Women's Locker	2x4 Fluorescent troff	2600	634	Line Voltage Lamp Replacement	199	435	\$34.11	\$15.88	\$43.50	\$96.00	\$176.00	\$272.00	4.57	
13	Women's Toilet	Fluorescent Downlig	2600	936	Line Voltage Lamp Replacement	46	890	\$69.79	\$11.91	\$89.00	\$18.00	\$126.00	\$144.00	0.67	
15	Corridor	2x2 Parabolic Troffer	2600	930	Line Voltage Lamp Replacement	561	369	\$28.93	\$15.88	\$36.90	\$168.00	\$184.00	\$352.00	7.03	
16	Vestibule	2x2 Parabolic Troffer	2600	234	Line Voltage Lamp Replacement	140	94	\$7.37	\$3.97	\$9.40	\$42.00	\$46.00	\$88.00	6.93	
17	Corridor	2x2 Parabolic Troffer	2600	465	Line Voltage Lamp Replacement	280	185	\$14.50	\$7.94	\$18.50	\$84.00	\$92.00	\$176.00	7.01	
18	Captains	2x4 Parabolic Troffer	2600	930	Line Voltage Lamp Replacement	452	478	\$37.48	\$15.88	\$47.80	\$144.00	\$184.00	\$328.00	5.25	
19	Captains	2x4 Parabolic Troffer	2600	930	Line Voltage Lamp Replacement	452	478	\$37.48	\$15.88	\$47.80	\$144.00	\$184.00	\$328.00	5.25	
20	Captains	2x4 Parabolic Troffer	2600	930	Line Voltage Lamp Replacement	452	478	\$37.48	\$15.88	\$47.80	\$144.00	\$184.00	\$328.00	5.25	
21	Relief	Incandescent Downlig	1300	1167	Line Voltage Lamp Replacement	163	7071	\$159.68	\$37.79	\$707.10	\$48.00	\$755.10	\$803.10	1.61	



This project upgraded lighting and controls in almost all of the City's buildings. Initially, we established the City's goals, which included return on investment, budgets and product preferences. Then we surveyed the buildings to assess the existing fixtures, controls and any constructability issues needing attention. We created a spreadsheet that used information like Hours Used, Watt Reduction, Control Upgrades and incentives to help the team make decisions on budget and ROI.

Our team developed a spreadsheet that considers a variety of factors, including Hours Used, Watt Reduction, Control Upgrades, and incentives. This tool helps us make informed decisions regarding budget and ROI. We've created a detailed spreadsheet for each of the West Allis municipal buildings that we're contracted to upgrade to LED lighting. These spreadsheets include the names of each room, descriptions of lighting fixtures, annual hours of usage/energy usage, replacement lighting options, energy/energy cost/maintenance, cost savings, focus on energy incentives, cost of new lighting/labor, and payback period.

After the construction documents were completed, we assisted the City through bidding, construction and close-out to assure proper installation and full incentive receipt.

Services: Electrical & Lighting Design

### West Allis LED Retrofit for Multiple Municipal Buildings and Streets

West Allis, WI





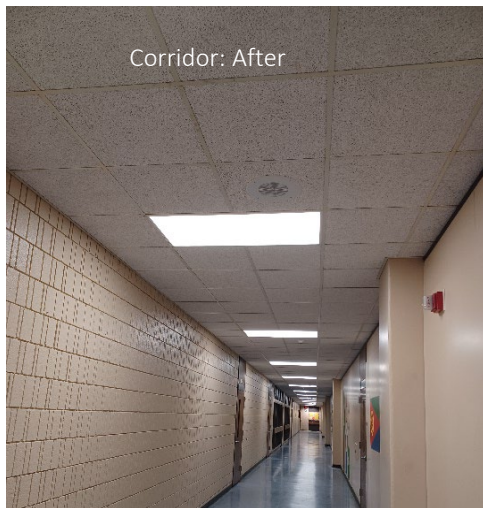
Cafeteria: Before



Cafeteria: After



Corridor: Before



Corridor: After



These projects began between 2019- 2020 and were completed in late 2022. MPS schools hired Allume Architects to provide architectural and engineering services through a subconsultant to upgrade ceiling grid and tile, along with new LED lighting. The lighting was a custom replacement as it was designed for the current need vs. a one-to-one fixture replacement. The ceiling tiles used were impact resistant and can stand up to heavier use. Our team evaluated each site, provided updated drawings and specifications for each location.

Overall, thousands of square feet of grid and tile were addressed and hundreds of new light fixtures between three schools. There were also areas that required reworking soffits. Most existing ceiling conditions included tiles that were adhered to a spline system. The spline system was removed and replaced with grid and ACT tile.

- Casimir Pulaski High School
- James Madison High School
- South Division High School

### Milwaukee Public Schools Ceiling and Lighting Upgrades

Milwaukee, WI





## 6. Firm Capabilities

**CIVIL ENGINEERING** With a wealth of experience in private land development and municipal design, our civil department boasts a strong leadership team that has worked with local and regional municipalities for years. We are experts in the design and approval processes, providing clear and concise construction documents for every project. We make ourselves readily available to our clients, acting as their representatives and coordinating with all parties involved, from the community to the contractor. We are laser-focused on achieving success, leaving no structural design element improperly executed.

**STRUCTURAL ENGINEERING** At Harwood, our structural department is fully aware of the crucial role of a building's structure as its backbone. Whether architectural elements hide it or take center stage as a key design feature, our engine, a key architectural design element, brings the vision to life. We are proud to deliver highly efficient structural designs, detailed construction documents, and seamlessly integrated structural elements that enhance the overall architectural aesthetic with ease.

**MECHANICAL ENGINEERING** Collaboration with the HVAC design team from the start and maintaining a strong working relationship throughout the project is crucial for effective decision-making. We have extensive heating, ventilation, and air conditioning expertise. Our ability to ask the right questions enables us to identify the building's most cost-effective, energy-efficient, and sustainable HVAC system.

**PLUMBING & FIRE PROTECTION ENGINEERING** We offer various Plumbing Systems Design services, including Sanitary Waste and vents, Stormwater, Water Distribution, Compressed Air, and Water Conditioning. Our team is experienced in providing services for maintenance, renovation, and additions to existing buildings, as well as Value Engineering of Systems, Performance-Based Specifications for Fire Protection Systems, and System Assessments/Evaluations of Conditions. We prioritize cost-effective and efficient solutions while paying close attention to detail and always aim to exceed our client's expectations.

**ELECTRICAL ENGINEERING** Our electrical department is unparalleled in providing comprehensive electrical design services for new and renovated buildings. Our expert team works closely with clients to assess their existing systems or new system requirements, offering evaluations and recommendations that are second to none. We stay at the forefront of industry standards, costs, and products by collaborating frequently with other industry professionals, including utility companies. Thanks to our extensive project portfolio, we have developed a cost database allowing our department members to deliver designs within the construction budget. We coordinate all construction documents with other project team members' plans, ensuring they are complete and accurate.



## References

**An (Andy) Tran, MS, PE**  
Milwaukee County Department of Administration  
Managing Engineer  
an.tran@milwauckeountywi.gov  
414- 278-7960

**Mr. Dan Basile**  
City of Milwaukee - MCTS  
Milwaukee Transport Services, Inc.  
Chief Operations Officer  
1942 N. 17th Street  
Milwaukee, WI 53205  
414-704-6667  
414-937-3208

**Mr. Andy Hilgendorf, PE**  
City of Milwaukee  
Electrical Services Manager  
DPW Infrastructure Services  
1430 West Canal Street  
Milwaukee, WI 53233  
414-286-3586

Allume Architects  
**Mr. Dan Basile**  
City of Milwaukee - MCTS  
Milwaukee Transport Services, Inc.  
Chief Operations Officer  
1942 N. 17th Street  
Milwaukee, WI 53205  
414-704-6667  
414-937-3208

**Mr. Rick Domach**  
Elmbrook School District  
Director of Facilities  
414-510-7622  
donachr@elmbrookschoools.org



## 7. Description of Project Team/Resumes



255 North 21<sup>st</sup> Street  
Milwaukee, WI 53233-2673  
(414) 475-5554 | hecl.com

### Tom Petersen, PE, LEED AP

Role on this project:

#### Principal In Charge/QA/QC

Vice President | Principal  
Director of Electrical Engineering  
d: 414-918-1225/tom.peterson@hecl.com

### Erik Kopp

Role on this project:

#### Main Point of Contact

#### Lighting Designer

Senior Associate  
Senior Lighting Designer  
d: 414-918-1234/erik.kopp@hecl.com

### Mario Medina, DE

Role on this project:

#### Electrical Project Manager

Senior Associate  
Senior Electrical Designer  
d: 414-918-1216/mario.medina@hecl.com



890 Elm Grove Rd., Suite 106  
Elm Grove, WI 53122  
(262) 825-4787 | Allumearchitects.com

### Nick Migan

Role on this project:

Senior Project Architect + Project Manager

### Megan Phillips

Role on this project:

Architectural and Design Assistance





## THOMAS E. PETERSEN, PE, LEED AP

Vice President | Principal | Director of Electrical Engineering

### ROLE ON PROJECT

QA/QC Principal In Charge

### BIOGRAPHY

In 1996, Mr. Petersen brought his engineering talent and experience to the Harwood Engineering team. Tom has a unique perspective at the design table due to his previous jobs with an electrical contracting company and a design/build firm.

Tom's vast experience includes hospital power emergency systems, marinas, industrial power systems, fire alarm and paging systems, waterparks, casinos, high rises, and all forms of building and campus electrical distribution.

### PROJECT EXPERIENCE (PARTIAL LIST)

West Allis LED Retrofit for Multiple Municipal Buildings and Streets – West Allis, WI

New Berlin, City of, Streets & Utilities Garage - New Berlin, WI

Oneida County, Law Enforcement Center - Garage Addition & Remodel - Rhinelander, WI

Polk County, Highway Garage - Balsam Lake, WI

Rusk County Garage - Rusk, WI

City of Milwaukee Salt Brine Shed - Milwaukee, WI

Waupaca Public Works Facility - Waupaca, WI

Milwaukee County, Dretzka Park, Lighting, Storm Water and Parking Improvements - Milwaukee, WI

GE Healthcare - Waukesha, WI

GE Healthcare Offices & Labs - West Milwaukee, WI

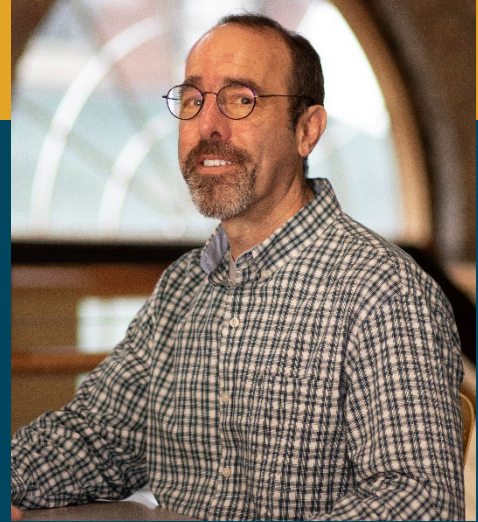
Trempealeau County, New Justice Center - Whitehall, WI

Waupaca County - New Relocation Primary Emergency 911 Office in Sheriff's Office - Waupaca, WI

Reedsburg Police Department - Reedsburg, WI

Milwaukee County North Hwy Garage - Milwaukee, WI

Pepin County, Department of Public Works, Scope - Durand, WI



### EXPERIENCE

Years at Current Firm: 26

Years at Other Firm(s): 10

### PROFESSIONAL REGISTRATION(S)

Registered Professional Engineer, 31637-6, Wisconsin, Granted 1996

Also registered in AZ, AR, CA, CO, FL, HI, IL, IN, IA, LA, MD, MA, MI, MN, MO, NE, NJ, NY, OH, OK, PA, SD, TN, TX, VA, WA

Registered with NCEES

LEED Accredited Professional

### EDUCATION

Master of Business Administration, Arizona State University, Tempe, AZ, 1994

Bachelor of Science, Electrical Engineering, University of Wisconsin-Madison, Madison, WI, 1986

### MEMBERSHIPS/AFFILIATIONS/ETC.

Certified in Fire Alarm Technology, NICET Level 3, 1995

Certified Electrical Inspector, International Association of Electrical Inspectors, 1991

Certified Electrical Plan Reviewer, International Association of Electrical Inspectors, 1989

IAEI International Association of Electrical Inspectors

AFAA Automatic Fire Alarm Association







## ERIK KOPP

Senior Associate | Senior Lighting Designer

### ROLE ON PROJECT

#### MAIN POINT OF CONTACT

Lighting Designer

### BIOGRAPHY

Erik has designed lighting for a wide range of projects including high-end commercial and retail, schools and universities, healthcare facilities, municipal buildings, hotels, casinos, water parks, houses of worship, and both single and multi-family residences.

With his architectural background, Erik understands the design intent of a project and how lighting can be integrated into the architecture. He believes lighting is more than just footcandles; it can create drama, set a mood, and enhance the overall architecture of a space.

Erik's attention to detail and aptitude for creative lighting solutions have provided him with the means to create innovative designs. These lighting designs have earned him two IESNA Lighting Design Awards, in 2006 and 2016.

### PROJECT EXPERIENCE (PARTIAL LIST)

West Allis LED Retrofit for Multiple Municipal Buildings and Streets – West Allis, WI

Milwaukee County, Dretzka Park Lighting – Milwaukee, WI

MCTS, Administration Building, T-SST Department Remodeling - Milwaukee, WI

Onalaska Street Lighting – Onalaska, WI

Pewaukee DPW – Pewaukee, WI

RUSD, Olympia Brown Elementary School - Racine, WI

West Bend School District, Silverbrook Middle School - Expansion and Remodeling, West Bend, WI

St. Mary's Springs - Fond du Lac, WI

University of Wisconsin-Madison – Babcock Hall - Madison, WI

Lakeshore Technical College – Various Buildings - Cleveland, WI

Nicolet College Lakeshore Center - Rhinelander, WI

Madison Area Technical College Health Education Building - Madison, WI

Western Technical College - Sparta, WI

Southwest Wisconsin Technical College – Various Buildings - Fennimore, WI



### EXPERIENCE

Years at Current Firm: 17

Years at Other Firm(s): 02

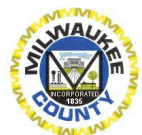
### EDUCATION

Masters - Architecture, University of Wisconsin-Milwaukee, WI, Granted 2006

Bachelor of Science-Architecture, University of Wisconsin-Milwaukee, WI, 2003

### MEMBERSHIPS/AFFILIATIONS/ETC.

IESNA (Illuminating Engineering Society of North America) – Milwaukee, WI







## MARIO MEDINA, DE

Senior Associate | Senior Electrical Designer

### ROLE ON PROJECT

Electrical Project Manager

### BIOGRAPHY

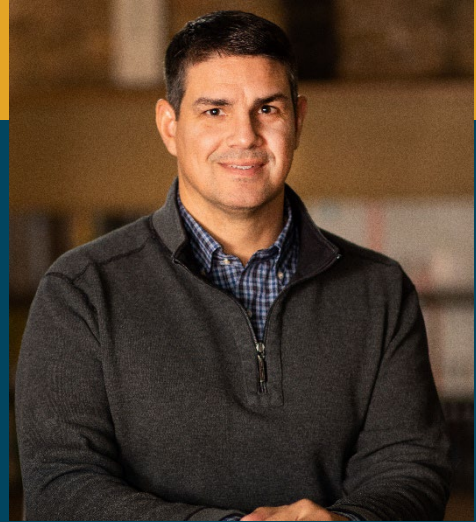
Mario is a successful designer with 20 years of local and international experience in electrical power systems design and construction, ranging from simple to complex design scopes.

Prior to his design career, Mario worked as a licensed Journeyman Electrician, which provides him with tremendous constructability insight to all aspects of electrical systems design. This includes the design and installation of lighting, power distribution, fire alarm, communication and special systems for the commercial, industrial, government, and healthcare markets.

Mario prides himself on understanding and exceeding client expectations, meeting project deadlines, and exceptional communication. His field experience, complemented by extensive design expertise, establishes Mario as a key member of our electrical engineering design team.

### PROJECT EXPERIENCE (PARTIAL LIST)

MCTS, BEB Phase Two Construction Drawings - Milwaukee, WI  
 MCTS, Administration Building, T-SST Department Remodeling - Milwaukee, WI  
 MCTS, Couture BRT Platform Design - Milwaukee, WI  
 MCTS, FDL Station Building Renovations - Milwaukee, WI  
 MCTS, Generator Relocation to FDL - Milwaukee, WI  
 MCTS, Study for Electric Bus Facility - Milwaukee, WI  
 Continental Properties - Springs at Pena Station - Denver, CO  
 Grand Chute Space Needs Analysis - Town of Grand Chute, WI  
 JAX, Inc Manufacturing and Office Facility - Menomonee Falls, WI  
 Manpower HQ EXP Development Center - Milwaukee, WI  
 MMSD Midvale Toilet Rm & Mechanical Upgrades - Madison, WI  
 Rock County Sheriff's Office LES + Jail - Janesville, WI  
 Waupaca Public Works Facility - Waupaca, IL  
 Waupaca Public Works Facility - Waupaca, WI  
 Wisconsin Resource Center (WRC) Units 9 n& 10 Wet Cell Remodel - Winnebago, WI



### EXPERIENCE

Years at Current Firm: 03

Years at Other Firm(s): 20

### PROFESSIONAL REGISTRATION

Professional Designer of Electrical Systems, 2226-7, Wisconsin, Granted 2016

### EDUCATION

ABC Electrical Journeyman program, Minnesota

Electrical Journeyman License, 1999

### MEMBERSHIPS/AFFILIATIONS/ETC.

Electrical League of Milwaukee

Hispanic Professionals of Greater Milwaukee





**NICK MIGAN**, AIA, NCARB, LEED AP

Senior Project Architect + Project Manager

**ROLE ON PROJECT**

Project Manager and Main Point of Contact for Allume

Nick has over 30 years of experience in the construction and design industry and currently holds a Senior Project Architect position for Allume Architects. In this role, he is responsible for day-to-day project leadership of the team and project responsibilities. He will be the main point of contact for these projects.

Nick’s responsibilities include ongoing client relationship management, initial project programming through construction administration to occupancy, and post-occupancy follow-up. Nick works closely with our team and all stakeholders on our projects to assure that our clients’ needs are met and exceeded.

Nick has been the primary project manager on most of Allume's municipal projects ranging from interior remodeling of spaces, exterior building repairs, and facilities upgrades.

**MEGAN PHILLIPS**

Architectural Designer I

**ROLE ON PROJECT**

Architectural and Design Assistance

Megan attended the University of Wisconsin - Milwaukee to achieve her Bachelor’s of Science Degree in Architectural Studies. Megan began shadowing with Allume Architects during the summer of 2021. Megan was then hired as a part-time student architectural design intern in November of 2021 and joined Allume as a full time team member in December of 2022.

Megan will play a support role to the Allume Project Manager, Nick Migan. Her work will include pre-design through construction administration assistance. Some of Megan’s duties at Allume include assisting with field investigation, schematic and preliminary design, construction documentation, code research, interiors assistance, renderings and other tasks as needed.



**EDUCATION**

University of Detroit  
Bachelor of Architecture



**EDUCATION**

University of Wisconsin-Milwaukee  
Bachelor of Architecture



## 8. Sub consultants



Allume Architects is a firm of dedicated, positive, and honest professionals who will always work in the best interests of their clients. We strive to improve the quality of life for all who are impacted by our work. We continue to educate ourselves, and our clients, to offer the best value and highest quality of architectural services. We are forward-thinking problem solvers who strive to work with clients who hold similar philosophies. We stand behind our services and deliver what we promise. Our team selects consultants who hold the same values so we can all deliver the most successful outcomes to our clients.

Our offices are located in the Village of Elm Grove, WI. All work will be performed in this office. We are organized as an LLC partnership and serve our clients with architecture, interior design and project management assistance as needed. The firm is made up of multiple licensed Architects, an Interior Designer, Architectural Project Manager, Architectural Designer and Administrative staff. We are also a certified Women Owned Business (WBE). Allume Architects has been in business for over 10 years under the leadership of Andrea Nemecek, who is the founder of the firm. During this time, Allume has developed on-going relationships with numerous municipal and facilities clients providing architectural, interior design and project management services. Many of these clients have selected Allume for multiple projects due to the quality and value the firm has provided. These working relationships continue to this day, as ninety-eight percent of Allume's clients are repeat or referral.

Prior to starting her own Architecture and Interior Design Firm, Allume Architects owner, Andrea Nemecek, was a Facilities Architect. With that experience came additional knowledge of project management processes including the appreciation and understanding of what is required to maintain multi-million-dollar facilities. Andrea was in a position where she was hiring Architects, Consultants and General Contractors, and worked as the Internal Architect/Project Manager to oversee large construction projects and facilities maintenance needs. This experience shaped and informed how Allume Architects team delivers successful client outcomes. Having an individual on the team who has a unique perspective to understand what is involved from the owner's side brings a different perspective. When making recommendations for material and finish selections, our team understands and considers the long-term implications each design decision has for the building owner and users. The Allume team makes a point to recommend products and design solutions which are low maintenance, long-lasting, and aesthetically pleasing.



AIA



Harwood Engineering Consultants, Ltd. Will be partnering with Allume Architects, LLC. as our sub consultant.

Allume Architects is a TBE/WBE Certified Sub Consultant on our team:

- Survey and document all lighting and controls under our direction and supervision.
- Create base plans for HECL use to create our documents.
- Allume is very familiar with Milwaukee County and City buildings.

This Sub Consultant also meets the participation requirements on your projects.

Allume Architects, LLC are TBE/WBE accredited with Milwaukee County and will be used with the goal of 17% per project.

## PROJECT LIST

### School Corridor Ceilings and Lighting Upgrades - Milwaukee

MPS James Madison High

MPS Casimir Pulaski High

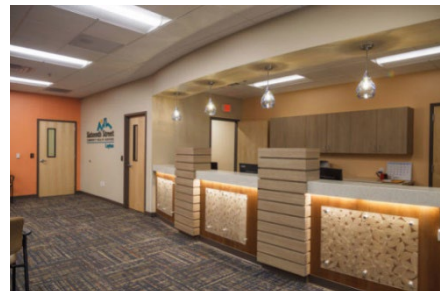
MPS South Division High

### Milwaukee County:

- Generator Replacement Cudahy
- Senior Aging Upgrades Study
- Register of Deeds Interior Remodel

### Milwaukee County Transit:

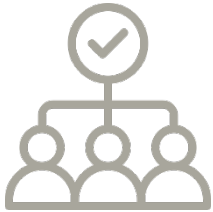
- HR Dept. Remodeling
- FDL Generator Replacement
- BEB Fire Protection at KK
- T-SST Department Remodeling
- Training Room Remodel at KK
- KK Wash House Trench Repair
- FDL Pit Repairs
- Customer Service Temporary Remodeling
- FDL Restroom Wall Repairs
- BRT Platform
- Administration Parking Lot Repairs
- Basement Quiet Rooms
- Facility Conditions Assessments



## 9. Project Approach

### ADDRESSING CHALLENGES:

**Staff perception** This is probably your most sensitive and complex challenge. You will be changing the way spaces are being lit for a variety of people. There will likely be people that feel the lighting is too harsh, too bright or too dim. You may also have people that have issues with LED lighting in general. And there will likely be some automatic controls that annoy some of your staff. Here are some ways we have found to help alleviate these concerns:



- Record light levels before and after construction to show how light levels actually changed.
- Avoid partially replacing lighting in contiguous spaces. If possible, replace entire floors or building overnight.
- Include “call backs” in the construction documents for the contractor to make controls adjustments.
- Try to match the existing color temperature when choosing new LED lamps and fixtures.
- Communicate or be prepared to communicate that LED lighting is safe and it is prevalent in most indoor and outdoor spaces. You may need to consider separate spaces for individuals that are adamant about the ill effects of LED lighting.

**Code compliance** This creates some relatively minor issues, but they still need to be considered carefully. Here are some examples:



- Work with inspections ahead of time to decide what work is “maintenance” and what work is general upgrade. The codes are more lenient on maintenance work.
- Understand existing control and power wiring when specifying new lighting controls. It may be more efficient and affordable to use wireless controls.

**Incentive applications** This may be complicated to accomplish during the design phase because specific products and fixtures are not established. Here is what should happen:



- During the design phase, find and consult with the Focus on Energy representative assigned to your buildings. Decide what the appropriate incentives will be for the project and design the project appropriately.
- In the construction documents, require the contractor to apply for the incentives on the County’s behalf and provide all required cut sheets, invoices, receipts and other documentation. Also provide the Focus person’s contact information for questions, guidance and for scheduling the required inspections.

## PROJECT APPROACH:

**General Kick-off** Before we start on any particular project, we should discuss and establish the following items:

- |                              |   |
|------------------------------|---|
| <input type="checkbox"/> → ⊗ | - Project goals. Why did this project arise and what issues are we looking to address?  |
| <input type="checkbox"/> → ⊙ | - Are these “maintenance” or general renovation projects? As mentioned above, these seemingly innocuous terms have a significant effect on the project design requirements. |
| <input type="checkbox"/> → ⊗ | - How will we access buildings during our survey work?  |
| <input type="checkbox"/> → ⊗ | - General rules or goals on fixture replacement, lamp replacement and building controls.  |

### Individual building/site approach.



- Kick-off meeting. Discuss issues related with each particular building or site such as:
  - Access to all areas for surveying.
  - Hours of operation in all spaces.
  - Appropriate automatic controls for each space (e.g. timed or motion)
  - Budget and schedule
  - Survey spaces.
    - Light level documentation
    - Existing fixtures and controls
    - Note any unusual fixture, ceiling, wiring or other feature that needs to be discussed as a group
      - Develop drawings and documentation for review by the County.
      - Review progress with County
      - Finish drawings and specifications for final review.
      - Review with County, update documents as directed and issue for construction.
      - Work with the County during bidding and construction as directed in our project service Order request. This will include meetings, shop drawing review, “punch list” issuance and review of the contractor’s Focus on Energy documentation.

### Constructability

LED upgrades are not necessarily an easy one-for-one replacement. There are some subtleties to be aware of. Here are some examples:



- LED replacement lamps do not always fit in fixtures, even though the manufacturer presents them as a replacement for a specific lamp. We would ensure that the lamp will fit the fixture when specifying a lamp replacement.
- Determine and understand how emergency lighting will be accomplished. We will document where buildings are using internal battery packs in fixtures and replace with new power supplies accordingly.
- LED lamps are sensitive to heat. We would recommend full fixture replacement for fixtures that we don’t feel have adequate ventilation.
- Even though LED lamps and fixtures can last much longer than traditional lamps, there will still be a number of lamps that fail within the first year of use. Fixtures and lamps that make it through the first year tend to last much more closely to their median life expectancy (10 to 20 years based on use and fixture type). We recommend that the construction contract documents include a one year “call back” to replace any defective lamps and fixtures.

## 10. Constant Effort

Team member	Rate
<b>Tom Petersen, PE LEED AP</b> QA/QC – Principal in Charge	\$215.00
<b>Erik Kopp</b> Lighting Designer	\$135.00
<b>Mario Medina, DE</b> Electrical Project Manager	\$175.00
<b>Nick Migan</b> Senior Project Architect + Project Manager	\$155.00
<b>Megan Phillips</b> Architectural and Design Assistance	\$115.00





## 11/12. TBE Requirements



Harwood Engineering Consultants, Ltd. has been the Prime Consultant on many TBE projects where the goals have been met or exceeded.

Harwood Engineering Consultants, Ltd. shall include a TBE/WBE Certified Sub Consultant on our team for:

Allume Architects is a TBE/WBE Certified Sub Consultant on our team:

- Survey and document all lighting and controls under our direction and supervision.
- Create base plans for HECL use to create our documents.
- Allume is very familiar with Milwaukee County and City buildings.

Allume Architects, LLC. They are TBE/WBE accredited with Milwaukee County and will be used with the goal of 17% per project.

<b>Engineering / Professional Services</b>			
PROPOSED CONSULTANT TEAM MEMBERS			
			CERTIFICATION STATUS
Firm's Name	Address	TBE/DBE	NONE
Allume Architects, LLC	890 Elm Grove Rd Suite 106, Elm Grove, WI 53122	X (TBE-WBE)	

#Check applicable certification status boxes. Submit this form with proposal.





STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor  
Kathy Blumenfeld, Secretary-Designee  
Jana Steinmetz, Administrator

---

RECERTIFICATION

WI-7162 - WBE

The Department of Administration  
Division of Enterprise Operations  
having determined that

**Allume Architects, LLC**

---

*Has successfully met the certification requirements as outlined in  
Wisconsin Administrative Code Adm. 83 and the policies adopted thereunder,  
hereby grants the designation of*

**Woman-Owned Business Enterprise**

and is recognized as such until the expiration of registration and certification on

**Expiration: May 20, 2025**

**NAICS Codes:**

Error: Subreport could not be shown.

**NIGP Codes:**

See online business directory at: <https://wisdp.wi.gov>

**Product:**

architecture, interior design and project management

Authorized By:

*Libby Schmiedlin*

Libby Schmiedlin  
Equal Opportunity Specialist

---

Division of Enterprise Operations, Supplier Diversity Program  
101 East Wilson Street, PO Box 7970, Madison, WI 53707-7970 | (608) 267-9550 | DOA.WI.GOV



### 13. Quality Control

Harwood Engineering Consultants, Ltd. has an established quality control plan that is utilized on our projects. The assigned project reviewers are senior engineers not assigned to the project on an ongoing basis, but are familiar and integral with decisions and direction the project is proceeding with.

Reviews are scheduled to occur prior to the following milestones:

- ✓ **SCHEMATIC DESIGN**
- ✓ **DESIGN DEVELOPMENT**
- ✓ **CONSTRUCTION DOCUMENTS**

The following items are reviewed in the **SCHEMATIC DESIGN PHASE**:



- Concepts
  - Meet Code Requirements
  - Physical Restraints
- Load calculations
  - Existing and future
  - Life Safety and non-Life Safety
- Equipment selections
  - Meet calculated capacities
- Probable Construction Cost (within budget)

The **DESIGN DEVELOPMENT INCLUDES** review includes the following items:



- General document characteristics
  - Details corresponding to actual components
  - Locations of associated distribution equipment.
  - Equipment will be maintainable
- Conformance with general Energy and Electrical codes.
- Probable Construction Cost (within budget)

The **CONSTRUCTION DOCUMENT** review is the most detailed and it includes the following items:



- All items from the Design Development
- Compliance with major codes applicable to this particular project
- Constructability of details.
- Review of any conflicts with other trades. For this project, we would also look closely at above ceiling clearances when replacing light fixtures.
- Coordination and phasing of disconnect and removal of existing and installation of new equipment.
  - Details for maintaining Life Safety backup during switchover of equipment.
- Specifications
  - Are there extraneous sections that do not pertain to the project?
  - Listed manufacturers are verified to meet project requirements
  - Are directions clear and concise?
- Probable Construction Cost (within budget)



## Addendum/Answers to Submitted Questions

We acknowledge receipt of the Addendum/Answers to Submitted Questions.

### Answers to Submitted Questions

Item	Question	Answer
1	I see the date of the Notice to Proceed, but is there an end date to the contract with the Lighting Consultant? Do you have an estimated value for the duration of the contract?	Per the RFQ, "Milwaukee County will deem the selected consultant team qualified to perform these services for a period of 2 years from notice of selection with the opportunity to extend in one year increments a third, fourth, and fifth year if mutually agreeable to both parties".
2	Are both the 17% TBE <u>and</u> 17% DBE requirements (11 and 12 under submittal requirements) needed for this RFQ? It has been our understanding that DBE is covered as part of the TBE requirements.	There is no requirement for the responding consultant to have a TBE or DBE status, but for each individual anticipated project under this Generalized Lighting RFQ, the consultant shall be required to meet the TBE and/or DBE goals for the project either through their own TBE/DBE status or through their subconsultant's TBE/DBE status. For Design Services, the County TBE/DBE goal is 17% and for Construction the TBE/DBE goal is 25%. TBE participation is required for all MKE County projects, and if the project is federally funded, there is a DBE requirement.
3		





# Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/27/2023

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC 2725 South Moorland Road New Berlin WI 53146	<b>CONTACT NAME:</b> Laura Brehm
	<b>PHONE (A/C, No, Ext):</b> 262-439-2171 <b>FAX (A/C, No):</b> 262-785-9753 <b>E-MAIL ADDRESS:</b> laura.brehm@marshmma.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Arch Specialty Insurance Company	NAIC # 21199
INSURER B : Allmerica Financial Benefit Insurance	41840
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	


**COVERAGES**      **CERTIFICATE NUMBER:** 754820760      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Z21J173808	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp./\$1,000 <input checked="" type="checkbox"/> Coll./\$1,000	Y	Y	AW1J173684	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			Z21J173808	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WB1J173738	9/30/2022	9/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability & Pollution Liability			PAAEP0018206	9/29/2022	9/29/2023	\$5,000,000/Limit      \$100,000 Ded.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Milwaukee County Generalized Lighting Consultant

Milwaukee County is included as additional insured for general liability and automobile liability if required by written contract.

<b>CERTIFICATE HOLDER</b>  Milwaukee County 633 West Wisconsin Avenue Suite 100 Milwaukee WI 53203	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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255 North 21<sup>st</sup> Street  
Milwaukee, WI 53233  
P (414) 475-5554  
hecl.com



## Attachment D – Targeted Business Enterprise (TBE) Requirements



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of 17%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory, MBE and WBE firms certified by the State of Wisconsin DOA and listed in the directory, SBE firms certified by Milwaukee County and listed in the Milwaukee County directory, and SBE firms that meet the SBA size standards and are listed in the SAM directory. All firms must be certified prior to the proposal submission deadline. A firm certified in another state must be certified by the Wisconsin UCP or State of Wisconsin DOA prior to submission of bid.
2. **TBE Participation:** The participation goal is based upon the total dollar value of your proposal less reimbursable items. Participation must be maintained throughout the contract, including any fee increases. TBE Prime self-performance may be counted to achieve the goal.

### PROPOSAL CONSIDERATIONS

3. The County may reject your proposal if it does not include the **Commitment to Contract with TBE (TBE-14)** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the sub-consultant, sign the form, and have the TBE firm sign the form in the affirmation section prior to acceptance of your proposal by the County.
4. If awarded the contract, you will enter into a contractual agreement, directly or through sub-consultant, according to the **Commitment to Contract with TBE (TBE-14)** form(s) provided with your proposal. Copies of the executed agreements(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
  - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
  - b. One hundred percent (100%) for the work performed by a TBE firm. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work will not be counted towards the TBE participation unless the work is performed by another TBE.
  - c. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.



## Attachment D – Targeted Business Enterprise (TBE) Requirements

# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

### FOLLOWING CONTRACT AWARD

7. The County reserves the right to conduct compliance reviews and request, both from you and your subs, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract terms. If you fail to take corrective action as directed, the County may take one or more of the following actions:
  - a. Terminate or cancel your contract, in whole or in part;
  - b. Remove you from the list of qualified consultants, and refuse to accept future proposals from you for a period not to exceed three (3) years;
  - c. Withhold contract payments to cover shortfall; and/or
  - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
8. You must submit copies of the executed subcontract agreement(s) for each of the sub-consultants listed on the contract. REQUESTS FOR PAYMENT WILL BE DELAYED IF NOT SUBMITTED.
9. If the TBE sub(s) are unable to perform, or any other issues arise, you must immediately contact CDBP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE consultants are also required to notify and obtain approval from the County prior to subletting work.
10. The Prime will record payments received from the County and payments made to sub-consultants directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the invoice work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for DBE firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.



## Attachment D – Targeted Business Enterprise (TBE) Requirements

# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

### TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing the Milwaukee County Target Enterprise (MCTE) Ordinance for inclusion of small business. Target firms include DBE firms certified under the Wisconsin Unified Certification Program following Federal regulations, WBE and MBE certifications from the State of Wisconsin DOA, SBE firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory.

Targeted Business Enterprise (TBE) participation goal for this RFP is 17%. To be considered for this project, you must submit a *Subcontractor/Sub-consultant/Supplier Information Sheet* (TBE-02) with your Proposal listing all sub-consultants as well as signed *Commitment to Contract with TBE* (TBE-14) forms, one for each of the TBE firms included to meet participation. TBE-14 form(s) must identify (1) the TBE firm by name and address, (2) the scope of service(s) to be provided, (3) the dollar amount and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the TBE sub-consultant for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. CBDP is entitled to reject your Proposal for improperly completed forms. If you are not able to meet the goal, you must submit the TBE-01 Good Faith Effort for your proposal to be considered responsive.

CBDP may be contacted at 414-278-4851 or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov) for assistance in identifying TBE firms and understanding the County's TBE Program.

Following are the links to Directories for firms eligible for credit:

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

MBE 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>

Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Prime consultants are required to report payments received from the County and amounts paid to sub-consultants. Subs will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Prime or any sub-consultant, the only requirement is to become a registered user and complete the one hour webinar training. The County will enter the Primes contract, and the Prime will enter all sub-consultants, including both TBE and non-TBE firms.

3/1/2019

**Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule**

**MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION**

**MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE  
Used For Basic Services & Additional Services  
Separate Schedule Required for Prime Consultant & each Subconsultant**

Firm Name: Harwood Engineering Principal-in-Charge: Tom Petersen

Wisconsin Reg. Number: E-31637

Principal's Flat Rate: ..... \$ 210 /hr.

Overhead & Profit Factor (multiplier): ..... 3.07

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

Name	Classification	Direct Salary Rate/Hour
<u>Erik Kopp</u>	<u>Senior Lighting Designer</u>	<u>38.46</u>
<u>Mario Medina</u>	<u>Senior Electrical Designer</u>	<u>49.04</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Direct Salary Rate is defined as each employee's actual and verifiable gross hourly cost of salary ("W-2 Statement Salary), exclusive of incentive bonus or other non-direct salary expenses.

Overhead & Profit Factor is defined as the multiplying factor representing each employee's pro-rata share of all other direct and indirect expenses and profit for the consultant. This factor remains fixed for the life of the Project.

Additions and deletions of personnel or permanent classification changes must be submitted for approval at the time the changes occur. For multi-year projects, changes in basic salary rates may be submitted for approval only in January of each calendar year.

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

Approved for Milwaukee County  
Department of Administrative Services,  
Facilities Management Division

As of: \_\_\_\_\_, 20<sup>23</sup>

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attachment E – Manpower, Direct Salary Rate and Overhead & Profit Factor**  
**Schedule**

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

**Overhead Rate =** 2.73 **(Without Profit)**

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

The above rate calculation, which includes all non-direct costs considered to be proper and appropriate to the provision of professional services covered by this Annual Consultant Agreement for Professional Services, was prepared in accordance with the standards of:

\_\_\_\_\_

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

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

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