

DEPARTMENT OF ADMINISTRATIVE SERVICES

Milwaukee County



November 6, 2020

CARDNO, INC.
3695 N. 126th Street
Unit E
Brookfield, WI 53005

RE: Engineering Services and Final Design Development for LMRP
Project No.: 0515-17803

Maximum Fee shall not exceed
\$72,352.00

Attached is a copy of your unsigned Consultant Agreement covering professional services for the above project.

We would appreciate receiving the signed Agreement as soon as possible. After processing, you will receive a fully executed copy for your records.

PLEASE NOTE:

1. IN ORDER TO HAVE YOUR AGREEMENT FULLY EXECUTED, PLEASE ATTACH A COPY OF YOUR CURRENT CERTIFICATE OF INSURANCE INDICATING THE AMOUNT OF COVERAGE THAT YOU CARRY FOR (1) GENERAL LIABILITY, (2) AUTO LIABILITY, (3) EMPLOYER'S LIABILITY, AND (4) PROFESSIONAL LIABILITY. (PROFESSIONAL LIABILITY IS NOT REQUIRED FOR STUDIES OR SOME SIMILAR SERVICE). YOUR CERTIFICATES REQUIRE A 30 DAY CANCELLATION NOTICE.
2. Milwaukee County DPW has made significant changes to the standard terms and conditions of this Consultant Agreement. Some of these changes include but are not limited to the following areas.
 - a. Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule (Attachment "B-1").
 - b. Disadvantaged Business Enterprise Utilization Annualized Goals (Section 12).
Submit strategy with your proposal Attachment "F")

Project Title: Engineering Services and Final Design Development for LMRP

Project No.: 0515-17803

Page 2

- c. Insurance (7.1 – 7.4)
Submit all applicable certificates with your proposal.
- d. Signature, of authorized agent for consultant firm, on signature page

Please have this copy properly executed. If you have any questions or concerns, please contact **Katie Dunne (414) 278-4874 located at 633 W. Wisconsin Ave, 10th Floor, Milwaukee, WI 53203** without delay.

We appreciate your attention to the above items. We believe that this will avoid delays in executing the agreement.

Thank you,

Gregory G. High, Director
Architecture, Engineering
And Environmental Services Section, DAS, FM

GGH:KLD

Enc.

cc: L. Robinson
K. Dunne
N. Dutack
S. Keith
File

**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT DIVISION
CONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES**

Compensation Based on
“Not-To-Exceed” Sum and
Individual “Direct Salary Rates/Hour”
(Without Outside Construction Manager)

TYPE “C” AGREEMENT

PROJECT TITLE: Engineering Services and Final Design Development for LMRP

PROJECT LOCATION: Little Menomonee River Parkway

PROJECT NO.: 0515-17803

Agency 900 Org. No. 9420 Object No. 6149

Project Code _____ Activity KLAC Function VM11

Category RADM

Consultant Firm: CARDNO, INC.

Address: 3695 N. 126th Street, Unit E

Brookfield WI 53005

(City) (State) (Zip Code)

608-469-9093 - Nicole Staskowski

Phone No. 414-509-1384 - Chris Loebach Fax No. 414-858-9366

Email: nicole.staskowski@cardno.com, chris.loebach@cardno.com

Type of Services: _____

TABLE OF CONTENTS

ARTICLE 1. GENERAL CONSULTANT 1
ARTICLE 2. PROJECT SCOPE 1
ARTICLE 3. BASIC SERVICES 2
ARTICLE 4. COMPENSATION 7
ARTICLE 5. PAYMENTS 8
ARTICLE 6. DISPUTE RESOLUTION 9
ARTICLE 7. CONSULTANTS RESPONSIBILITY 10
ARTICLE 8. OWNERS RESPONSIBILITY 12
ARTICLE 9. AUDIT AND INSPECTION OF RECORDS 13
ARTICLE 10. OWNERSHIP OF DOCUMENTS 13
ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY 14
ARTICLE 12. TERMINATION OF AGREEMENT 15
ARTICLE 13. SUCCESSORS AND ASSIGNS 15
ARTICLE 14. APPLICABLE LAW 16
ARTICLE 15. INDEPENDENT CONTRACTOR 16
ARTICLE 16. PROHIBITED PRACTICES 16
ARTICLE 17. EXTENT OF AGREEMENT 16
ARTICLE 18. DISADVANTAGED BUSINESS ENTERPRISE 17
ARTICLE 19. ADDENDUM (IF NEEDED) 22

ATTACHMENTS

A. SCOPE OF PROJECT (BY OWNER) A-1 TO A-22
B. MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT
FACTOR SCHEDULE (BY PRIME CONSULTANT & SUBCONSULTANTS) B-1 TO B-2
C. GUIDELINES FOR REIMBURSABLE EXPENSES (BY OWNER) C-1 TO C-2
D. CONSULTANT INVOICE FORMS (FORMS D-1,2 & 3 – BY OWNER;
FOR “FORMAT” ONLY D-1 TO D-3

E. INSURANCE CERTIFICATES & PROOF OF FINANCIAL RESPONSIBILITY
(BY CONSULTANT & SUBCONSULTANTS) E

F. MILWAUKEE COUNTY “DBE” UTILIZATION FORMS
(BY PRIME CONSULTANT)

G. COST & SCHEDULING SYSTEM REQUIREMENTS (BY OWNER) G

H. RECORD DOCUMENTS (BY OWNER) H-1 TO H-4

I. COMPLETE LISTING OF SUBCONSULTANTS (BY PRIME CONSULTANT) I

J. SUBCONSULTANT COMPLIANCE CERTIFICATION (BY EACH SUBCONSULTANT) J

K. CONSULTANT AGREEMENT CLOSEOUT CHECKLIST K-1 TO K-2

L. SIGNATURE PAGE L-1 TO L-2

THIS AGREEMENT, entered into this _____ day of _____ 20_____, by and between MILWAUKEE COUNTY (hereinafter referred to as “MILWAUKEE COUNTY” or “OWNER”) and

Cardno, Inc.

(hereinafter referred to “CONSULTANT”), is subject to the following conditions:

1. GENERAL CONSULTANT

- 1.1 The Consultant shall provide Professional Architectural and/or Engineering Services for the various phases of the Project, as may be authorized, in accordance with the terms and conditions of this Agreement.
- 1.2 The CONSULTANT shall designate in the space provided below one principal of the firm responsible to OWNER and available to answer questions, make decisions, and bear full responsibility for the Project.

Anngie Richter is the designated principal.

2. PROJECT SCOPE

2.1 Work within the scope of this Agreement shall include the tasks and objectives set forth in the OWNERS Request for Proposal (“RFP”), which is incorporated herein by reference, the CONSULTANTS Scope of Work (see **Attachment “A”**), and any Addenda, on a Not-to-Exceed Sum Basis with Reimbursable Expense if required as ~~outlined~~ in this Agreement.

2.1.1 CONSULTANT shall preform professional consulting services for OWNER when and as directed by OWNER and shall respond to OWNER inquiries within forty-eight (48) hours.

2.1.2 OWNERS desired completion dates for critical items: (refer to Paragraph 3.8 Performance Time)

- .1 Programming and Master Plan _____
- .2 Schematic Design _____
- .3 Design Development _____
- .4 Contract Documents _____
- .5 Bid Opening _____
- .6 Construction Start _____
- .7 Substantial Completion/Occupancy _____
- .8 _____
- .9 _____
- .10 _____

3. BASIC SERVICES

Services shall be furnished by the CONSULTANT for performance of the following as may be requested in the RFP and the Scope of Work. Basic Services shall include all work described herein except as more specifically described, required, added or modified by the RFP, Scope of Work and Addenda.

3.1 Programming and/or Master Plan Phase

3.1.1 From Interviews, research, and study of the OWNERS needs, the CONSULTANT shall prepare a program and an Estimate of Probable Construction Costs for the project. Elements of the program shall include a full description of each of the following:

- .1 Exterior and interior functional areas and spaces of the Project, with technical and equipment requirements on each;
- .2 Comparisons between existing and proposed facilities and systems;
- .3 Diagrams to describe proposed circulation and relationships between functional areas and departments;
- .4 Descriptions of provisions for future changes and growth;
- .5 Narrative of the rationale for proposed program and prioritized options to maintain Project budget.

3.1.2 Upon completion of the Programming Phase documents, the CONSULTANT shall submit three (3) copies of drafts of same for review.

3.1.3 After review, the CONSULTANT shall incorporate necessary corrections and additions into the final report and submit three (3) copies to OWNER for approval.

3.2 Schematic Design Phase

3.2.1 Based upon the approved written program and budget, the CONSULTANT shall further examine the site and existing facilities, study existing conditions, and, based on the programmed analysis of OWNER's requirements, prepare studies and drawings of suggested solutions, outline suggested construction materials and systems, and submit recommendations for approval by OWNER.

3.2.2 The CONSULTANT shall prepare drawings and other exhibits which are conceptual in character and closely follow the program developed and accepted in the Programming Phase.

3.2.3 The CONSULTANT shall incorporate in these schemes conceptual building plans, preliminary sections and elevations, influence of site, selection of building systems and materials, and show approximate dimensions, areas and volumes.

3.2.4 The CONSULTANT shall submit an Estimate of Probable Construction Costs upon which OWNER can evaluate the Project and determine whether to proceed with the Design Development Phase.

3.2.5 The CONSULTANT shall submit three (3) copies of the Schematic Design Phase documents for review.

3.3 Design Development Phase

- 3.3.1** After receiving approval of the Schematic Design Phase submittal, the CONSULTANT shall develop design and prepare drawings and other documents to fix and describe the size and character of the entire Project as to site work, architectural, structural, mechanical, and electrical systems, equipment, construction materials, and such other essentials as may be appropriate, including functional and operational aspects of facilities.
- 3.3.2** The CONSULTANT shall design the Project in compliance with applicable federal, state, and local codes, ordinances and regulations, and with requirements or service rules of utilities having jurisdiction.
- 3.3.3** The CONSULTANT shall provide revised Estimate of Probable Construction Costs provided during Schematic Design Phase.
- 3.3.4** The CONSULTANT shall submit three (3) copies of the Design Development Phase documents for review.

3.4 Contract Documents Phase

- 3.4.1** After receiving approval of Design Development Phase submittal, the CONSULTANT shall prepare drawings and specifications for bidding and construction purposes, including what testing, warranties and guarantees are required of the parts and systems. When documents are approximately eighty percent (80%) complete, the CONSULTANT shall submit three (3) copies to OWNER for review and comments.
- 3.4.2** When the documents are one hundred percent (100%) complete, the CONSULTANT shall submit three (3) copies to OWNER for approval of completed Bidding Documents and an updated Estimate of Probable Construction Costs.
- 3.4.3** The CONSULTANT shall conform to OWNER's current standard formats on file in Architecture, Engineering and Environmental Services Section of the Facilities Management Division of Milwaukee County Department of Administrative Services, 633 W. Wisconsin Avenue, 10th Floor, Milwaukee, Wisconsin 53203.
- 3.4.4** After the one hundred percent (100%) complete bidding documents have been approved by OWNER, the CONSULTANT shall submit one (1) signed, stamped original set of Bidding Documents suitable for use in reproducing document sets for distribution during the bid process, unless otherwise specified in the Agreement.

3.5 Bidding Phase

- 3.5.1** OWNER will make Contract Documents available to Bidders. OWNER will determine cost and other terms. OWNER will direct bidding of Contracts (informal, formal, multiple or single prime construction contracts).
- 3.5.2** CONSULTANT shall:
 - .1** Coordinate with OWNER for Advertisement of Bids. OWNER will prepare and place Advertisement of Bids.
 - .2** Make Application for required plan approvals. Pay local and state Examination Fees and be reimbursed at cost (fee for General Building Permit to be paid by Contractor).
 - .3** Prepare necessary Addenda copies for distribution required to amend or clarify Bidding

Documents. Complete Addenda so Bidders have access to them at least five (5) working days prior to bid opening. OWNER will mail out Addenda copies if they are delivered no later than seven (7) working days prior to bid opening.

- .4 Conduct a pre-bid conference, log attendance, tour site and take minutes of the conference, with one (1) copy to OWNER.
- .5 Review bids for conformance with bidding requirements. Make recommendations as to award of contract(s).

3.5.3 If the low acceptable bid total received exceeds by five percent (5%) the Estimate of Probable Construction Costs submitted prior to bidding, the CONSULTANT shall revise the Bidding Documents, and rebid the project at no additional cost to OWNER.

3.6 Construction Phase

3.6.1 The CONSULTANT shall provide clarifications necessary for construction; review and approve shop drawings and other submittals; coordinate colors and materials with OWNER as defined in the Contract Documents.

3.6.2 The CONSULTANT shall provide administration; coordination and on-site observation of the work in compliance with Wis. Stats. Chapter 443; confirm compliance with Contract Documents; determine quality and acceptability of materials provided and interpret Contract Documents; observe required tests; make recommendations regarding Change Orders and payments to contractors; and make recommendations as to Substantial Completion and final acceptance of the Project.

3.6.3 The CONSULTANT shall issue a Construction Bulletin ("CB") in response to all Requests for Information ("RFIs") estimated to impact the construction contract dollar amount by more than \$5,000.00. A CB may be required on a case-by-case basis by the OWNER for RFIs estimated to impact the construction contract dollar amount by less than \$5,000.00.

3.6.4 The number of additional CONSULTANT visits to site shall be as stated in the RFP.

3.6.5 The CONSULTANT shall not have authority over or responsibility for means, methods, techniques, sequences or procedures of construction selected by contractor(s) for safety precautions and programs incident to the work of contractor(s) or for the failure of contractor(s) to comply with laws, rules or regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing work.

3.7 General Consultant Services

CONSULTANT services applicable to the above phases include the following:

3.7.1 Conferences with OWNER, Users, Prime Contractors and subcontractors required to review and resolve questions regarding the Project.

3.7.2 When requested by OWNER, the CONSULTANT shall attend presentations and appearances before public bodies with OWNER to discuss details, to comment, to recommend, to give progress reports, and to obtain approvals.

3.7.3 Cost Control: The budget established by the OWNER for the construction of the Project and CONSULTANT fee shall be considered as absolute. The CONSULTANT shall advise OWNER in writing of the following:

- .1 If directives or actions of OWNER increase the scope or cost of the Project or are considered by CONSULTANT to constitute Additional Services under this Agreement.
- .2 If CONSULTANT becomes aware that current market conditions have changed sufficiently to preclude construction within the limits of the approved budget.

3.7.4 The CONSULTANT shall recommend to OWNER the obtaining of such investigations, surveys, tests, analyses, and reports as may be necessary for proper execution of CONSULTANT's services.

3.7.5 CONSULTANT shall comply with Wisconsin Laws pertaining to registered architects and engineers, and federal, state, and local laws, codes, and regulations relating to responsibilities in design and administration of this Agreement.

3.8 Performance Time

The CONSULTANT shall complete the following time schedule for the performance of CONSULTANTS services:

- .1 Programming and/or Master Plan Phase _____
- .2 Schematic Design Phase _____
- .3 Design Development Phase _____
- .4 Contract Document Phase _____

The schedule shall show each phase of the Project in working days, including review times, and, if required, sub-schedules to define critical portions of schedule. The schedule shall be mutually acceptable to CONSULTANT and OWNER and, at a minimum, shall be consistent with the completion dates included in Paragraph 2.1.2.

3.9 Record Documents

See **Attachment "H"**.

3.10 Subconsultant Services

Should CONSULTANT find it necessary or advisable to employ subconsultants for performing services under this Agreement, the following shall apply:

3.10.1 CONSULTANT shall:

- .1 Be responsible for services performed by any subconsultants under this Agreement.
- .2 Be compensated for the cost of any subconsultants as provided under Payments (subconsultant compensation is included in the overall basic compensation total).

3.10.2 Subconsultants employed shall be engaged in conformance with the following:

- .1 Obtain OWNER's written approval for the hiring of each proposed subconsultant to be used in performance of the contractual obligations under this Agreement. Milwaukee County's Project Manager will indicate such approval and/or rejection on **Attachment "I"**.
- .2 Within five (5) days of the above approval, subconsultant shall execute **Attachment "J"**, binding subconsultant to the terms and conditions of this Agreement including the Audit and

Inspection of Records requirements.

- .3 Milwaukee County will not approve as a subconsultant a person connected with a firm manufacturing, selling, or installing material or equipment that is or may be included in Project.
- .4 Approved subconsultants shall also complete **Attachment "B"** (Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule) for potential additional services to be requested at a later date.

3.10.3 Unless otherwise approved by OWNER, CONSULTANT shall not employ subconsultants within the CONSULTANT's specialties, i.e. architectural design for architects, electrical for electrical engineers, HVAC for HVAC engineers, etc.

3.10.4 Fees for subconsultants shall be compensated by OWNER as billed to CONSULTANT (there shall be no mark up for costs/fees billed by subconsultants).

3.11 Additional Services

Based on hourly service rates (see **Attachment "B"**).

Services described in this Section are not included in Basic Services, and shall be paid by OWNER in addition to compensation for Basic Services. The services described under this Section shall only be provided if authorized in writing by the OWNER following a mutual agreement of the scope of the additional services and negotiation of a fair and reasonable actual cost "not-to exceed" fee.

3.11.1 If OWNER and CONSULTANT agree that the performance of this Agreement requires representation at the construction site in addition to that described in Paragraph 3.6.2, then CONSULTANT shall provide one or more Project Representatives to assist in carrying out of such additional on-site responsibilities.

- .1 Through the observations by such Project Representatives, the CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in work, but furnishing such project representation shall not modify rights, responsibilities or obligations of CONSULTANT as described elsewhere in this Agreement.

3.11.2 Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 The result of a change by OWNER from a previous instruction or approval given by the OWNER, including revisions made necessary by adjustments in OWNER's program or Project budget;
- .2 Required by enactment or revision of codes, laws or regulations subsequent to preparation of such documents; or
- .3 Due to changes required as a result of OWNER's failure to render decisions in a timely manner.

3.11.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, OWNER's schedule or method of bidding and contracting for construction.

3.11.4 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.11.5 Providing services made necessary by the default of a contractor, by major defects or deficiencies in the work of a contractor, or by the failure of performance of either the OWNER or a contractor under contract for construction.

3.11.6 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where CONSULTANT is party thereto or as exempted by Paragraph 4.3.1.

3.11.7 Providing services to apply for and obtain code variances, if necessary.

3.11.8 Provide an inventory and placement of OWNER's existing furniture and equipment.

3.11.9 Providing other services as requested by the OWNER.

3.12 Reimbursable Expenses

See **Attachment "C"** for specific description of reimbursable expenses. Reimbursable expenses are limited to those not included in the CONSULTANTs and/or subconsultants' "Overhead Factor".

3.12.1 The allowance for all reimbursables for the project shall not exceed zero
_____ Dollars. (\$ 0.00).

4. COMPENSATION (applicable to both CONSULTANT and subconsultants)

CONSULTANT compensation for services shall be based on the following terms and conditions:

4.1.1 The Basic Services Compensation Total for the project for the CONSULTANT including all subconsultants shall be the "Not-To-Exceed" sum of \$72,352.00 Dollars on the basis of hourly rates set forth in Paragraph 4.2.

4.2 Additional Services Rate Itemization

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

On **Attachment "B"** 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 "B-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:

- Social Security
- Vacation, Holiday & Sick Pay
- Pension & Personal Insurance Plans
- Local Telephone & Fax Service
- General Office Expenses
- Dues & Subscriptions
- Profit
- Registration Fees

- Insurance
- Postage & Shipping (see "C-2")
- Taxes
- Office & Drafting Supplies
- Repairs & Maintenance
- Selling Expense
- Office Rental
- General Advertising
- Office Utilities
- Legal & Accounting Expenses
- Auto Expenses, Parking
- Travel Costs to locations within a 100 mile radius of Milwaukee
- Meals
- Use of Gadd Equipment and Systems (including drawing plots)
- Miscellaneous Overhead

For personnel changes during the term of this Agreement submit a new **Attachment "B-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.

4.3 Payment for Approved Additional Services

If approved Additional Services as set forth in Paragraph 3.11 are performed, CONSULTANT shall be paid for such services and expenses on the basis of hourly rates set forth in Paragraph 4.2. Amounts paid may be in excess of the Basic Compensation.

4.3.1 Non-Reimbursable Costs and Services

If arbitration or court proceedings are brought against OWNER for damages or other relief attributable to the negligent acts of CONSULTANT or defective drawings, specifications, or other Contract Documents for which the CONSULTANT is responsible, CONSULTANT, to the extent CONSULTANT is found responsible, shall assume the defense, bear any related legal expense, and satisfy awards and judgments resulting from such claims. The CONSULTANT shall pay the costs of revisions to drawings or other documents because of errors or omissions on the part of CONSULTANT.

Costs not specifically mentioned in **Attachment "C"**.

5. PAYMENTS

Payments to CONSULTANT for services shall be made as follows:

5.1 Monthly invoices: **Attachments "D-1" & "D-2"** for "Basic Services Compensation" and **Attachments "D-1", "D-2" and "D-3"** for approved "Additional Services". All costs submitted on these attachments 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. Except for documentation specifically required by the attachments, all other supporting documentation shall not be submitted but shall be clearly identified and readily accessible as specified herein under Section 9, AUDIT AND INSPECTION OF RECORDS.

5.1.1 Bill each individual annual project or requested service separately following the format of OWNER's **Attachments "D-1" though "D-3"** not more than once monthly or when project CONSULTANT service is complete. Each billing shall be for not less than \$500, except for the final billing for an amount due.

5.2 Monthly Invoices and Retainage

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.

5.3 Progress Payment limitations

Progress payments for basic services shall total no more than the following percentages of total basic compensation payable.

Program and Master Plan	Ten Percent (10%)
Schematic Design	Twenty Five Percent (25%)
Design Development	Forty Percent (40%)
Contract Documents	Seventy Eight Percent (78%)
Bidding	Eighty Two Percent (82%)
Construction Administration	One Hundred Percent (100%)

5.4 Final Payment

5.4.1 Final Payment shall be made after the following have been accomplished:

- .1 OWNER is in receipt of CONSULTANT's signed Certification of Substantial Completion (A.I.A. Document G704) in conformance with Contract Documents (for each contract).
- .2 OWNER is in receipt of "Record Documents".
- .3 OWNER is in receipt of CONSULTANT's invoice labeled "Final Billing".
- .4 OWNER has determined that CONSULTANT has performed the obligations under this Agreement.

5.4.2 Final payment shall be the release of the five percent (5%) retainage, held by OWNER from partial payments for performance under this Agreement.

5.4.3 Upon notification from OWNER to the CONSULTANT that the obligations under this Agreement have been completed, the CONSULTANT shall within thirty (30) calendar days submit for payment a final invoice for any remaining unpaid charges. Should the CONSULTANT fail to respond within the thirty (30) days, the OWNER will assume no additional charges have been incurred. OWNER will transmit to CONSULTANT notice of termination of this Agreement with a check for any remaining retainage.

6. DISPUTE RESOLUTION

6.1 Claims, disputes and other matters in question between the CONSULTANT and the OWNER arising out of or relating to the Agreement or breach thereof, which cannot be resolved through negotiation between the parties, shall be subject to and decided at the sole discretion of the OWNER, either by the process and procedures set forth in Article 6 of AIA Document 8901, Part 1, (1996 edition, not bound herein) Dispute Resolution - Mediation and Arbitration or in a court of law.

6.2 Any mediation or arbitration conducted under this Agreement shall take place in Milwaukee, Wisconsin, unless an alternative location is chosen by mutual agreement of the Parties. The exclusive venue for any cause of action brought in relation to this Agreement shall be Milwaukee

County Circuit Court, Milwaukee, Wisconsin.

7. CONSULTANTS RESPONSIBILITY

7.1 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 County Risk Manager. Furnish acceptable proof of such coverage to the County Risk Manager prior to services commenced under this Agreement.

7.1.2 Provide evidence of the following coverage and minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation	Statutory (Waiver of 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	\$2,000,000 Per Occurrence
(Refer to paragraph 7.2 for additional conditions)	
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 General Mitchell International Airport and Timmerman airport 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.

7.1.3 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 Milwaukee County shall be provided. Afford OWNER Thirty (30) day written notice of cancellation or non-renewal.

- 7.1.4 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's Risk Manager for approval as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.
- 7.1.5 Submit certificate of insurance and endorsements for review to OWNER for each successive period of coverage for duration of this Agreement.
- 7.1.6 The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the OWNER's Risk Manager.
- 7.1.7 Required certificates and endorsements shall be part of **Attachment "E"**.

7.2 Professional Liability - Additional Provisions

- 7.2.1 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's Risk Manager as requested to obtain approval of coverage as respects this section.
- 7.2.2 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.
- 7.2.3 Give immediate attention to these revisions or corrections to prevent or minimize delay to Project schedule.
- 7.2.4 Be responsible to the OWNER for losses or costs to repair or remedy as a result of CONSULTANT's negligent acts, errors or omissions.
- 7.2.5 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.
- 7.2.6 Deviations and waivers may be requested in writing based on market conditions to OWNER's Risk Manager. 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.
- 7.2.7 Obtain information on the professional liability coverage of subconsultants and/or subcontractors in the same form as specified above for review by OWNER's Risk Manager.

7.3 Compliance with Governmental Requirements

- 7.3.1 Evidence satisfactory compliance for Unemployment Compensation and Social Security Reporting as required by federal and state laws.

7.4 Indemnity

Each party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the other party, and its agents, officers and employees, from and against all loss and expenses including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or

agents which may arise out of or are connected with the activities covered by this Agreement. Each party shall further indemnify the other from, and defend against, any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) sexual discrimination or harassment, (3) any personal injury (including death) received or sustained by any employee of either party, its subcontractors, agents, or invitees for any reason not covered by workers compensation, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent, or otherwise, to the extent caused by a party or its employees. Milwaukee County's liability shall be limited by Wisconsin State Statutes § 345.05(3) for automobile and § 893.80(3) for general liability.

7.5 Conflict of Interest

7.5.1 CONSULTANT shall not specify, recommend, nor commit OWNER to purchase or install material or equipment from an entity with which CONSULTANT has financial or ownership interest without obtaining prior approval.

7.6 Cost and Scheduling

See **Attachment "G"** - Cost & Scheduling Systems Requirements.

The CONSULTANT shall prepare for inclusion with **Attachment "A"** a "Scope of Work and Budget" spreadsheet that is intended to represent the CONSULTANT's work plan, estimates of cost by task, and the consequent development of the "Not-To-Exceed" compensation totals for each service provided. The Spreadsheet shall identify all scheduled project tasks, assigned staff and firm, estimated labor hours for each staff by task, the cost per hour for each, reimbursable expenses, and total cost for each staff by task. Reimbursable expenses shall be totaled to correspond with each allowance indicated in Section 3. Additional columns on the spreadsheet shall provide a breakdown of project cost by CONSULTANT and subconsultant.

If specifically requested by OWNER, the spreadsheet shall also contain the direct salary rate per hour, overhead rate and profit for each staff and columns shall be totaled to identify the direct labor, overhead, and profit breakdown of each Basic Services Compensation Total indicated in Section 4 of this Agreement.

Concurrent with each monthly invoice the CONSULTANT shall submit an "Earned Value" spreadsheet in the same format as described above. This spreadsheet shall identify project cost and value earned through the date of each invoice. A pay application will not be accepted for payment processing without an appropriate and accurate identification of earned value on this spreadsheet. Each "Earned Value" spreadsheet shall correspond and agree with the project schedule updates required in **Attachment "G"**.

8. OWNERS RESPONSIBILITIES

8.1 OWNER will provide information regarding the requirements for the Project which will set forth OWNER's objectives, schedule, constraints and criteria.

8.2 OWNER will designate a representative authorized to act on the OWNER's behalf with respect to the Project. The OWNER or such authorized representative shall render, in a timely manner, decisions pertaining to documents submitted by the CONSULTANT.

8.3 OWNER will furnish surveys required by the Project, and not otherwise provided in the CONSULTANTS proposal, describing physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. Surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and

adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; utility services and lines, both public and private, above and below grade, including inverts and depths. Survey information will be referenced to the project benchmark.

- 8.4 OWNER will furnish the services of geotechnical engineers when such services are requested by the CONSULTANT.
- 8.5 OWNER will furnish structural, mechanical, and other laboratory and environmental tests, required by law or the Contract Documents.
- 8.6 OWNER will give prompt written notice to CONSULTANT if OWNER becomes aware of a fault or defect in the Project or CONSULTANT's nonconformance with the Contract Documents.
- 8.7 OWNER will utilize a consultant grading procedure for CONSULTANT's performance on each Milwaukee County project. The Project Manager will grade CONSULTANT's performance and share preliminary grading with the CONSULTANT. CONSULTANT will have an opportunity to review and comment on the performance report. The final report along with CONSULTANT comments will become part of the Project file and will also be added to a database tabulating all such performance ratings (see **Attachment "K"**).

9. COUNTY RIGHTS OF ACCESS AND AUDIT

- 9.1 The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, 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 Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, 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. OWNERSHIP OF DOCUMENTS

- 10.1 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 County. 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 "H"**).

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.

- 10.2 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.

10.3 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.

11. EQUAL EMPLOYMENT OPPORTUNITY

11.1 In accordance with Section 56.17 of the Milwaukee County Code of General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, CONSULTANT certifies as to the following:

11.1.1 Non-Discrimination

- .1 The CONSULTANT shall not discriminate against an employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, or disability, marital status, family status, lawful source of income or status as a victim of domestic abuse, sexual assault or stalking, which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- .2 The CONSULTANT shall post in conspicuous places, available to employees, notices to be provided by the County, setting forth provisions of non-discrimination clause.
- .3 A violation of this Section 11 shall be sufficient cause for OWNER to terminate this Agreement without liability for uncompleted portion or for materials or services purchased or paid for by CONSULTANT for use in completing this Agreement.

11.1.2 Affirmative Action Program

- .1 CONSULTANT shall strive to implement principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the use of women, minorities, and persons with disabilities and other protected groups, at all levels of employment in all divisions of CONSULTANT's work force, where these groups may have been previously under-used and under-represented.
- .2 In the event of dispute of compliance with these requirements, CONSULTANT shall be responsible for showing that the requirements have been met.

11.1.3 Affirmative Action Plan

- .1 CONSULTANT shall certify that if it has fifty (50) or more employees, a written affirmative action plan has been filed or will be developed and submitted (within 120 days of contract award) for each establishment. File current Affirmative Action plans, if required, with one of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit, 633 W. Wisconsin Avenue, 9th Floor, Milwaukee, Wisconsin 53203. If a current plan has been filed,

indicate where filed _____ and the year covered _____

- .2 The CONSULTANT shall require lower-tier subcontractors who have fifty (50) or more

employees to establish similar written affirmative action plans.

11.1.4 Non-Segregated Facilities

CONSULTANT shall certify that it does not and will not maintain or provide segregated facilities for employees at its establishments, and that employees are not permitted to perform their services at a location under its control where segregated facilities are maintained.

11.1.5 Subconsultants

CONSULTANT shall certify that certifications regarding non-discrimination, affirmative action program, and non-segregated facilities have been obtained from proposed subconsultants that are directly related to contracts with Milwaukee County, if any, prior to the award of subcontracts, and that such certification will be retained.

11.1.6 Reporting Requirement

Where applicable, CONSULTANT shall certify compliance with reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60 (Equal Opportunity Employment).

11.1.7 Employees

CONSULTANT shall certify that 5 employees are in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee, and Washington, Wisconsin) and that it has 4,000 employees in total.

11.1.8 Compliance

CONSULTANT shall certify that it is not currently in receipt of outstanding letters of deficiencies, show cause, probable cause, or other notification of non-compliance with EEO regulations.

12. TERMINATION OF AGREEMENT

- 12.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 12.2 This Agreement may be terminated by the OWNER without cause upon at least seven (7) days written notice to CONSULTANT.
- 12.3 OWNER's obligation for CONSULTANT'S services rendered to the date of termination shall be for that proportion of fee earned, plus retainage and authorized Reimbursable Expenses.
- 12.4 In the event of termination completed or partially complete work materials prepared by CONSULTANT in conduct of this Agreement shall be provided to and become the property of OWNER.
- 12.5 This Agreement shall terminate on December 31 of the calendar year in which the Agreement was executed, unless mutually extended in writing.

13. SUCCESSORS AND ASSIGNS

This Agreement is binding upon the OWNER, the CONSULTANT, and their respective successors, assigns, and legal representatives. Neither shall assign, sublet, nor transfer its interest in this Agreement without the prior written consent of the other.

14. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin.

15. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between OWNER or its successors or assigns and CONSULTANT or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, CONSULTANT is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

16. PROHIBITED PRACTICES

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

16.2 CONSULTANT hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

17. EXTENT OF AGREEMENT

17.1 This 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 Agreement shall not be superseded by provisions of contracts for design or construction and may be amended only by a written instrument signed by both the OWNER and the CONSULTANT.

17.2 Nothing contained herein shall be deemed to create any contractual relationship between the CONSULTANT and any of the contractors, subcontractors, or material suppliers on the Project; nor shall anything contained herein be deemed to give any third party any claim or right of action against the OWNER or the CONSULTANT which does not otherwise exist without regard to this Agreement.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

- 18.1** The award of this contract is conditioned upon the Good Faith Efforts (GFE) put forth by the bidder/proposer in achieving this contract's assigned Disadvantaged Business Enterprise (DBE*) goal. The bidder/proposer shall operate in good faith to ensure that DBEs have opportunities to participate on this contract.
- 18.2** **DBE Goal:** This contract's DBE participation goal is 17%. For purposes of responsiveness, this participation goal shall be met based upon the dollar value of the base bid, initial offer or initial scope of work. As it may be in the best interest of Milwaukee County to accept the inclusion of alternates, or a best-final offer, approval of DBE participation shall be based upon total contract award. Likewise, if the successful contractor/consultant receives additional work on the contract, e.g., change orders, addendums, use of allowances, etc., DBE participation shall be based upon the revised contract total. **Contractors/Consultants, who are also DBE firms, must perform** at least thirty (30) percent of the contract with their own work force.

PRIOR TO BID/PROPOSAL OPENING

- 18.3** As a matter of responsiveness, the contractor/consultant shall submit with its original bid/proposal, the completed **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)** and the signed and notarized **Commitment to Contract with DBE (DBE-14)** form(s) detailing the participation plan being proposed to meet or exceed this contract's participation goal. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete **Certificate of Good Faith Efforts (DBE-01)** form and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms. CBDP reserves the right to reject a bid/proposal, as non-responsive, if the required documentation is not submitted with the original bid/proposal.
- 18.4** Milwaukee County's Community Business Development Partners Department (CBDP) determines the sufficiency of the intended contract awardee's good faith efforts undertaken to achieve the assigned DBE participation goal. These efforts are proven by doing either of the following:
- a.** Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized **Commitment to Contract with DBE (DBE-14)** form for each DBE documenting sufficient participation; or
 - b.** Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation, which will include a signed and notarized **Commitment to Contract with DBE (DBE-14)** form for each DBE documenting the participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited from ignoring *bona fide* good faith efforts when making determinations on requests for modification of the contract goal, in whole or part. Determinations are made on a contract-by-contract basis.
- 18.5** The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Mere pro forma efforts are not good faith efforts. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).

- 18.6** In the event CDBP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal.
- 18.7** Listing a DBE on the ***Commitment to Contract with DBE (DBE-14)*** form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed and secured actual pricing from the DBE firm. If awarded the contract, the contractor/consultant shall enter into contract agreement, directly or through subcontractors, with each DBE firm listed on the ***Commitment to Contract with DBE (DBE-14)*** form(s) for the work and price set forth thereon. The agreement(s) must be submitted to CDBP within seven (7) days from receipt of the "Notice-to-Proceed" or execution of the purchase order.
- 18.8** The DBE participation credited towards the contract goal for both DBE and non-DBE prime contractors is calculated on the following criteria and is further identified in 49 CFR §26.55:
- a.** Prime Contractor shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. CDBP through the application of 49 CFR §26.55(c) is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
 - b.** Prime Contractor shall be credited with one hundred (100%) percent for the work performed by the DBE subcontractor with its own forces. If a DBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will not be counted towards the DBE goals unless the work is performed by another DBE firm. The Prime Contractor will be given credit for the cost of material and supplies obtained by the DBE and installed by the DBE for work on the contract. The Prime Contractor will also be given credit for the cost of equipment leased by a DBE subcontractor provided the equipment is not leased from the prime contractor or its affiliates.
 - c.** Prime Contractor shall be credited with one hundred percent (100%) of the expenditures to DBE manufacturers. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials or substantially alters the materials or supplies obtained by the contractor.
 - d.** Prime Contractor shall be credited with sixty (60%) of the expenditures for materials or supplies purchased from a certified DBE regular dealer.

A Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

Brokers, packagers and manufacturers' representatives or other persons who arrange or expedite transactions are not regarded as regular dealers within the meaning of section 26.55.

- e. Prime Contractor shall be credited one hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. A prime contractor shall also be credited with one hundred (100%) percent for fees or transportation charges for the delivery of material or supplies by a DBE to a job site provided that the County determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the material and supplies will not be credited towards its DBE goals.
- f. Prime Contractor shall be credited with one hundred percent (100%) of transportation expenditures with DBE trucking firms provided the DBE firm is responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator; however, the DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. (Concrete ready mix operations will not receive credit for leased concrete delivery trucks from non-DBE firms).
- g. Contractor/Consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.

18.9 Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If a bidder/proposer wishes to utilize a DBE certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. Additionally, any such named DBE must apply for certification with the Wisconsin UCP prior to bid opening or proposal due date. For assistance related to certified DBE firms, contact the Certification and Compliance Administrator at (414) 278-4747.

18.10 When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request supporting documentation from both the contractor/consultant and any listed DBE. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

FOLLOWING CONTRACT AWARD

18.11 When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and any subcontractors/ subconsultants or material suppliers, documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CBDP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

- a. Terminate or cancel the contract, in whole or in part;
 - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CBDP of less than adequate good faith efforts on the part of the contractor/consultant; and/or
 - d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
- 18.12** Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP, through the application of 49 CFR, §26.55(c), is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- 18.13** After the execution of the contract, contractor/consultant must submit copies of executed **Subcontract Agreement(s)** for each DBE firm listed on the contract. Attach agreements to the first payment application. **APPLICATIONS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS ARE NOT SUBMITTED AS REQUESTED.** In addition, **contractor/consultant** shall document that each DBE is notified at least three (3) working days before start of their subcontract work.
- 18.14** Contractor/Consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.
- 18.15** Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, if the contractor/consultant has a problem in meeting the goal, or any other problem relative to these requirements, the contractor/consultant shall immediately contact CBDP at (414) 278-4747. The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request, including the performance log. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to subletting work on this project.
- 18.16** **Requests For Payment:** A ***DBE Utilization Report (DBE-16)*** form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period from the start of the project to the end of each period covered by the request for payment being

submitted. This report must be submitted even if no DBE activity took place during the period being reported. Contractor/Consultant must indicate on the AIA Document **G703 - Continuation Sheet**, or similar, work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Contractor/Consultant shall notify DBEs of the date on which they must submit their invoices for payment. Failure to submit required forms with requests for payment will result in denial of payment, or other sanctions deemed appropriate by Milwaukee County, including those listed in Section 11, above.

- 18.17** **Final Payment Verification**. Contractor/Consultant shall submit a **Contract Close-Out DBE Payment Certification (DBE-18)** form completed by the contractor/consultant and each DBE along with its final request for payment, in addition to a final **DBE Utilization Report (DBE-16)** covering the entire project. Milwaukee County will not process the final request for payment without inclusion of these required forms.
- 18.18** Milwaukee County has a revolving loan program for DBE firms. The program is administered by CBDP. Should the Prime Contractor utilize a DBE that is a participant in this revolving loan program, the contractor will cooperate fully and completely with the County to facilitate repayment of said loan. Said cooperation includes, but is not limited to, written information regarding balance of DBE subcontractor's contract, 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 the revolving loan program
- 18.19** Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.

Project Approach

To gain a better conceptualization of the requirements of this project, several Cardno team members conducted a site visit on September 22, 2020. Cardno identified that several issues that will need to be overcome for both the Habitat Restoration Plan and Wetland Scrape Design. First, there is an abundance of invasive species within the Little Menomonee River Parkway. Numerous *Fraxinus pennsylvanica* (green ash) dead snags were also observed, likely from *Agrilus planipennis* (emerald ash borer). Both of these challenges will be incorporated into all implementation plans. Additionally, many members of the public were observed enjoying the Parkway. Public safety will be a key consideration of all work performed. Finally, Cardno is prepared to use the software Microsoft Project to communicate and track project progress to MCP.

Our project approach is broken into four separate tasks to efficiently and successfully complete the three phases identified in the RFP. Task 1 is preliminary data gathering and field investigations. The information and data gathered in Task 1 is vital for successfully completing Phases 1-3 of the RFP. Cardno's Task 2 encompasses the entire Habitat Restoration Plan which is Phases 1A and 2A of the RFP. Cardno's Task 3 encompasses the Wetland Scrape Design and Implementation Plan which is Phases 1B and 2B of the RFP. Cardno's Task 4 encompasses Phase 3 of the RFP which is the Bid Documents, Permitting, and Approvals. The four tasks that Cardno has identified and the staff members assigned to each task are displayed in the organization chart above. Each task is anticipated to present its own unique set of challenges that will need to be overcome by the project team. A more detailed breakdown of each task, anticipated challenges, and solutions to those challenges are provided below.

Task 1: Preliminary Data Gathering and Field Investigations

Upon receipt of the Notice to Proceed, Cardno will reach out to MCP and WDNR to acquire all project related data. Due to the large amount of data that is anticipated, a large portion of our team will be responsible for reviewing the received data to identify any gaps where additional information is needed from the field. A field visit will be conducted to gather any additional information that is necessary for the completion of the project. This field visit will occur before frozen ground conditions and snow cover occurs. For the sake of efficiency, one site visit will occur to collect additional data that will inform the habitat restoration plan and the wetland scrape.



A primary focus of the field visit will be collect information to support the design of the wetland scrape. Due to the start of this project occurring outside of the growing season, the wetland boundary will be preliminarily determined in the area of the wetland scrape. The preliminary wetland boundary will be recorded using Global Positioning System (GPS) technology and will be used to inform the design of the wetland scrape. A full wetland delineation will be completed at the beginning of the 2021 growing season. It is assumed that the 2021 growing season will start sufficiently early to allow for the completion of this project by July 1. A variety of factors will be studied to estimate the approximate depth of the water table. The existing sedge meadow within LMR 5 will also be field visited and its characteristics recorded to further inform the design of the wetland scrape.

Challenges to Overcome

Challenge	Solution
1. Large amount of data to be reviewed.	A large contingent of our project team will be involved in the review of the collected data to ensure all of the data can be thoroughly reviewed in a timely manner.
2. Project beginning outside of growing season.	The wetland boundary within the wetland scrape location will be preliminary assessed in November to December 2020. When the 2021 growing season begins, the wetland delineation will be completed by WDNR Assured Wetland Delineator Alice Thompson. This will avoid the additional step of WDNR wetland boundary concurrence.
3. Unforeseen additional field visits to collect missing data.	Cardno's office is located within six miles of the project area and any unexpected field visits can be conducted within minimal effort.

Task 2: Habitat Restoration Plan (Phase 1A and Phase 2A)

Habitat restoration plan development will begin with review and compilation of the existing data and information on the project area including vegetative and faunal surveys, wetland maps, site habitat assessments, and endangered species investigation data. The habitat restoration plan will be tailored to meet MCP's goals for the LMR corridor including; to protect ecologically significant areas, maintain and increase native plant and wildlife diversity, reduce the impact of invasive species, enhance and maintain the environmental corridor, and implement restoration projects that are a priority for the Parks Dept. while also addressing BUIs associated with the Milwaukee Estuary AOC.



Considering the goals and objectives of the LMRP ERMP, our team will prepare a habitat restoration plan that will prioritize management efforts and provide a blueprint for the implementation of the proposed restoration activities. Each step in the restoration plan will describe the specific activities, methods and equipment to be utilized, appropriate timing and sequencing of operations and supporting data. In general, the beginning phases of the restoration plan would include the removal of "Rapid Response Invasive Species", target woody species removal in sensitive areas, and selective tree thinning. Invasive species cover data and maps will be used to prepare species-specific management guidelines and treatment schedules, as well as provide the basis for implementation bid quantities and standards of performance. Specific project metrics will be developed in order to assess the effectiveness of invasive species control and to determine when an area can effectively be revegetated with native plant species.

Upon review and approval of the Phase 1 Habitat Restoration Plan by MCP and WDNR, our team will finalize the implementation plan including the complete technical specifications for inclusion in the project manual and complete final probable construction cost estimates.

Challenges to Overcome

Challenge	Solution
1. Determining appropriate invasive species control method based on site access.	Areas where the use of machines or equipment would be the most effective and economical means of control will be field verified to ensure adequate access is available prior to assigning this method to the area in question. Additionally, sensitive area will be identified where targeted hand applied techniques will be used.
2. Availability of specified native species plant stock for native revegetation purposes.	We will specify the use of native species known to be available from nurseries that provide regionally available plant material. A list of acceptable substitution species will also be prepared in case of seasonal unavailability.

Task 3: Wetland Scrape Design and Implementation Plans (Phase 1B and Phase 2B)

The first step of the wetland scrape design will be to discuss possible project ideas with MCP and WDNR staff during the project design kickoff meeting. In preparation for this discussion, our team will review the available data and information for the wetland scrape to develop several approaches for the wetland scrape. These approaches will be discussed with MCP and WDNR staff to receive their input which will be used to refine our approach. Next, the preliminary wetland boundary collected during Task 1 will be overlaid onto the multiple data sources including, but not limited to historical aerial imagery, soil maps, topography, existing plant communities, depth to groundwater map. Using topographical data, a sub watershed will be created for the area of the wetland scrape. This will be important for identifying how the wetland scrape will be connected to the larger watershed. Lastly, the characteristics of the existing sedge meadow within LMR will be evaluated and will be used as a possible reference site for the wetland scrape.



The above resources will be reviewed to design for the appropriate hydrology that will support the most suitable vegetative community; most likely an open wetland that will include a combination of wet prairie and sedge meadow community types. Once the targeted plant community is selected. The wetland scrape design will seek to balance the goal of providing a sufficient hydroperiod to support herptiles while maintaining the appropriate hydrology to support a wet-prairie or sedge meadow community. When the design and implementation reach the 60% complete stage, our team will seek input from MCP and WDNR staff. This vital input will be incorporated into final design and implementation plan. Additionally, minor modifications are anticipated for the final design based on the results of the wetland delineation in spring 2021. When the design and plans reach the final design, our team will be prepared to discuss the objectives of the project and the proposed methods to achieve those objectives as laid out in the wetland scrape design and implantation plan.

Challenges to Overcome

Challenge	Solution
1. Incorporating the comments and concerns of multiple stakeholders into the design.	Our team will work tirelessly to maintain an open line of communication among all project stakeholders. We will strive to incorporate input from stakeholders early in the design process and ensure their voices are heard.
2. Lack of hydrological study to inform wetland scrape design.	Since a hydrological study of groundwater levels is not available, multiple factors will be studied in the field to approximate groundwater levels. These include depth to water table during field visit, depth of plants' roots within wetland, depth to native wetland soil and any signs of soil deposition or erosion over parent soil.
3. Disposal of spoils created by wetland scrape.	We will work with MCP staff and WDNR to identify if spoils can remain on site and be incorporated into the wetland scrape design, or if spoils need to be transported offsite.

Task 4: Bid Documents, Permitting, and Approvals (Phase 3)

The work for this task will begin in the stages of the project. During the project design kickoff meeting with MCP and WDNR, the anticipated permit needs and involved regulatory agencies will be identified. During the development of the 60% complete plans for the habitat restoration and wetland scrape, our team will organize a regulatory review meeting with the representatives from the Army Corp of Engineers (ACOE), WDNR, and Milwaukee County. Any insight, concerns, or comments provided by these agencies will be incorporated into the permit applications. After the regulatory review meeting, our team will begin preparing the permit applications based on the most updated project plans. The preliminary permit applications can be shared upon request with MCP and WDNR staff as they also the 60% complete plans and design. Any comments or concerns from MCP and WDNR staff will be incorporated into the final permit application. Also, to avoid delays in project permitting, the draft permit applications will incorporate the preliminary wetland boundary collected in Task 1. This will allow the development of the permit applications to proceed before the wetland delineation is completed in spring 2021. Once the wetland delineation is complete, the permit applications will be updated and finalized.



Prior to the final design review meetings identified in Phases 1B and 2B, all completed project drawings, specifications, and technical documents related to the habitat restoration plan and wetland scrape implementation plan will be provided to MCP and WDNR staff for their review. If any needed changes are identified after the design review meeting, these changes will be made promptly and the final versions of all documents will be provided to MCP for preparation of the bidding documents. Cardno staff will be available during this process to answer questions.

For Task 4, it is assumed that this project will require the Nationwide Permit 27 from the ACOE and the Wetland Conservation Activities General Permit from the WDNR. It is also assumed that no archeological investigations or protected species surveys will be required.

Challenges to Overcome

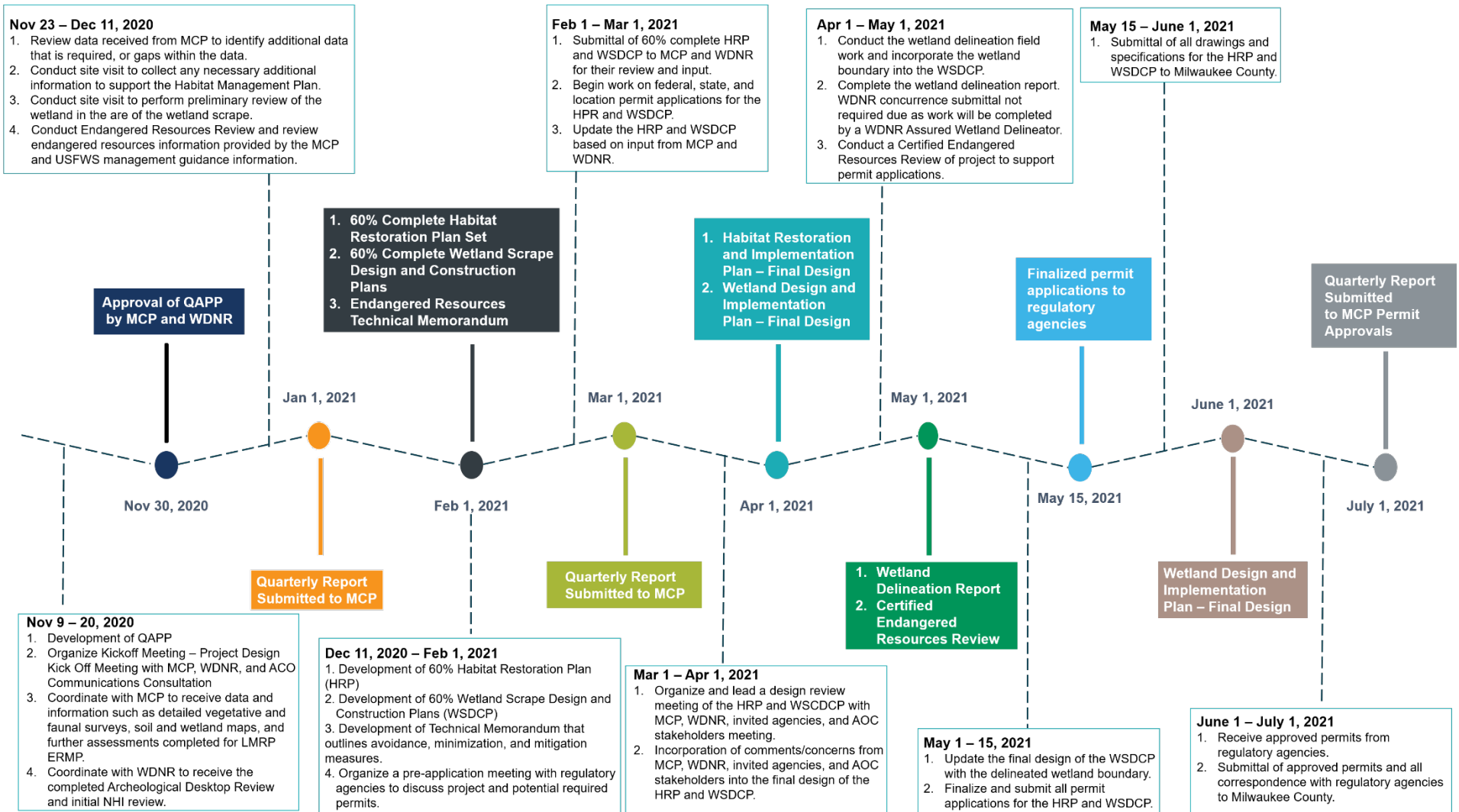
Challenge	Solution
<ol style="list-style-type: none"> Permit applications cannot be finalized until wetland delineation is completed. 	<p>The preliminary wetland boundary collected in Task 1 will be incorporated into the initial drafts of the permit applications. Once the wetland delineation is complete in spring 2021, the permit applications will be quickly updated to include the delineated wetland.</p>

Staffing Considerations

The Cardno and Thompson & Associates staff members selected for this project team have a wide range of experience and expertise that are uniquely matched to successfully and efficiently achieve the project goals. Each staff member has been matched to the task they are most qualified to complete. In Cardno's identified Task 1, the team members as previously identified in the proposed Project Team organization chart, assigned to this task have extensive field experience ranging from wetland delineation, wetland restoration, ecological restoration, habitat management planning, and data collection. The team assigned to Task 2 has extensive experience in habitat restoration and have been involved in all stages of habitat restoration ranging from the initial stages of planning all the through to post-restoration monitoring. The team assigned to Task 3 have successfully completed numerous wetland restoration projects all across Wisconsin. Lastly, the team for task for have been in successfully permitting countless projects and maintain close working relationships with state and federal regulators. Additionally, Cardno and Thompson & Associates have successfully collaborated on projects in the past and maintain a close working relationship.



Project Schedule to Completion



Constant Effort

Per the RFP, with table below, we offer a summary of Cardno team staff, classifications, hourly rates and hours to be spent on each required task to complete the Project. Tasks provided match the RFP's Scope of Consultant Services.

TASK	Heather Schwar	Nicole Staskowski	Chris Loebach	Mark Prancus	Charles Ebert	Preston Rye	Stephen LaFon	Zachary Loftus	Josh Wied	Collin Hulick	Will Taylor	Dan Salas	Kari Jones	Alex Cohen	Alice Thompson	Aaron Menke	SUB TASK	TASK TOTAL
(Hourly Rate W/OH)	171	185	91	114	109	73	88	131	91	61	100	178	57	101	98	65	TOTAL	
DESCRIPTION	(Number of Hours/Task)																	
1. General Requirements	5	11	49	1	3	1	1	2	0	0	0	1	8	1	21	1		105
2. Phase 1A	0	4	23	25	56	21	0	2	0	0	8	2	0	2	0	64		207
3. Phase 1B	2	2	24	26	0	0	36	2	0	0	0	2	0	0	58	26		178
4. Phase 2A	0	0	15	10	21	12	18	1	0	0	0	1	0	2	2	6		96
5. Phase 2B	4	1	12	11	0	0	0	1	0	0	0	1	0	0	10	0		32
6. Phase 3	0	4	52	0	0	8	0	2	12	26	4	0	0	2	7	0		117
TOTAL HOURS	11	22	175	74	80	43	55	10	13	26	12	7	12	7	98	97		742
TOTAL COST	\$1,881	\$4,070	\$15,925	\$8,436	\$8,720	\$3,139	\$4,840	\$1,310	\$793	\$2,600	\$1,092	\$1,246	\$684	\$707	\$9,604	\$6,305		\$71,352.00
% OF TIME	1.48	2.96	23.58	9.97	10.78	5.80	7.41	1.35	1.75	3.50	1.62	0.94	1.62	0.94	13.21	13.07		100



DBE Goals

Cardno is dedicated to involving minority, small, women, veteran, and other disadvantaged businesses to enhance our client services. We have a long history of teaming with disadvantaged business and believe they contribute solidly to the quality of our projects and work products, and to the success of our team. As previously introduced, Cardno teaming partner Thompson & Associates Wetland Services, LLC, was carefully selected to provide vital services for this Project. Alice Thompson is senior scientist and owner of Thompson & Associates, a Disadvantaged Business Enterprise (WisDOT) and Woman-Owned Business Enterprise (WI Department of Commerce). Thompson & Associates was recognized as First Runner Up in the competition for the 2019 Outstanding Woman-Owned Business Award, given by Governor of Wisconsin Tony Evers. In support of the County's supplier diversity goals, **we do anticipate 22% of this contract will be supported by Thompson & Associates.** Per the RFP, please refer to Appendix C for Attachment 4 – DBE Commitment Form.

Quality Control Plan

Cardno's Quality Assurance and Quality Control Management Plan (QA/QC MP) is an integral part of its project management program. The basic goal of the QA/QC MP is to ensure that our clients are provided with results and deliverables that are technically accurate, on time, and within budget. Therefore, the QA/QC practices are focused on ensuring that our projects progress as an organized, planned sequence of events. This reduces the necessity to correct work and ensures timely and efficient completion of projects.

Our approach to project management and quality assurance includes the following elements:

- > **Management Planning.** At the beginning of all projects, Cardno develops a comprehensive technical plan in relation to schedule, personnel, and other technical resources that will be required. In addition, we identify budgetary controls such as time lines, milestones, and project status completion.
- > **Management Execution and Control.** Management execution begins with the prompt assignment of experienced staff and technical resources and is maintained through work performance reviews by senior technical associates. We recognize that the quality of work and its responsiveness to our clients' needs is dependent on the experience and skills of the project staff and project managers.

The QA/QC MP is built upon Cardno's corporate mission statement and includes a management plan that describes our quality policies and procedures; criteria for and areas of application; and roles, responsibilities and authorities for each tier of team member. In order to assure the highest level of technical accuracy, Cardno will manage quality control in several ways. Our QA/QC MP specifically addresses team structure and expertise, client and team communication, project management, field surveying and data collection, data management and geospatial (GIS) standards, technical review, schedule control and budget control. Details on each category below and in the following pages.

Team Structure and Expertise

Our Project team is organized as a streamlined structure to provide for a clear chain of command that identifies responsibilities of each team member. The team structure also defines management, technical advisory, and quality assurance/quality control (QA/QC) roles for our Principal in Charge (PC) Heather Schwar, PE; Project Manager (PM) Nicole Staskowski, PWS; and Deputy Project Manager (Deputy PM) Chris Loebach further defines the supporting role of field personnel for technical services, as well as GIS staff for data management and mapping component of the project. The team structure also points to the PM Nicole Staskowski as the direct contact for the client to ensure a clear line of communication. The staff comprising our project team are selected to work on tasks based on their areas of expertise. Team member Dan Salas will serve as the QA/QC officer. Mr. Salas is a senior Cardno staff member who is well versed to serve as advisor on the major aspects of the project.

The staff comprising our project team were selected to work on the tasks within their specific field of expertise. Our field support personnel are highly-skilled wetland and wildlife biologists/ecologists with extensive experience conducting a broad spectrum of tasks, including (but not limited to): habitat assessments, wetland delineations, impact assessments, listed species surveys and relocations, mitigation planting and monitoring, permit compliance monitoring, construction oversight, and water quality monitoring. Our GIS professionals are skilled in dealing with intricate data management and mapping projects including multi-state transmission and pipeline projects. They have prepared thousands of mapping products in support of various surveys and permit applications.

Furthermore, each team member assigned to a task is responsible for ensuring that all project protocols are followed. This includes not only standards for data acquisition and retainage, but also for meeting other project standards including but not limited to meeting relevant safety protocols. All Cardno staff are

required by the company to have appropriate safety training including but not limited to CPR and first aid. The Cardno staff is trained to use appropriate field gear for the setting and weather (such as appropriate foot gear, snake protection, and sun protection). The Deputy PM is responsible for ensuring that these standards are followed.

Client and Team Communication

Key to success of the field efforts is our commitment to establishing and maintaining a unified approach for project activities such that all teams receive the same instructions, base materials, QA/QC standards and follow the same chain of command. The PM will oversee the Deputy PM which will oversee the work conducted for each task. The Deputy PM will be responsible for coordinating all resources necessary to accomplish their task, including support personnel. The Deputy PM will be responsible for budget and schedule compliance for all tasks and will report weekly progress to the PM while the task is underway.

At project commencement, the PM will provide to the Deputy PM and project team members, the following information:

- > Project scope
- > Project timeline, to include internal and project milestones, as well as all deadlines
- > Standards for geospatial (GIS), CAD, and graphical products
- > Standards for technical report content
- > Standards for file formats
- > Login information and instructions for use of the Client Portal

The PM will be responsible for the entire project's budget and schedule compliance and will provide regular project updates to the client (via email or phone). The PM will also be the main point of contact for the client. In the event that the PM is not immediately available, the Deputy PM will be the second point of contact for the client. The Deputy PM is responsible for staying apprised of project progress by providing updates to the PM and PC. In turn, the PM will communicate any updates or requests from the client to the PC and Deputy PM. At no time will both the PM and the Deputy PM be unavailable for contact by the client.

Project Management

Cardno recognizes that adherence to project budgets and schedules are critical to meeting the needs of our client. The Deputy PM will monitor the progress of assigned tasks and assure that deadlines are met successfully. Cardno's team members will respond to changes in needs as they are encountered. The PM and Deputy PM will coordinate with the client to ensure that our client knows project status.

Field Surveying and Data Collection

Ecological field surveying and data collection services are conducted by a team of highly-qualified wetland and wildlife biologists/ecologists with extensive experience conducting habitat mapping, listed species surveys, wetland delineations, and collecting the associated necessary documentation. Our staff is extremely knowledgeable regarding the applicable State, federal and local agency protocols for each of the afore-mentioned tasks. In addition to the outside agency requirements, QA/QC protocols within Cardno will be implemented to ensure that technically sound, consistent methods are used in the field for data collection. All field personnel are briefed on the application of consistent techniques to follow task protocols and GPS data collection methodologies to ensure consistent and thorough recording and transmission of all field data. The Deputy PM regularly “spot checks” field results as a form of quality assurance in the field to ensure consistency of field techniques between teams and overall quality of our work. Intermittent spot checking is also provided by the PM.

Ortho rectified images with a minimum of 1-foot pixels at a scale of 1”=500’ or greater are used whenever available along with handheld or submeter GPS equipment to allow for accurate navigation and location of relevant sightings. All GPS data are managed by a GIS professional and reviewed for accuracy by the field support personnel. All data collected by the field support personnel may be entered into a Microsoft Access database and linked directly to the GIS database for comprehensive display of all field data. Quality data collection in the field followed by daily team communication also ensures quality control for transmission of field data to GIS personnel through the Deputy PM to the PM.

Data Management and Geospatial (GIS) Standards

At Cardno, all data is processed through a series of quality control measures, including visual inspection to ensure interpretation, classification, and positional accuracy specifications are observed. Digital data validation is completed to verify that all feature classes conform to the criteria required for the contract.

The GIS departmental QA/QC plan includes procedures which ensure acceptable performance and methods for identifying, preventing, and correcting deficiencies in the quality of data and products delivered under a specific contract. Cardno recognizes the importance of quality control in every aspect of our business. We continuously improve our GIS services by emphasizing quality processes and quality management.

The geospatial team at Cardno incorporates quality control and quality assurance into every project, including all data and maps. We operate in the most current version of ESRI ArcGIS™, AutoCAD™ Civil 3D, and Trimble Pathfinder™ Office software. Cardno uses real-time Trimble Pro-XRS (with Asset Surveyor) and Trimble GeoXT GPS units with submeter, mapping-grade capabilities for collecting GPS field data. GIS personnel have also received intensive training on all of the software to ensure quality work is being performed for data collection in the field as well as data management and GIS mapping. The GIS computers connect to color plotters capable of generating large (42-inch wide) maps of the highest quality. The GIS group is linked to a server network, which allows the staff full and cost-effective access to input/output devices (digitizing tablets, printers, plotters, and online services), and sharing of more than 4 terabytes of active hard disk storage space. Backups are performed every evening.

Data integrity and quality are prime concerns at Cardno. To this end, we maintain the data quality standard of the Federal Geographic Data Committee in all of our products. Cardno’s GIS Quality QA/QC protocol is intended to ensure the requirements of the project are met as specified in the contract. Our QA/QC procedures involve multiple people inspecting each GIS product for errors. We check for spatial, database, and documentation errors before the product reaches the PM. The PM serves as the final QA/QC officer. In these ways, we strive to maintain the integrity of all GIS databases and insure their proper metadata documentation.

Cardno uses a series of checklists as an effective and efficient means of incorporating QA/QC into the GIS data collection and maintenance workflows for our projects. The checklists we use on typical projects include the following; a data checklist, a data structure checklist, an attributes checklist, an imagery quality checklist and a topology checklist. Many items on these checklists are static across all projects and project-specific items are added as warranted by the project goals.

Technical Review

Our team is committed to implementing a highly collaborative approach that results in high quality deliverables to meet the project schedule and the objectives of our clients. The PM may rely on Deputy PM and technical support staff to write and/or compile certain components of technical reports. However, the PM will be responsible for writing/compiling the final draft of all technical documents. All drafts of the technical documents and applications will be completed in advance of the anticipated submittal dates (one to two weeks prior) to allow for sufficient time for all levels of peer review, prior to submittal to the client. The QA/QC officer Dan Salas will conduct an unbiased review of all technical documents to ensure that all documents are accurate, technically proficient, and achieve project objectives. The PM or Deputy will be responsible for final review of the documents and will ensure that the client's comments and/or concerns are addressed prior to agency submittal.

Cardno Client Portal

To facilitate client and team coordination, execution of project work and the security of confidential data, Cardno can provide secure access to project documents via the Cardno Client Portal. The Client Portal is accessed via our company website (www.cardno.com) and enables authorized Cardno staff and client staff to access project related materials over the Internet using a private User Name and Password. Only those persons who are given access rights by Cardno administrators and have the appropriate password access can use this system. This system also will ensure efficient and effective communication between all members of the Project team. Examples of information that can be placed on the secure Client Portal for easy downloading include:

- > Standardized project description information
- > GIS-based environmental resource data and information
- > Published documents relevant to the project
- > Draft work product for client review and comment
- > Project reports, memorandum and work plans
- > Project critical path schedule
- > Project/meeting schedules
- > Contact information for Project Team
- > Project management standards (confidentiality, communication protocols, QA/QC)

Cardno's Client Portal is in essence an electronic centralized secure filing system for project operations. It can be fully utilized with a standard web browser; no additional software is typically required on user workstations.

Schedule Control

Cardno understands that timing is critical in meeting project goals and is committed to ensuring the client's project timeframes are met. The PM will coordinate the timing of field surveys, technical report production and application submittals in a cohesive and streamlined manner. To accomplish this strategy, Cardno brings our clients a team with proven leadership, substantial resources, and extensive technical expertise and experience in federal, state and local regulatory processes.

Budget Control

Cardno costs will be controlled at an individual level, with each team member being made aware of the budgetary and time constraints for each of his or her task elements. No assignment will be made without a thorough review of the budget limits. Weekly timesheets will be reviewed along with regular status reports to monitor budget compliance. Individual budgetary compliance will be compared to task milestones and to the percent of task completion. Budgetary compliance for subconsultants will be assured through our contractual agreements, which will be based upon evidence of task completion (or progress, as appropriate) prior to payment. Subcontractors will submit detailed monthly invoices which will be reviewed by the PM and Task Team before being included in Cardno invoices to the client.

Quality Assurance

Quality assurance (QA) and quality control (QC) procedures include a QA/QC report check list that will be placed in project files associated with each deliverable. This checklist documents the individuals responsible for report review, their initials, dates of verification of data, and transcription/data entry; verification of calculations, formatting, and spell-checking; grammatical and technical editing; and final approvals by peers and/or the PM. QA/QC procedures will be led by Cardno team member Dan Salas and will require that more than one Cardno team member review a document. In this manner, several checks will occur on the work performed and the product delivered.



**SITE-SPECIFIC
HEALTH, SAFETY, & ENVIRONMENTAL PLAN**

Project Name: Milwaukee County Department of Administrative Services Architecture and Engineering Division / Engineering Services
and Final Design Development within Little Menomonee River Parkway Project #: 0515-17803

COVID-19 HSE Plan Addendum

Client and Site-Specific Requirements

Provide any site or client-specific requirements here:

The Response Plan Monitor for the Little Menomonee River Parkway Sections 4 and 5 will be Cardno staff member Chris Loebach (Cell Number 515-884-8201).

In addition to Cardno's HSE outlined in this document, the "COVID-19 Virus Daily Screening Form" provided by Milwaukee County will be also be completed for all employees who enter a job site.

Field Work Assessment – Completed Daily

Daily, before work begins, the field team must complete COVID-19 Field Work Assessment (below and available in this [this file directory](#) and below) in addition to the tailgate meeting. One person will list names of all persons in attendance so the document does not need to be passed around.

Symptoms of COVID-19 (as of 7 August 2020)

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. These or other symptoms may appear 2-14 days after exposure to the virus:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This does not include all symptoms. CDC will continue to update this list as we learn more about COVID-19. Source: www.cdc.gov/coronavirus

If You Experience COVID-19 Symptoms

1. Immediately put on your face covering and isolate yourself from all other persons.
2. Do not enter any medical facility unannounced.
3. Contact CoreHealth at 855-227-3661. They will locate the closest occupational care facility and assist you with medical evaluation.



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4. Notify your supervisor and project manager.
5. Notify your HR partner and provide them with information on your recent location and the persons you contacted.
6. Keep your cell phone with you and charged to communicate with your supervisor and HR.

Emergency Medical Response Capabilities

The emergency medical provider identified in the HSE Plan (or the nearest emergency room) is accepting non-COVID-19 cases.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If not, the Project Manager should communicate with Operations Leadership and HSE to determine if work should be postponed or if an alternate location is close enough to the project site to be used. The nature of the work and hazards likely to be encountered will be considered.		
If not, will work proceed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If work will proceed, explain why.		

Hotel Accommodations for Overnight Work

The hotel to be used has confirmed they have heightened and adequate cleaning protocols for COVID-19. Use the following questions as a guide.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> What measures is your location using to keep guests safe? Are guest rooms sanitized prior to/after guest stays? Are hotel staff are trained on sanitizing commonly touched items and surfaces? Are the sanitizing products used approved by EPA for coronaviruses? <p>For responses in the negative, staff should look to book with other accommodations.</p>		

The following hotel brands should be considered and have provided corporate commitment statements for enhanced sanitization:

- IHG: Regent, InterContinental, Kimpton, Crowne Plaza, Holiday Inn, Staybridge Suites
- Wyndham: Days Inn, La Quinta, AmericInn by Wyndham, Howard Johnson, Hawthorn, Microtel, Ramada, Super 8, Travel Lodge
- Rosen Hotels: Americas Best Value Inn, Clarion
- Choice Hotels
- Marriott Hotels

COVID-related Field Supplies

Does the team have adequate supplies based on the number of employees and the duration of work?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Indicate the quantity to be provided.	Container Size	Quantity



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• Hand sanitizer		
• Disinfectant wipes		
• Disinfectant spray		
• Paper towels		
• Trash bags		
• _____		
• _____		
• _____		

Vehicle Capacity

One person per vehicle is strongly recommended to maintain social distancing requirements in vehicles. Where conditions do not permit single-person vehicle travel and when Cardno personnel are supporting critical infrastructure clients, a closer distance is allowed as follows:

- 1 person per regular/standard cab pickup with single-row seating
- 2 persons per extended/double/crew cab pickup, SUV, passenger vehicle. Passenger must use right rear passenger seat

When more than one person is in a vehicle:

- **Face coverings** shall be worn at all times. Drivers' face covering must not obstruct vision or fog glasses.
- **Windows** shall be kept open as much as possible without creating additional health or safety concerns.
- **Ventilation** should be set to send fresh air into the vehicle and not to recirculate.
- **Teams in a vehicle together** shall remain with the same crew and seat position until the vehicle is thoroughly cleaned at the end of the day or project.
- If **COVID-19 symptoms** are experienced by one member of a driving team, both will isolate and call HR to determine follow up actions.

Vehicle Cleaning

- Thoroughly clean vehicles prior to entering each day, during the day, and at end of the day after use.
- Wipe down commonly touched items using disposable gloves and disinfecting wipes or spray disinfectant and paper towels.
 - Door handles and touch points
 - Tool box latches and touch points
 - Tailgate and trunk handles and touch points
 - Steering wheel, steering column controls and levers, dashboard knobs, rear and side-view mirrors, console and compartment handles and touch points, adjustable air vents
 - Fuel door, fuel cap, and touch points



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- Throw used paper, wipes, and gloves into garbage.
- Wash hands using soap and hot water for 20 seconds. Hand sanitizer may be used if no water is available.

Travel-Related Requirements

Project work that requires employees and subcontractors to travel between states or locations within a state may require isolation. Project managers must verify this before planning field work and ensure compliance by field teams for such requirements.

NOTE: States and locales may allow exemptions for essential workers.

Do any team members have to isolate upon entry to the project location?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Name(s) of employee(s) and requirements:		
If "yes" to the above, has a local accommodation been identified?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If "No" project work must be rescheduled.		
Do any team members have to isolate upon return to their home location?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Name(s) of employee(s) and requirements:		

Airline Travel (if authorized)

If airline travel is authorized, follow these additional guidelines:

- Reserve window or aisle seats.
- As much as possible at all times in the airport and on the plane, maintain 6' distance.
- Avoid anyone who appears to be exhibiting COVID-like symptoms.
- Limit the amount of hand to face contact, e.g. drinking and eat while in airport/airplane
- Use a disinfecting wipe on all surfaces before touching them including arm rests, seatbelt buckle, tray table, seat back, and video/audio controls.

Project Site Conditions

At all times, all Cardno personnel shall follow CDC guidelines for social distancing and face covering. When deviations are encountered that may affect the health of Cardno personnel, leave the area, stop work, and notify your supervisor immediately.

- **Social distancing** is at least 6 feet at all times unless an essential task requires that you work at a closer distance. In these cases, face coverings must be on.

- **Face coverings** must be worn at all times when a minimum distance of 6 feet cannot be maintained. Consider wearing face coverings at all times while indoors.

- **Do not share tools or equipment** such as pens, paperwork, binders, tablets, etc.

NOTE: Do not subject yourself or others to a serious injury because you are following social distancing guidelines.



SITE-SPECIFIC HEALTH, SAFETY, & ENVIRONMENTAL PLAN

Project Name: Milwaukee County Department of Administrative Services Architecture and Engineering Division / Engineering Services
and Final Design Development within Little Menomonee River Parkway Project #: 0515-17803

Additional Guidance

- Avoid contact with animals.
- Clean and disinfect frequently touched objects and surfaces; such as doors, drawers handles/knobs, and common area items.
- Avoid eating partially cooked or raw meat and eggs.
- Do not share food or beverages, including ice, with others.
- Practice self-reliance by not sharing pens, pencils, tools, etc. If necessary take precautions like cleaning and sanitizing before and after use.

If You Are Diagnosed COVID-19 Positive or are Quarantined

If you are quarantined as a result of your symptoms or a positive COVID-19 test:

1. Follow the directions of the health care facility or health department representative.
2. Contact your HR partner.
3. Contact your supervisor and project manager.
4. Follow all medical advice provided.
5. Keep in touch with your supervisor and HR.

Field Supervisor / Field Team Lead

If a member of your team becomes ill or tests positive for COVID-19:

1. Closely monitor yourself and the other members of the team for symptoms.
2. Notify your HR partner as soon as possible with as many details as available. You will be asked about when the symptoms appeared and which persons were in contact with the sick or COVID-positive person.
3. Notify the Project Manager and keep them informed.
4. If requested by the team member, notify their family or request that HR do so.
5. Provide assurance to the team member that you and Cardno's support team of HR and HSE is standing by to assist however possible.
6. Assist the team member with provision of personal supplies and security of their property.
7. If it is possible to safely continue with field activities in the absence of the team member, do so. Otherwise, stop work order, secure the site, and notify the Project Manager.

Acknowledgement

By signing or acknowledging in writing via email, you acknowledge that you understand the expectations of this document and you will comply with its requirements.

Print Employee Name	Company	Signature	Date



**SITE-SPECIFIC
HEALTH, SAFETY, & ENVIRONMENTAL PLAN**

Project Name: Milwaukee County Department of Administrative Services Architecture and Engineering Division / Engineering Services and Final Design Development within Little Menomonee River Parkway Project #: 0515-17803

COVID-19 Field Work Assessment

Date		Cardno No.	
Time		Project/Site ID	
Supervisor		Client	
Cardno PM		Activity	

Cardno Personnel: (no signature needed; maintain social distancing):	

PURPOSE: This checklist has been developed to support field staff in prevention, protective measures, and to include decision points to address the COVID-19 outbreak, with the aim of protecting the health, safety, and wellbeing of personnel.

Management Project Considerations	
Hospital Emergency Response Capabilities	
Prior to conducting fieldwork, confirm the emergency medical provider identified in your HSE Plan is accepting non-COVID-19 cases. If not, notify your manger to determine if work should be postponed and if an alternate location is close enough to the project site for work to be conducted	
	Y N



**SITE-SPECIFIC
HEALTH, SAFETY, & ENVIRONMENTAL PLAN**

Project Name: Milwaukee County Department of Administrative Services Architecture and Engineering Division / Engineering Services
and Final Design Development within Little Menomonee River Parkway Project #: 0515-17803

Management Project Considerations		
Is the hospital identified in the health and safety plan available to provide emergency lifesaving services?		
If NO, is alternative location available?		
If NO, management will work with the client and HSE on risk to determine if work should be postponed.		
Lone Worker Considerations		
If one person, local management and staff must establish a call-in protocol. Check-in calls to the PM will be made at times listed below. PM will initiate call back if staff misses pre-determined times. If unanswered, HSE will be contacted to support location response actions.		
	Y	N
Can fieldwork be safely completed by one person?		
Call in Times:		
Upon departure to site:		
Arrival at site:		
On site (at least every two hours):		
Upon departure from site:		
Arrival at first point of job completion (office, hotel, or home):		
Single Person Site Considerations		
If security is a concern, conduct work with appropriate number of staff and/or hire security for project duration.		
	Y	N
Does the site require one or more staff or security to be present to complete fieldwork due to site location security concerns?		

Vehicles – Social Distancing Harm Reduction Rules
Social distancing is six feet for staff and general public. To maintain this distance, Cardno strongly recommends personnel travel in vehicles separately. Where conditions do not permit single-person vehicle travel and when Cardno personnel are supporting critical infrastructure clients, a closer distance is allowed as follows



**SITE-SPECIFIC
HEALTH, SAFETY, & ENVIRONMENTAL PLAN**

Project Name: Milwaukee County Department of Administrative Services Architecture and Engineering Division / Engineering Services
and Final Design Development within Little Menomonee River Parkway Project #: 0515-17803

Cab-based vehicles (two seats) recommend only one (1) staff – driver only.
Quad-cab or 4-seat vehicles maximum of two (2) staff – driver and right rear seat passenger.
> All crews traveling together shall maintain their same team and seat position until the vehicle is thoroughly cleaned at the end of the day or project
> All crews travelling together shall wear a face covering while in vehicles
> When driving, keep windows open if sensible (not creating other issues – extreme cold, rain, etc.)
> Vehicle ventilation should be kept on fresh air and not recirculation
> Driver’s mask must not obstruct vision or fog glasses
> While traveling cough or sneeze into arm
> Two-person crews to keep same roles – driver and passenger, do not mix teams or roles.
> Crew wellness – if one member is feeling ill, both will isolate, call HR to determine evaluation actions.
> Conduct good hygiene for accessing and use of vehicle (see Vehicle Sanitization section).

Employee Actions		
Overnight Work		
Reviewed brands have corporate commitment statements for enhanced sanitization measures to protect guests from COVID-19:		
<ul style="list-style-type: none"> > IHG: Regent, InterContinental, Kimpton, Crowne Plaza, Holiday Inn, Holiday Inn Express, Staybridge Suites > Wyndham: Days Inn, La Quinta, AmericInn by Wyndham, Howard Johnson, Hawthorn, Microtel, Ramada, Super 8, Travel Lodge > Rosen Hotels: Americas Best Value Inn, Clarion > Choice Hotels > Marriott Hotels 		
Contact the hotel prior to departure to verify cleaning protocols are heightened for COVID-19. For responses in the negative, staff should look to book with other accommodations.		
	Y	N
Ask what measures is your location doing to keep guests safe?		
Guest rooms are sanitized prior to guest stay and after		
Hotel staff are trained on sanitizing commonly touched items		
Sanitizing products used by hotel are sanctioned by EPA and CDC to kill COVID-19 and other viruses		



SITE-SPECIFIC HEALTH, SAFETY, & ENVIRONMENTAL PLAN

Project Name: Milwaukee County Department of Administrative Services Architecture and Engineering Division / Engineering Services
and Final Design Development within Little Menomonee River Parkway Project #: 0515-17803

Employee Actions		
Supplies		
Can we safely conduct work if any one of these items are not available? If not available, what are our alternatives? List alternatives: _____ _____		
Disinfectant spray or wipes		
Disposable gloves		
Towels – paper or cloth		
Trash bag		
Potable water and non-perishable food to address retail closure (two day's supply – 8 quarts water per person)		
PPE – Is PPE required by the JHA/JSA for site work in sufficient quantities and quality to safely execute work?		
Cloth Face Covering		
<p>Wearing a face cover does not reduce the need to stay 6 feet from all other people. Maintaining social distancing is necessary regardless of any face covering or respirator/mask use.</p> <p>If you are working near others, the CDC recommends you wear a cloth face covering. This added protection would reduce the likelihood of asymptomatic and pre-symptomatic persons from transmitting the virus to others.</p> <p>Cloth face coverings should be worn by all persons who cannot reliably maintain 6 feet of physical distance between other employees, clients, contractors, and others.</p>		
Self-Check (Prior to Work) – Am I Feeling “Fit-For-Duty”?		
<p>If you have any signs or symptoms that could be COVID-19, do not go into work – isolate yourself and contact your PM and HR to receive further guidance. <u>Common symptoms</u> include fever, cough, and shortness of breath. <u>Severe symptoms</u> include difficulty breathing, chest pain, confusion, and blue lips or face.</p>		
Vehicle Sanitization		
Sanitize vehicle prior to entering, during, and at end of the day – wipe down commonly touched items		
Door, tool box, and tailgate handles		



**SITE-SPECIFIC
HEALTH, SAFETY, & ENVIRONMENTAL PLAN**

Project Name: Milwaukee County Department of Administrative Services Architecture and Engineering Division / Engineering Services
and Final Design Development within Little Menomonee River Parkway Project #: 0515-17803

Employee Actions

Steering wheel, dashboard knobs, rear view mirrors, glove box handles, vents		
Fuel door and cap (if equipped)		
<p>Use of disposable gloves recommended (wash hands using soap and hot water for 20 seconds if gloves not available)</p> <ul style="list-style-type: none"> > Don and doff gloves following First Aid universal precautions > Throw used paper, wipes, and gloves into general garbage 		

Traveling With Two Staff

<ul style="list-style-type: none"> > Verify with each other that all staff are “fit-for-duty” prior to leaving > Wash hands prior to entering to leave > Keep to your side of the vehicle > Try not to breathe on your coworker > Implement good hygiene by coughing or sneezing into arm or tissue

Project Site Conditions

<p>Social Distancing Harm Reduction Recommendations</p> <ul style="list-style-type: none"> • Crews or staff shall strive to keep to six foot distance while performing tasks • Tasks that require staff to be less to than six feet apart in order to perform the task safely are permitted. Guidance for work activities that require two workers are identified in existing in JSA/JHA documents. • Do not subject yourself to a serious or life-threatening injury because you are following social distancing guidelines. <p>Do not share commonly touched items: pens, paperwork, HASP, JSA/JHA – supervisor leads review</p> <p>Signature of tailgate documents is not required. One person can document attendance.</p> <p>If large groups of people are in work location STOP WORK and contact PM.</p> <p>Specialized equipment shall be disinfected with spray or wipes before and after use. Specialized equipment refers to limited company owned or rented equipment such as field laptops, tablets, GPS units, satellite phones, PIDs, 4-Gas Meters, XRF machines, sampling devices, etc. This requirement is not necessary when more than one piece of equipment can be easily obtained and used separately by each staff such as hand tools. Where disinfecting specialized equipment is not possible, employees shall don a face covering and single use gloves while handling. Equipment that cannot be disinfected must be tagged with the “(user’s name) and the (date of quarantine); do not use for seven days.”</p>

Other Considerations



**SITE-SPECIFIC
HEALTH, SAFETY, & ENVIRONMENTAL PLAN**

Project Name: Milwaukee County Department of Administrative Services Architecture and Engineering Division / Engineering Services
and Final Design Development within Little Menomonee River Parkway Project #: 0515-17803

Maintain Good Hygiene – do not eat, drink, or touch your face without washing first

Keep Your Hands to Yourself – no hugging, or handshakes. fist bumps or high-fives

Most importantly – If you feel unsafe, contact your supervisor or manager and move to or stay in a safe location until the concern is addressed or an alternative is provided.

HSE Contacts

HSE Director West

Peter Petro
707 338 3386
peter.petro@cardno.com

HSE Director Southeast

David Williamson
941 302 1808
david.williamson@cardno.com

HSE Director Midwest/Northeast

Kevin Scholz
+1 317 503 8561
kevin.scholz@cardno.com

Government Services

Lynne Black
218 390 9909
lynne.black@cardno.com

HR Contacts

Government Services

Kerri Bradshaw
540 447 0357
kerri.bradshaw@cardno-gs.com

INFRA, RBS, S&E

Denise Decker
302 561 1135
denise.decker@cardno.com

Resources

Cardno COVID-19 Information Page

<https://cardno1.sharepoint.com/sites/AME/CrisisManagement/SitePages/Latest-News.aspx>

**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES ARCHITECTURE AND ENGINEERING DIVISION**

**Project: Engineering Services and Final Design Development within Little Menomonee River Parkway;
Project # 0515-17803**

CONSULTANT PROPOSAL

- I. BASIC SERVICES (Include services of all needed sub consultants)
- A. "ACTUAL COST -NOT TO EXCEED" fee for design services:
\$
(72,352.00 (includes 1,000.00 miscellaneous fee noted in Addendum #1)
- II. REIMBURSABLES (Include listed expenses and allowances)
- A. "ACTUAL COST -NOT TO EXCEED" \$
(N/A)
- III. TOTAL FEE (Sum of basic services and reimbursables)
- A. "ACTUAL COST -NOT TO EXCEED" \$
(72,352.00)

IV. PRINCIPAL IN CHARGE

Name of Principal **Heather Schwar, PE / Project Principal in Charge**

Engineer's Registration No. in Wisconsin

No. 38355-6

Flat hourly rate for principal **\$171.00**

Participation of Disadvantaged Business Enterprises at the rate of **17%** will be required.

Firm Name **Cardno, Inc.**

Authorized Signature **Anngie Richter**

Title **Business Unit Manager, Restoration Services /
Senior Principal**

Date **10/13/20**

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

Overhead Rate = _____ (Without Profit)

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

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:

(Accounting Practice Used)

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: _____

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

GUIDELINES FOR REIMBURSABLE EXPENSES

GENERAL

Milwaukee County reimburses consultants under contract for expenses in connection with authorized out-of-town travel; long distance communications; fees paid to approving authorities; reproductions which are products of service; requested renderings, presentation models and mockups; and the expenses of requested additional insurance coverage. There may be other qualifying reimbursable expense items if the project or circumstances are unique and terms concerning them are contained in an approved and signed contract. These guidelines are intended to clarify the County's general policies concerning payments for reimbursable items.

DEFINITION

Reimbursable expenses are out-of-pocket expenses incurred by the consultant and consultant's employees in direct support of the project. Over and above compensation for Basic and Additional Services, they are unique and non-recurring costs. By their nature, the cost is not predictable in advance of occurrence.

Approved reimbursable expenses are billed at the same cost paid by the consultant and are not subject to retainage provisions found in Milwaukee County service agreements.

DOCUMENTATION

Most reimbursables can be documented by presenting a copy of the original sales slip or invoice clearly highlighted, dated, and labeled with the appropriate job number/name and person incurring the expense. When the original charge has been recorded on an employee expense log, an in-house printing or copy log, or on a phone bill printout, for examples, a copy of the appropriate log or journal can be submitted as long as the costs are clearly highlighted, dated and labeled. All documentation must be attached to a cover sheet which itemizes and sub-totals the charges, by type. The documentation and cover sheet is attached to the consultant's monthly invoice.

REIMBURSABLES BUDGET ALLOWANCE

All agreements shall establish a pre-approved budget allowance for the total out-of-pocket reimbursable expenses of consultant's. Changes to the approved allowance total require a written amendment to the consultant's contract. As part of final contract negotiations, the consultant shall prepare an itemized budget estimate for reimbursables for review and approval by the County. Special care should be taken to differentiate those out-of-pocket expenses that will be initially borne by the consultant and those that will be paid directly by the County (under a separate County Services line item in the project budget).

AUTHORIZED OUT-OF-TOWN TRAVEL

Reimbursable travel expenses can accrue for both travel to and from Milwaukee for work in connection with a project if that travel involves a distance greater than a 100 mile radius from Milwaukee **or if the consultant's working office is more than 100 miles from Milwaukee.** Milwaukee County will reimburse consultant's for reasonable expenses incurred for such transportation, subsistence and lodging. Mutual agreement about what constitutes an authorized travel expense begins at the time of contract negotiations when the budget for these items is established and continues as the project proceeds. Milwaukee County policy is to pay for essential, not luxury, services.

Whenever possible, air travel dates should be planned in advance to take advantage of the lowest coach fares available on connecting airlines; Milwaukee County does not pay for first-class or business-class travel.

Daily rental car rates are rarely competitive with airport van or taxi fares to and from the airport, hotel and project meeting sites. Consultants should confer with Milwaukee County's project manager regarding the most reasonable and cost-effective means for transportation while in Milwaukee.

If traveling by personal car, the total mileage may be charged at the prevailing cost per mile rate allowed by the Internal Revenue Service. Highway tolls and parking fees for out of town consultants are also reimbursable, if properly documented and if the consultant's office is more than 100 miles from Milwaukee.

Meals reimbursement qualifies if the consultant's employees are required to eat in restaurants in connection with an out-of-town (100 mile radius) visit/trip directly in service of the project. The consultant's choice of restaurants should be modest in every circumstance. Milwaukee County does not pay for meals taken in first-class restaurants, for cocktails, or for entertaining guests or in-town project team members. Milwaukee County discourages the scheduling of a business meeting over a meal period, thus avoiding the question of which meals might be authorized for reimbursement. Check with Milwaukee County's project manager if you are uncertain about which kind of meal expenditure might be disallowed.

Lodging costs at medium-priced accommodations will be approved. Deluxe accommodations and charges involving personal services of any kind will be disallowed.

LONG DISTANCE COMMUNICATIONS

Milwaukee County will reimburse the consultant for properly documented long distance telephone tolls made for project business.

FEES PAID TO APPROVING AUTHORITIES

Milwaukee County will reimburse the cost of fees paid for securing the approval of authorities having jurisdiction over the project. Consultants should plan for this expense in advance, because cutting County checks to coincide with dates of submittal cannot usually be done. The County will accept, however, an out-of-sequence invoice covering an unusually high plan exam fee in order to minimize the inconvenience to the consultant.

REPRODUCTIONS AND REPROGRAPHICS

The cost of drawings, specifications, reports, exhibits and other documents which are products of service are reimbursed with proper documentation. Charges for postage, handling and shipping of reproductions are considered overhead expenses and are not reimbursed. Bid sets, which are often the most expensive segment of the out-of-pocket expense paid by the consultant, are sometimes contracted for by the County on larger jobs that could benefit from competitive bidding for that service. Consult with the County project manager if the furnishing of bid sets is not specifically excluded from consultant's reimbursable allowance budget.

ADDITIONAL INSURANCE

When additional insurance coverage or limits, over and above that normally carried by a consultant is specifically requested by the County, the County will reimburse that additional premium cost. Specific documentation will be requested by the County project manager if this expense qualifies as reimbursable.

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

INVOICE FOR CONSULTING SERVICES
(Lump Sum Contract Form)

INVOICE # _____

DATE: _____

PROJECT TITLE: _____

PROJECT NO.: _____

CONSULTANT: _____

SERVICES FOR THE MONTH ENDING: _____

- 1.) BASIC SERVICES (**Attachment "D-2"**):

- 2.) REIMBURSABLE EXPENSES (**Attachment "D-2"**):
(Attach itemization and back-up copies of all charges)

- 3.) ADDITIONAL SERVICES (**Attachment "D-3"**):
(Attach itemization for each service by name, classification,
direct salary rate x O.H. factor x man hours)

TOTAL THIS MONTH:

LESS: Retainage @ 5% (On Items 1. & 3. Only).....

CURRENT PAYMENT DUE:

(Attach continuation sheet, D-2, on job status)

Approved for Billing:

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

Consultant

Signature

Signature

Title

Date

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS

PROJECT NO.: _____

CONSULTANT: _____

INVOICE # _____

Basic Services	Fee Limit Per Phase/ or Totals	Previously Billed	Billed This Month	Percent Complete (%)	Total Billed To Date	Retainage To Date	Balance To Completion
Program, Master Plan							
Schematic Des							
Design Dev.							
Contract Doc.							
Bidding							
Const. Admin.							
Subtotal							
Reimbursables (Itemized)	\$			N.A.		N.A.	
Subtotal							
Additional Services (Itemized) INCR.	\$						
Subtotal							
Totals							

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

INVOICE FOR ADDITIONAL CONSULTING SERVICES ONLY
(Multiple of Direct Salary Rate Form)
(One FORM "D-3"/Ea. Increase/Billing)

INVOICE # _____

Fee Increase # _____

DATE: _____

Fee Increase Total \$ _____

PROJECT TITLE: _____

PROJECT NO.: _____

CONSULTANT: _____

SERVICES FOR THE MONTH ENGING: _____

1.) **CONSULTANT LABOR** (Refer to approved Manpower Direct Salary Rate & O.H. Factor Schedule)

Name	Classification	Direct Sal. Rate/Hr.	OH Factor	Man Hrs	Cost
_____	_____	\$ x	x	_____	= _____
_____	_____	\$ x	x	_____	= _____
_____	_____	\$ x	x	_____	= _____
_____	_____	\$ x	x	_____	= _____
_____	_____	\$ x	x	_____	= _____
					Subtotal _____

2.) **SUBCONSULTANTS**
(Attach itemizations in same form as above) Subtotal _____

3.) **REIMBURSABLE EXPENSES**
(Attach itemization and backup copies of all charges) Subtotal _____

TOTAL THIS MONTH:

LESS: Retainage @ 5% (On Items 1. & 2. Only).....

CURRENT PAYMENT DUE:
(Attach continuation sheet on job status)

Approved for Billing:

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

Consultant

Signature & Date

Signature

Title

DBE RFP LANGUAGE INSERT

NOTE: This language is typically inserted before or after the Affirmative Action/EEO Requirements sections.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

PROJECT No. 0515-17803 PROJECT TITLE Engineering Services and Final Design Development for Little Menomonee River Parkway

TOTAL CONTRACT AMOUNT (less allowances) \$ 71,352 DBE Goal: 17%

Name & Address of DBE(*)	Scope of Work Detailed Description	1) DBE Contract Amount	2) % of Total Contract
Thompson & Associates Wetland Services 1514 Menomonee Ave., South Milwaukee, WI, 53172	Design for wetland scape and habitat restoration plan.	\$15,909	22%

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

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

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

Prime Contractor/Consultant Cardno, Inc. Phone No. (414) 858-9320, or one of our subs, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Heather Schwar

Signature of Authorized Representative

Heather Schwar, PE / Principal

Name & Title of Authorized Representative

10/1/2020

Date

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

- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by (Prime or sub).
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein to be completed with my own forces.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Alice Thompson

Signature of Authorized DBE Representative

Alice Thompson, Owner
(Thompson&Associates)/Senior Scientist

Name & Title of Authorized DBE Representative

(414) 571 8383

Phone Number

10/2/2020

Date

FOR CDBP USE ONLY

Commitment number 1 of 1 Participation: 22% Project Total 22%

Signature Kevin Crampton Date 10/16/20 Authorized Signature _____ Date _____



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.

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

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

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

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

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

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

If you have any questions related to Milwaukee County's DBE Program, please contact:

414.278.4851 or cbdpcpliance@milwaukeecountywi.gov

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

COST & SCHEDULING SYSTEM REQUIREMENTS

GENERAL

SureTrak and Expedition are software packages produced by Primavera Systems, Inc. This software, in addition to Microsoft Project, is used by Milwaukee County.

Requirements According To Agreement Size

Schedule and control services using Sure Trak or Microsoft Project software are required for this project to the degree listed below:

- A. For consultant services agreements with fees up to \$50,000, FACILITIES MANAGEMENT DIVISION staff will enter schedule and control information on FACILITIES MANAGEMENT DIVISION's contract management information system. Prime Consultant shall provide scheduling information requested by FACILITIES MANAGEMENT DIVISION according to the needs of the project.
- B. For consultant agreements with a fee range from \$50,000 to \$500,000, Prime Consultant shall use Microsoft Project and provide scheduling information determined necessary by FACILITIES MANAGEMENT DIVISION according to the needs of the project. Milwaukee County will use Primavera Contract Manager for contract cost control.
- C. For consultant services contracts over \$500,000, consultant shall use Microsoft Project and provide scheduling information determined necessary by FACILITIES MANAGEMENT DIVISION according to the needs of the project. Milwaukee County will use Primavera Contract Manager for contract cost control.

SCHEDULE DEVELOPMENT

Before work begins, the Prime Consultant shall prepare a Baseline Schedule of the work scope in Critical Path Method form. Milwaukee County will furnish an activity coding format to facilitate reports and graphics used in project management activities. The Prime Consultant shall submit the completed schedule for review and approval (cd disc format or electronic mail) by FACILITIES MANAGEMENT DIVISION's project manager. The review will confirm the following: that the schedule is complete and reflects a realistic work plan; that the total schedule costs equal the contract values; that there is a defined, justifiable critical path with design activity durations subdivided into periods less than 20 working days or \$10,000 value; that responsible parties are assigned; and that all the key project milestone dates are recorded. Milwaukee County approval of the Baseline Schedule is required before any pay request from the Prime Consultant can be processed.

The consultant is responsible for information required to develop the schedule. Content includes work operations, sequencing, activity breakdown and time estimates. Milwaukee County may require additional schedules or reports to verify timely completion of scheduled activities and project milestones.

On a monthly basis, the consultant shall review the schedule and report on actual performance, i.e., the actual start and finish dates and durations, work performed since the last update, description of problem areas, delaying factors and their impacts, and corrective actions taken. The Prime Consultant shall also update the current schedule, identifying changes in network logic, work sequences and durations needed to meet contract requirements, and contract time adjustments, when authorized by Milwaukee County. Each schedule update will be submitted to the County project manager for approval on 3.5" discs or through electronic mail, concurrent with submittal of consultant's monthly invoice for professional services. Pay applications will not be processed if updated schedule with all information required is not submitted. Copies of approved schedule updates shall be distributed to other members of project teams with instructions to recipients to promptly report discrepancies and problems anticipated by projections shown in the schedule.

**MILWAUKEE COUNTY DEPT. OF ADMINISTRATIVE SERVICES - FACILITIES MANAGEMENT DIVISION RECORD DOCUMENT
STANDARDS FOR PROFESSIONAL SERVICES
SECTION H**

I. RECORD DOCUMENTS

The Prime Consultant shall prepare and file record documents of the project with Milwaukee County DEPT. OF ADMINISTRATIVE SERVICES - FACILITIES MANAGEMENT DIVISION, as per this attachment. Prime Consultant agreement close-out and final payment will be contingent on approval of complete record document submittal by Prime Consultant.

II. ELECTRONIC MEDIA REQUIREMENTS

- A. Produce Project Manuals, Reports, and other permanent records in an electronic word processing format that can be read by Microsoft Office 2013, Microsoft Office 365 or newer. Produce Project Manual technical sections in Milwaukee County format. Obtain electronic formats for Project Manual technical sections through the Architect/Engineer of record for the Project or contacting John Bunn (414-278-3921).

These materials shall be submitted on a CD-ROM which adheres to ISO 9660 CD, or CD-ROM XA (Mode 2) format for multi-session CD-ROM.

- B. CADD drawings shall be produced in AutoCAD 2013 software, or higher, and be capable of residing on an IBM-compatible computer utilizing Windows 7, Windows 7 Professional, or newer operating systems. Provide drawings in DWG & PDF formats. **Drawings submitted in DXF format will NOT be accepted.**

The Consultant shall use AutoCAD 2013 or newer for AutoCAD engineering drawings.

Obtain Milwaukee County drawing format standards for title blocks and cover sheets: B_1711, D_3624, and/ or F_4230 by contacting the Architect/ Engineer of Record for the Project.

AutoCAD drawings shall be submitted on a CD which adheres to ISO 9660 CD, or CD-ROM XA (Mode 2) format for multi-session CD-ROM, and (1) additional copy of drawings on separate CD in PDF format.

III. AUTOCAD DRAWING STANDARDS

The Prime Consultant and his/her sub-consultants shall prepare AutoCAD drawings in accordance with the following document standards:

- A. Xref Files, Image Files, Blocks and 3rd Party Fonts
1. XBIND all Xref d files to their drawing(s). Each individual electronic graphic document must be submitted in a single file format without any external files attached.
 2. Insert all image files in Final Drawing
 3. A document created with multiple files **MUST NOT SHARE LAYER NAMES** among the files.
 4. Provide a **SINGLE DRAWING FILE** for each Drawing Sheet.
 5. While working in Paper Space, **TURN ON VIEW LOCK** to prevent your viewport view from being accidentally altered while moving between Paper Space and Floating Model Space mode.
 6. Purge all drawing files of all unused entities-Blocks, Layers, Fonts
 7. "READ-ONLY" and "LOCKED" drawing files will not be accepted.
- B. It is PREFERRED that all final drawings be submitted in Model Space. However, final drawings may be submitted in Paper Space as long as AutoCAD Drawing Standards A-1 through A-7 are adhered to. Drawings must also conform to the following requirements:
- a. Drawings must be referenced to a NAD83 horizontal datum
 - b. Drawings must be referenced to the State Plane Wisconsin South FIPS 4803 coordinate system
 - c. Drawings must have an origin point referenced to a location within Milwaukee County, with coordinate values that fall within the coordinate system specified above
- C. Consultants shall utilize the following Milwaukee County drawing format standards:
1. Standard text set-up and dimension set-up (**page H-20**)
 2. Standard drawing conversion scale (**page H-21**)
 3. Standard title blocks (**B_1711, O_3624, E_4230**)
 4. The standard AutoCAD font to be used is **ROMANS.shx**
 5. Sheet sizes to be used, on BOND PAPER, are:

Architectural:

A = 9" x 12"
B = 12" x 18"
C = 18" x 24"
D = 24" x 36"
E = 36" x 48"
E1 = 30" x 42"

Engineering:

Ansi A = 8 1/2" x 11"
B = 11" x 17"
C = 17" x 22"
D = 22" x 34"
E = 34" x 44"

Drawing Sheet numbers and electronic drawing files shall consist of the following:

1. Alphanumeric discipline designation
 - A** - Architectural Interiors and Facilities Management
 - C** - Civil Engineering and Site Work
 - E** - Electrical
 - EV** - Environmental
 - F** - Fire Protection
 - L** - Landscape Architecture
 - M** - Mechanical
 - P** - Plumbing
 - S** - Structural

2. A maximum of 3 characters for sheet number

Example: A101.dwg
| |
| | _____ Sheet Number
| _____ Discipline

- D. The DOS 8+3 naming convention shall be used for all Drawing Sheet numbers and electronic drawing files (e.g., A101.dwg).
- E. Consultants shall utilize the **AIA**, or Milwaukee County Standard Layer Index, including color and line type (**pages H-6 through H-19**); or for approval of your firm's standard layer index.
- F. The room attributes shall be provided on all AutoCAD building plans. Window attributes shall be shown on elevation drawings. The following attribute data shall be included:
 1. **Rooms**
 - Room number (serves as the room tag)
 - Dimensions (length, width, height)
 2. **Tag number**
 - Door size
 - Frame size
 - Fire rating
 3. **Windows**
 - Tag number
 - Size
 - Glazing
 - Framing material

IV. GIS RECORD STANDARDS

- a. GIS data must be obtained via resources found at:
<http://mclio.maps.arcgis.com/apps/webappviewer/index.html?id=1d1bc0975f414049ace560b95b377adc>
- b. GIS data must be edited to match the as-built state, edited to include all changes to all assets affected by the project, including all relevant/affected attributes and geometries, and returned to Milwaukee County

with the same layers, fields, and Esri file geodatabase (.gdb) format as originally obtained via above resource.

- c. Editors may edit the GIS data using their preferred software. Suitable commercial software packages that can read and edit the data are available from Esri and Autodesk (e.g. ArcMAP, ArcGIS Pro, AutoCAD Map3D, ect.)
- d. Edited data must be returned in a zipped file geodatabase via the upload process documentation & resources found at <http://mclio.maps.arcgis.com/apps/webappviewer/index.html?id=1d1bc0975f414049ace560b95b377adc>

V. DOCUMENT REQUIREMENTS

A. **Design Documents:** Prepare and submit the following documents to the DAS - Records Management Office with a copy of the transmittal letter submitted to the respective Project Manager:

- 1. City/State Approved Drawings (1) Original set
- 2. Bid Set Drawings (1) Set BOND PAPER (marked as "ORIGINAL")
(1) Set electronic file (DWG & PDF)
- 3. Project Manual & Detail Manual (1) Set hard copy
(1) Set electronic file

B. **As-Built/Record Documents:** Prepare and submit the following record documents to the DAS - Records Management Office with a copy of the transmittal letter submitted to the respective Project Manager:

- 1. As-Built/Record Drawings (2) Sets BOND PAPER (marked as "ORIGINAL")
(1) Set electronic file (DWG & PDF)
- 2. Project Manual & Detail Manual (2) Sets hard copy
(1) Set electronic file
- 3. Operating/Maintenance Manuals (3) Sets hard copy, (1) set electronic file

The Prime Consultant and his/her sub-consultants shall prepare and submit the required As- Built/Record Drawings and Project Manuals in accordance with the following procedures:

- 1. Obtain from each Prime Contractor marked-up prints, clarification drawings, shop drawings and/or any other data showing significant changes in the work made during the construction phase, including all changes described in the original addenda.
- 2. Update the original electronic drawings and project manuals by transferring all addenda and field changes from the contractor's marked-up documents, describing significant changes to the original drawings and project manuals.

The Prime Consultant shall list all revisions on each drawing and identify each revision with boundaries. Each drawing shall be labeled **AS-BUILT/RECORD DRAWINGS** and **PROJECT and DETAIL MANUAL**, and have them dated and signed by the Principal in Charge.

- 3. The end product shall consist of a composite set of Record Drawings and Project Manuals accurately showing the as-built, on-site conditions of the entire project.

C. **Studies/Analysis/Survey Reports:** Prepare and submit the following documents to the DTPW Records Management Office with a copy of the transmittal letter submitted to the respective Project Manager:

- 1. Final Approved Report (2) Sets hard copy
(1) Set electronically produced

VI. FINAL DOCUMENT REQUIREMENTS FOR ELETRONIC MEDIA

The Prime Consultant and his/her subconsultants shall prepare and submit:

A. A Drawing Directory consisting of a drawing index, in hard copy and on electronic media, that is sorted by:

1. Property site
2. Building
3. Discipline

And shall include:

4. MILWAUKEE COUNTY Project Number
5. MILWAUKEE COUNTY Site I.D. and Building I.D.
6. MILWAUKEE COUNTY Drawing Name and Description
7. Sheet number
8. Text Style
9. Image Files
10. 3rc1_party Fonts
11. **Layer Log** for each Drawing Sheet including layer name, state (on/off), color, line type, defined blocks, user blocks, dependent blocks and unnamed blocks.

B. Detail Drawings produced as a MANUAL shall include a Drawing Index consisting of the detail title and/or description, and identification number sorted by discipline and page number. The Drawing Index shall be submitted in hard copy and shall be incorporated in the Detail Manual.

C. Consultants shall also submit correspondence outlining all special loading or start-up procedures required to generate the drawings for viewing, manipulating and editing on Milwaukee County DAS's CADD system (AutoCAD 2013).

D. Consultants shall label the CD-ROM identifying:

1. Project Number
2. Project Title with Site I.D. and Building I.D.
3. Name of Consultant Firm and Principal in Charge
4. Date

E. Consultants may insert their logos on Milwaukee County's Standard Cover Sheet with PRIOR APPROVAL from the Architect/ Engineer of record for the project.

Submit the Project Cover Sheet Layout to the Architect/ Engineer of record for review and approval. Consultants **MAY NOT** insert their logos on the Project Drawing Sheets. The consultant firm's name may be inserted in the designated space provided within Milwaukee County's Standard Title Block.

F. For an example of file and layer indexing, please visit

[http://county.milwaukee.gov/ImageLibrary/Groups/cntyArchEng/dturzai/09172013forward/SectionHFile/LayerIndex2015 .pdf](http://county.milwaukee.gov/ImageLibrary/Groups/cntyArchEng/dturzai/09172013forward/SectionHFile/LayerIndex2015.pdf)

SUBMIT TO:

**MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES ARCHITECTURAL, ENGINEERING
& ENVIRONMENTAL SERVICES DIVISION
633 WEST WISCONSIN AVENUE-SUITE 1000
MILWAUKEE, WI 53203**

PHONE: 414-278-3986

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

COMPLETE LISTING OF SUBCONSULTANTS

(To Be Completed by Prime Consultant)

DATE: 11/25/2020

PROJECT TITLE: Engineering Services and Final Design Development for LMRP

PROJECT NO.: 0515-17803

PRIME CONSULTANT: Cardno, Inc

In the execution of the subject Prime Consultant Agreement, I/We propose to use the following subconsultants:

No.	<u>Name & Address</u>	<u>Type of Service</u>	<u>Principal Contact</u>
	Thompson & Associates Wetland Services, LLC	Wetland & Ecological Consulting	Alice Thompson

For Milwaukee County
Department of Administrative Services
Facilities Management Division

For Prime Consultant:

Approved (No.'s): _____

Rejected/Resubmit (No.'s) _____

Signature

Anngie Richter
Name

Business Unit Leader
Title

11/25/2020
Date

Signature

Name

Title

Date

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

DATE: 12/11/2020

PROJECT TITLE: "Engineering Services & Final Design Development for LMRP"

PROJECT NO.: 0515-17803

PRIME CONSULTANT: Cardno

This is to Certify that I/We:

SUBCONSULTANT NAME: Thompson & Associates Wetland Services, LLC

ADDRESS: 1514 Menomonee AVE
South Milwaukee, WI 53172

Shall provide the following subconsulting services to the above named Prime Consultant:

TYPE OF SERVICES: Wetland and Ecological Consulting

We also certify that if I/We are approved for this project, we shall be bound by all the applicable terms and conditions, including the "Audit and Inspection of Records" requirements, required of the Prime Consultant. No work shall be started until we have an executed Agreement with the Prime Consultant incorporating all of the above requirements.

SUBCONSULTANT

Alice L. Thompson

Subconsultant's Name

Signature

Owner, Senior Scientist

Title

12/11/2020

Date

If Principal is a Corporation
IMPRINT CORPORATE SEAL

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION
CONSULTANT AGREEMENT CLOSEOUT CHECKLIST

Consultant: _____

Project Title: _____

Project No.: _____

Agreement (Contract) No.: _____ Effective Date: _____

Type Agreement: A: ___ B (Annual): ___ C: ___ D: ___

Consultant Selection Documentation in File: Yes No

**These deliverable item from the consultant must be in the FACILITIES MANAGEMENT DIVISION
Project (job) File:**

- Final Project Program Report (Sec. 3.1.3) (*Scope of project as agreed by all parties*)
- Final Estimate of Probable Construction Costs (Sec. 3.4.2) (*Submitted before bid process begins*)
- Copies of all State and Local Plan Examination approvals and receipts for paid application fees (Sec. 3.5.2.2)
- Project Manual and all addendum originals (Sec. 3.4.2, 3.5.2.3)
- Written recommendation as to Substantial Completion and final acceptance of the project (Sec. 3.6.2, 5.4.1.1) (AIA Form G704)
- Written confirmation of compliance of the Work with Contract Documents (sec. 3.6.2) (WI Commercial Bldg. Code, Form SBDB-9720)
- Final updated cost loaded schedule (Attachment "G-1")
- Record documents (Attachment "H-1") are accessible and useable _____
- Operation and maintenance manuals and data (CONSULTANT approved)
- Confirmation of Site Clean-Up (*i.e., environmental or geotechnical soil cuttings, purge water*)
- DBE Participation (Attach Approved Final Utilization Report): DBD-018PS

Note - Signature no longer required. Use Record Document BP for record document closeout.

All of the above items applicable to this project have been submitted

Prime CONSULTANT Signature: _____

County Project Manager Approval: _____ Date: _____

SCORE: _____

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

CONSULTANT EVALUATION FORM

Consultant: _____

Consultant P.M.: _____

Project Title: _____

Project No.: _____ Contract No.: _____

Date of Evaluation: _____ Evaluation Form Completed By: _____

Basic Services Provided by the CONSULANT: _____

**Please circle the Appropriate Response:
Performance Assessment:**

- I. Quality of Work:
 - (4) Satisfied/Above Average
 - (3) Acceptable/Average
 - (2) Marginally Acceptable/Below Average
 - (1) Unacceptable

Comments: _____

- II. Adherence to Schedule/Timeliness/Responsiveness:
 - (4) Satisfied/Above Average
 - (3) Acceptable/Average
 - (2) Marginally Acceptable/Below Average
 - (1) Unacceptable

Comments: _____

- III. Budget Management/DBE Compliance:
 - (4) Satisfied/Above Average
 - (3) Acceptable/Average
 - (2) Marginally Acceptable/Below Average
 - (1) Unacceptable

Comments: _____

ADDITIONAL COMMENTS: _____

Composite Score = I + II + III / 3

BY CONSULTANT / CONTRACTOR:

Cardno, Inc.
Contracting Firms Name

Signature

11/25/2020
Date

Business Unit Leader
Title

N/A
Witnessed By

If Principal is a Corporation
IMPRINT CORPORATE SEAL

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

FOR Cardno, Inc.

BY: Guy Smith DATE: 1/4/2021

BY: Anngelia Richter DATE: 1/7/2021

NAME: Guy Smith

NAME: Anngelia Richter

TITLE: Executive Director, Parks Department

TITLE: Business Unit Manager, Senior Principle

DEPARTMENT: Milw County Parks

TAXPAYER ID No.: 45-2663666

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Megan Rogers DATE: 1/7/2021

BY: Lamont Robinson DATE: 1/6/2021

Risk Manager
Office of Risk Management

Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: [Signature] DATE: 1/6/2021

BY: David Farwell DATE: 1/4/2021

Milwaukee County Comptroller
Office of the Comptroller

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: [Signature] DATE: 1/7/2021

BY: David Farwell DATE: 1/7/2021

David Crowley, County Executive
Office of the County Executive

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED FOR COMPLIANCE WITH COVID-19 PUBLIC HEALTH EMERGENCY FISCAL ACTIONS ADMINISTRATIVE ORDER 20-9

BY: JOSEPH LAMERS DATE: 12/29/2020

Director of Performance, Strategy & Budget
Department of Administrative Services

Article 19 Amendment to

Milwaukee County
Department of Administrative Services
Facilities Management Division
Consultant Agreement For
Professional Services

Type "C" Agreement

Page 1 of Type C Agreement insert:

"To the extent there is any conflict or inconsistency between the terms of Cardno's approved response to the RFP, dated October 2, 2020 (attached) and any other Master Agreement with the Milwaukee County, the terms of Cardno's response to the RFP shall govern; provided, however, that if Cardno's approved response to the RFP is silent as to a particular term, provision or condition that is contained in Milwaukee County's Master Agreement (or its ancillary agreements), such term, provision or condition in such Master Agreement (or its ancillary agreements) shall control."

Section 3.1 through Section 3.4 strike and replace with the approved RFP response scope:

Task 1: Preliminary Data Gathering and Field Investigations

Upon receipt of the Notice to Proceed, Cardno will reach out to MCP and WDNR to acquire all project related data. Due to the large amount of data that is anticipated, a large portion of our team will be responsible for reviewing the received data to identify any gaps where additional information is needed from the field. A field visit will be conducted to gather any additional information that is necessary for the completion of the project. This field visit will occur before frozen ground conditions and snow cover occurs. For the sake of efficiency, one site visit will occur to collect additional data that will inform the habitat restoration plan and the wetland scrape.

A primary focus of the field visit will be collect information to support the design of the wetland scrape. Due to the start of this project occurring outside of the growing season, the wetland boundary will be preliminarily determined in the area of the wetland scrape. The preliminary wetland boundary will be recorded using Global Positioning System (GPS) technology and will be used to inform the design of the wetland scrape. A full wetland delineation will be completed at the beginning of the 2021 growing season. It is assumed that the 2021 growing season will start sufficiently early to allow for the completion of this project by July 1. A variety of factors will be studied to estimate the approximate depth of the water table. The existing sedge meadow within LMR 5 will also be field visited and its characteristics recorded to further inform the design of the wetland scrape.

Task 2: Habitat Restoration Plan (Phase 1A and Phase 2A)

Habitat restoration plan development will begin with review and compilation of the existing data and information on the project area including vegetative and faunal surveys, wetland maps, site habitat assessments, and endangered species investigation data. The habitat restoration plan will be tailored to meet MCP's goals for the LMR corridor including; to protect ecologically significant areas, maintain and increase native plant and wildlife diversity, reduce the impact of invasive species, enhance and maintain the environmental corridor, and implement restoration projects that are a priority for the Parks Dept. while also addressing BUIs associated with the Milwaukee Estuary AOC.

Considering the goals and objectives of the LMRP ERMP, our team will prepare a habitat restoration plan that will prioritize management efforts and provide a blueprint for the implementation of the proposed restoration activities. Each step in the restoration plan will describe the specific activities, methods and equipment to be utilized, appropriate timing and

sequencing of operations and supporting data. In general, the beginning phases of the restoration plan would include the removal of "Rapid Response Invasive Species", target woody species removal in sensitive areas, and selective tree thinning. Invasive species cover data and maps will be used to prepare species-specific management guidelines and treatment schedules, as well as provide the basis for implementation bid quantities and standards of performance. Specific project metrics will be developed in order to assess the effectiveness of invasive species control and to determine when an area can effectively be revegetated with native plant species.

Upon review and approval of the Phase 1 Habitat Restoration Plan by MCP and WDNR, our team will finalize the implementation plan including the complete technical specifications for inclusion in the project manual and complete final probable construction cost estimates.

Two paper copies of the habitat restoration plan sets will be provided for review when the design is 60% complete. Two paper copies will be provided of the final approved design.

Task 3: Wetland Scrape Design and Implementation Plans (Phase 1B and Phase 2B)

The first step of the wetland scrape design will be to discuss possible project ideas with MCP and WDNR staff during the project design kickoff meeting. In preparation for this discussion, our team will review the available data and information for the wetland scrape to develop several approaches for the wetland scrape. These approaches will be discussed with MCP and WDNR staff to receive their input which will be used to refine our approach. Next, the preliminary wetland boundary collected during Task 1 will be overlaid onto the multiple data sources including, but not limited to historical aerial imagery, soil maps, topography, existing plant communities, depth to groundwater map. Using topographical data, a sub watershed will be created for the area of the wetland scrape. This will be important for identifying how the wetland scrape will be connected to the larger watershed. Lastly, the characteristics of the existing sedge meadow within LMR will be evaluated and will be used as a possible reference site for the wetland scrape.

The above resources will be reviewed to design for the appropriate hydrology that will support the most suitable vegetative community; most likely an open wetland that will include a combination of wet prairie and sedge meadow community types. Once the targeted plant community is selected. The wetland scrape design will seek to balance the goal of providing a sufficient hydroperiod to support herptiles while maintaining the appropriate hydrology to support a wet-prairie or sedge meadow community. When the design and implementation reach the 60% complete stage, our team will seek input from MCP and WDNR staff. This vital input will be incorporated into final design and implementation plan. Additionally, minor modifications are anticipated for the final design based on the results of the wetland delineation in spring 2021. When the design and plans reach the final design, our team will be prepared to discuss the objectives of the project and the proposed methods to achieve those objectives as laid out in the wetland scrape design and implantation plan.

Two paper copies of the wetland scrape and implementation plan sets will be provided for review when the design is 60% complete. Two paper copies will be provided of the final approved design.

Task 4: Bid Documents, Permitting, and Approvals (Phase 3)

The work for this task will begin in the stages of the project. During the project design kickoff meeting with MCP and WDNR, the anticipated permit needs and involved regulatory agencies will be identified. During the development of the 60% complete plans for the habitat restoration and wetland scrape, our team will organize a regulatory review meeting with the representatives from the Army Corp of Engineers (ACOE), WDNR, and Milwaukee County. Any insight, concerns, or comments provided by these agencies will be incorporated into the permit applications. After the regulatory review meeting, our team will begin preparing the permit applications based on the

most updated project plans. The preliminary permit applications can be shared upon request with MCP and WDNR staff as they also the 60% complete plans and design. Any comments or concerns from MCP and WDNR staff will be incorporated into the final permit application. Also, to avoid delays in project permitting, the draft permit applications will incorporate the preliminary wetland boundary collected in Task 1. This will allow the development of the permit applications to proceed before the wetland delineation is completed in spring 2021. Once the wetland delineation is complete, the permit applications will be updated and finalized.

Prior to the final design review meetings identified in Phases 1B and 2B, all completed project drawings, specifications, and technical documents related to the habitat restoration plan and wetland scrape implementation plan will be provided to MCP and WDNR staff for their review. If any needed changes are identified after the design review meeting, these changes will be made promptly and the final versions of all documents will be provided to MCP for preparation of the bidding documents. Cardno staff will be available during this process to answer questions.

For Task 4, it is assumed that this project will require the Nationwide Permit 27 from the ACOE and the Wetland Conservation Activities General Permit from the WDNR. It is also assumed that no archeological investigations or protected species surveys will be required.

Section 3.5.2.2 strike as does not apply.

Section 3..5.2.3 strike as does not apply.

Section 3.5.2.4 strike as does not apply as provided in RFP and approved Proposal response.

Section 3.6.2 strike as not apply.

Section 3.6.3 strike as does not apply.

Section 3.8 Performance Time is not applicable and shall be replaced with Section V. Project Schedule of the RFP.

Section 3.10.3 strike.

Section 5.3 strike and replace with "Consultant will submit monthly invoice with status report of activities completed for the prior month".

**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: Cardno, Inc. Principal-in-Charge: Heather Schwar

Wisconsin Reg. Number: No. 38355-6

Principal's Flat Rate: \$ 170.22 /hr.

Overhead & Profit Factor (multiplier): 3

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

Name	Classification	Direct Salary Rate/Hour
<u>Heather Schwar</u>	<u>Senior Water Resources Engineer</u>	<u>\$56.74</u>
<u>Nicole Staskowski</u>	<u>Senior Consultant</u>	<u>\$61.78</u>
<u>Chris Loebach</u>	<u>Wetland Scientist</u>	<u>\$30.05</u>
<u>Mark Prankus</u>	<u>Senior Consultant</u>	<u>\$37.76</u>
<u>Charles Ebert</u>	<u>Senior Staff Ecologist</u>	<u>\$36.06</u>
<u>Preston Rye</u>	<u>GIS Analyst</u>	<u>\$24.04</u>
<u>Stephen LaFon</u>	<u>CADD Technician</u>	<u>\$29.03</u>
<u>Zachary Loftus</u>	<u>Field Operations Manager</u>	<u>\$43.50</u>
<u>Josh Wied</u>	<u>Wetland Scientist</u>	<u>\$30.05</u>
<u>Collin Hulick</u>	<u>Assistant Staff Scientist</u>	<u>\$20.26</u>
<u>Will Taylor</u>	<u>Staff Scientist</u>	<u>\$33.16</u>
<u>Dan Salas</u>	<u>Senior Project Ecologist</u>	<u>\$59.27</u>
<u>Kari Jones</u>	<u>Project Coordinator</u>	<u>\$19.00</u>
<u>Alex Cohen</u>	<u>Senior GIS Analyst</u>	<u>\$33.48</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____

Date: _____

Signature

Signature

Business Unit Leader
Title

Title

CARDNO, INC.

SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD (WITH FIELD RATES)

As of and for the Year Ended June 30, 2020

And Report of Independent Auditor

CARDNO, INC.
TABLE OF CONTENTS

REPORT OF INDEPENDENT AUDITOR 1-2

FINANCIAL STATEMENTS

Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rates) 3-4

Notes to the Schedule of Direct Labor, Fringe Benefits, and

General Overhead (with Field Rates) 5-9

Report of Independent Auditor on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of the Schedule of Direct Labor, Fringe Benefits,
and General Overhead (with Field Rates) Performed in Accordance

With Government Auditing Standards 10-11



Report of Independent Auditor

Cardno, Inc.
Lone Tree, Colorado

Report on the Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rates)

We have audited the accompanying Schedule of Direct Labor, Fringe Benefits and General Overhead (with Field Rates) (hereinafter referred to as the "Schedule") of Cardno, Inc. ("Cardno") for the year ended June 30, 2020 and the related notes to the Schedule.

Management's Responsibility to the Schedule

Management is responsible for the preparation and fair presentation of the Schedule in accordance with the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation ("FAR") and certain other federal and state regulations as discussed in Note 2. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to error or fraud.

Auditor's Responsibility

Our responsibility is to express an opinion on the Schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the financial audit standards contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedule. The procedures selected depend on auditor's judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the Schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead (with field rates) of Cardno for the year ended June 30, 2020 on the basis of accounting described in Note 2.

Basis of Accounting

We draw attention to Note 2, which describes the basis of accounting. As described in Note 2, the Schedule is prepared on the basis of accounting prescribed by Part 31 of the FAR and certain other federal and state regulations as discussed in Note 2, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified in respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with the *Government Auditing Standards*, we have issued a report dated October 19, 2020 on our consideration of Cardno's internal controls over financial reporting as it relates to the Schedule and on our tests of its compliance with certain provisions of laws, regulations, and contracts, including provisions of the applicable sections of Part 31 of the FAR. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal controls over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cardno's internal control over financial reporting and compliance.

Restriction on Use

This report is intended solely for the information and use of Cardno and the government agencies or other customers related to contracts employing the FAR cost principles and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Cherry Bokant LLP". The signature is written in a cursive, flowing style.

Raleigh, North Carolina
October 19, 2020

CARDNO, INC.

SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD (WITH FIELD RATES)

YEAR ENDED JUNE 30, 2020

	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed	Home/Branch Office (Utilities Engineering and Survey)	Home/Branch Office (Remainder of Cardno)	Allocations		Percent to Field Office
							Total Home/ Branch Offices	Client Furnished Field Offices	
Direct labor	\$ 52,658,859	\$ -		\$ 52,658,859	\$ 3,868,830	\$ 46,134,785	\$ 50,003,615	\$ 2,655,244 (a)	5.04%
Fringe Benefits:									
Group insurance	9,699,642	(53,430)	(2)	9,646,212	751,306	8,408,737	9,160,043	486,169	5.04%
Profit sharing	2,112,827	(9,894)	(2)	2,102,933	167,991	1,828,954	1,996,945	105,988	5.04%
Additional compensation	8,165,825	(11,873)	(2)	8,153,952	271,915	7,471,077	7,742,993	410,959	5.04%
Paid leave	9,567,093	-		9,567,093	617,241	8,467,671	9,084,912	482,181	5.04%
Payroll taxes	6,971,455	(29,683)	(2)	6,941,772	547,921	6,043,986	6,591,907	349,865	5.04%
Workers compensation insurance	193,676	(2,855)	(2)	190,821	278	180,926	181,204	9,617	5.04%
Total Fringe Benefits	36,710,518	(107,735)		36,602,783	2,356,652	32,401,351	34,758,003	1,844,780	
General Overhead:									
Indirect payroll	29,806,633	(1,505,333)	(2),(3)	28,301,300	1,883,989	25,009,028	26,893,017	1,408,283 (b)	4.98%
Hiring expense	584,043	(4,779)	(4)	579,264	85,192	465,225	550,417	28,847 (d)	4.98%
Temporary help	2,194,155	(525,538)	(4)	1,668,617	53,562	1,531,958	1,585,520	83,097 (d)	4.98%
Office rent and expenses	9,730,342	(45,916)	(4)	9,684,426	648,956	9,035,470	9,684,426	- (c)	
Office, drafting, and environmental supplies	263,509	(7,272)	(4)	256,237	37,548	205,928	243,476	12,761 (d)	4.98%
Prints and reproductions	525,053	(2,605)	(4)	522,448	45,160	451,270	496,430	26,018 (d)	4.98%
Telephone and utilities	819,747	(1,341)	(4)	818,406	90,656	727,750	818,406	- (c)	
Postage, shipping, and delivery	181,609	(12,515)	(4)	169,094	5,998	163,096	169,094	- (c)	
Taxes and licenses	2,780,762	(1,740,391)	(5),(12)	1,040,371	15,940	972,621	988,561	51,810 (d)	4.98%
Insurance	1,657,023	(822)	(4)	1,656,201	120,131	1,453,591	1,573,722	82,479 (d)	4.98%
Employee travel and subsistence	1,629,818	(178,819)	(6),(12),(14),(16),(17)	1,450,999	123,450	1,255,289	1,378,739	72,260 (d)	4.98%
Employee welfare	449,994	(73,843)	(4)	376,151	4,804	352,615	357,419	18,732 (d)	4.98%
Education and seminars	278,167	(4,956)	(4)	273,211	2,764	256,841	259,605	13,606 (d)	4.98%
Computer expenses	5,081,644	(1,521)	(4)	5,080,123	265,700	4,814,423	5,080,123	- (c)	
Dues, subscriptions, and publications	380,590	(32,360)	(4),(15)	348,230	28,477	302,411	330,888	17,342 (d)	4.98%
Advertising and promotion	650,772	(650,772)	(4)	-	-	-	-	- (c)	
Legal, accounting, and payroll	1,673,547	(297,528)	(8)	1,376,019	25,454	1,282,039	1,307,493	68,526 (d)	4.98%
Equipment rental, repairs, and maintenance	407,746	(40,148)	(4)	367,598	6,267	343,025	349,292	18,306 (d)	4.98%
Automotive expenses	1,250,675	(142,375)	(9)	1,108,300	60,101	993,006	1,053,107	55,193 (d)	4.98%
Depreciation and amortization	2,625,673	(696,920)	(4)	1,928,753	37,718	1,891,035	1,928,753	- (c)	
Contributions	29,590	(29,590)	(10)	-	-	-	-	- (c)	
Interest expense	(540,534)	540,534	(11)	-	-	-	-	- (c)	
Miscellaneous expense	84,418	(54,809)	(7),(8)	29,609	4,942	23,192	28,134	1,475 (d)	4.98%
Recovery variance	252,222	-		252,222	252,222	-	252,222	- (c)	
Gain/loss on asset sales	(17,570)	17,570	(4)	-	-	-	-	- (c)	
Uncollectible accounts	845,123	(845,123)	(13)	-	-	-	-	- (c)	
Bank service charges	178,416	-		178,416	20	178,396	178,416	- (c)	
Penalties and fines	1,302,791	(1,302,791)	(14)	-	-	-	-	- (c)	
Head Office Charge	5,115,024	(607,557)	(1),(3),(4),(6),(8),(10),(11),(14),(16)	4,507,467	320,664	4,186,803	4,507,467	- (c)	
TSA Income	(1,817,811)	-		(1,817,811)	-	(1,817,811)	(1,817,811)	- (c)	
Division Managers Charge	(1,113,751)	-		(1,113,751)	824,957	(1,938,708)	(1,113,751)	- (c)	
Total General Overhead	\$ 67,289,420	\$ (8,247,520)		59,041,900	4,944,672	52,138,493	57,083,165	1,958,735	
Total Indirect Costs				\$ 95,644,683	\$ 7,301,324	\$ 84,539,844	\$ 91,841,168	\$ 3,803,515	
Fringe Benefits Rate				69.51%	60.91%	70.23%	69.51%	69.48%	
General Overhead Rate				112.12%	127.81%	113.01%	114.16%	73.77%	
Combined Rate				181.63%	188.72%	183.25%	183.67%	143.25%	

The accompanying notes to the Schedule are an integral part of this Schedule.

CARDNO, INC.
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD (WITH FIELD RATES) (CONTINUED)

YEAR ENDED JUNE 30, 2020

FAR References:

- (1) 31.205-6 – Stock options
- (2) 31.205-1 – Marketing salaries and benefits included in indirect payroll
- (3) 31.205-6 – Executive compensation in excess of statutory limit
- (4) 31.205-1 & 31.205-38 – Public relations & advertising costs and selling costs
- (5) 31.205-41 – Federal income taxes
- (6) 31.205-14 – Costs of client entertainment
- (7) 31.205-27 – Excess of costs over income
- (8) 31.205-27 – Organization & Reorganization costs
- (9) 31.205-46 – Portion of vehicles that relates to personal use by employees and car allowances
- (10) 31.205-8 – Charitable contributions or donations
- (11) 31.205-20 – Interest and other financial costs
- (12) 31.201-4 – Non-allocable cost
- (13) 31.205-3 – Cost of bad debt and collections of bad debt
- (14) 31.205-15 – Fines and penalties
- (15) 31.205-22 – Lobbying costs
- (16) 31.205-46 – Excess travel costs
- (17) 31.205-51 – Cost of alcoholic beverages

Field Office Rate Allocation (per FAR 31.203(f)):

- (a) Field employee labor specifically identified
- (b) Indirect general administrative and support labor is allocated
- (c) Accounts specifically identified as home office only
- (d) Allocated on the basis of the field office labor percentage

CARDNO, INC.

NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD (WITH FIELD RATES)

JUNE 30, 2020

Note 1—The Company

Cardno, Inc. (“Cardno” or the “Company”) is a Delaware Corporation and a wholly-owned subsidiary of Cardno, USA, Inc. (the “Parent”), which is a wholly-owned subsidiary of Cardno, Ltd., an Australian-based publicly held company. For purposes of the schedule of direct labor, fringe benefits, and general overhead (with field rates) (the “Schedule”), the reporting unit consists of operations of Cardno which are performing services within the United States of America, and includes its subsidiary entities, ChemRisk, Inc. and David Douglas Associates, Inc. Cardno is headquartered in Lone Tree, Colorado and has offices throughout the United States.

Cardno is an integrated professional services provider delivering a diverse range of services including civil engineering, natural resource management, subsurface utility engineering, restoration services, surveying, construction management, landscape architecture, and other related consulting services.

Revenues are derived from billing for services, equipment, and reimbursable expenses on consulting engagements.

There were two key transactions that took place during the year and the pro-rated results are reflected in the Schedule. On August 21, 2019 the Company announced the proposed demerger of its Quality, Testing and Measurement business into a separate ASX listed entity, to be named Intega Group Limited. The demerger was completed on October 31, 2019. On May 29, 2020, the Company sold its Structures business unit to a third party.

Note 2—Basis of accounting and description of accounting system

Basis of Accounting – Cardno’s Schedule is prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulations (“FAR”) and certain other federal and state regulations. Accordingly, the Schedule is not intended to present the results of operations of Cardno in conformity with accounting principles generally accepted in the United States of America. The Schedule has been prepared on the accrual basis.

Accounting System – Cardno maintains a job-order cost accounting system for recording and accumulating costs incurred under its contracts. Each project is assigned a project number so that costs may be segregated and accumulated in Cardno’s job-order cost accounting system. Cardno also maintains a general ledger in which direct and indirect costs are separated and accumulated which allows for the periodic reconciliation of the job costs to the general ledger. Direct costs have separate account numbers to ensure those costs are not also included in the indirect cost pool.

Cardno’s method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

Direct Costs – Cardno consistently bills its clients for the following direct costs: sub-consultants, project related travel, and vehicle and equipment expenses and usage. Cardno distributes labor costs to direct projects for all employee classifications based on actual time incurred and at standard hourly rates. See schedule of direct expenses (with field rates) for listing of types of costs that were charged directly to contracts.

CARDNO, INC.

NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD (WITH FIELD RATES)

JUNE 30, 2020

Note 2—Basis of accounting and description of accounting system (continued)

Head Office Charge – The Parent allocates overhead costs to Cardno. A schedule of expenses is reviewed and items are allowed and unallowed in accordance with the FAR. See Note 4 – *Highly Compensated Employees/Officers*.

Regional and Divisional Managers Charge – Cardno provides corporate support services to related companies. These costs are allocated in relation to the total labor costs incurred during the year. The allocation is shown as a subtraction on the Schedule.

Native Plant Nursery – The costs associated with the native plant nursery division have been removed from the overhead calculation.

Use of Estimates – The preparation of the Schedule requires management to make estimates and assumptions that affect the reported amounts of incurred costs during the reporting period. Significant estimates include, among others, the assumptions used to compute depreciation and amortization, allocation of head office charges, and expense accruals.

New Accounting Pronouncements – In February 2016, the Financial Accounting Standards Board issued new accounting guidance that changes the accounting for leases. The new guidance requires lessees to recognize the assets and liabilities arising from all leases, including those classified as operating leases under current accounting guidance, on the balance sheet. It also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. The guidance will be effective for the Company on July 1, 2022, and early adoption is permitted. The Company is currently assessing the impact of this standard on the Statement.

Note 3—Overhead rate structure

Cardno's overall overhead rate structure is allocated based on direct labor costs for federal, state, local, and private projects. Cardno consistently and equitably allocates costs between the home/branch offices and the client-furnished field offices.

Field Office Rate – A client-furnished field office is an office established for one or more projects; whereby, the client provides the facilities, vehicles, and related equipment or Cardno bills the client directly for these fully reimbursed items. This approach creates a lower indirect cost rate than is ordinarily applicable for the home or branch office environments of Cardno.

In calculating the field office pool, the allocation to indirect labor and fringe benefits is based upon the ratio of field office direct labor to total direct labor. The remaining field office pool allocations are based upon the ratio of field office indirect labor allocation to total indirect office labor. Indirect labor costs included in the head office allocation have been excluded from the total indirect labor base during the calculation of the field office indirect labor ratio. The direct labor dollars for the field office are based upon the fiscal year wages of the individuals specifically identified by Cardno as physically working on the client-furnished field office projects.

Home/Branch Office Rate – On October 31, 2019, the Utilities Engineering and Survey (“UES”) component of Cardno, Inc. demerged from Cardno, Inc. In the preparation of the Schedule, the UES Home/Branch office rate was segregated from the remainder of Cardno. The predominance of the costs included in the UES rates were directly assigned based on Cardno's systems; however, some costs not directly assigned to UES were allocated in proportion to their share of the total labor costs incurred. UES does not have client furnished field offices, therefore, there was no impact on the Client Furnished Field Office Rates.

CARDNO, INC.**NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD (WITH FIELD RATES)**

JUNE 30, 2020

Note 4—Labor related costs

Project Labor – Costs are charged to all projects based on standard hourly rates.

Contract Labor – Cardno uses contract labor for engineering related services, and bills this labor as allowed by the contract. Cardno allocates the direct cost to projects and the cost is included in the subcontract category within direct expenses.

Paid Time Off – Regular full-time and regular part-time employees working at least 30 hours per week accrue paid time off (“PTO”) beginning on the date of hire.

Full-time employees accrue PTO based on the schedule below:

<u>Months of Service</u>	<u>PTO Days</u>	<u>Max Accrual (Days)</u>	<u>Accrual Rate Per Pay Period (Bi-Weekly)</u>	<u>Accrual Rate Per Pay Period (Semi-Weekly)</u>	<u>Accrual Rate Per Pay Period (Weekly)</u>
0 - 48	15	30	4.62	5.00	2.31
49 - 108	20	40	6.15	6.67	3.075
109 - 168	23	46	7.08	7.67	3.54
169+	25	50	7.69	8.33	3.845

Exempt employees are presumed to work 40 hours in each work week for purposes of the PTO accrual. Regular part-time employees will accrue a prorated amount of PTO based on their regularly scheduled work week.

A maximum of two times an employee’s annual accrual may be carried over from one calendar year to the next. Once the maximum PTO accrual is reached, the employee will no longer accrue PTO hours until the PTO balance is below the maximum amount. In the event of employment termination, the value of unused PTO balance will be paid in full.

Premium Overtime – Premium overtime costs are incurred in meeting certain deadlines. Hourly employees are eligible for overtime. The premium received is included in their compensation equal to time and a half. The premium portion of paid overtime is included in the overhead cost pool.

Uncompensated Overtime – Cardno does not pay salaried employees for time worked in excess of 40 hours per week. The time in excess of 40 hours was credited to the indirect cost pool. The credited amount consisted of hours worked in excess of 40 hours, times the employee’s standard hourly rate.

Defined Contribution & Profit Sharing Plan – Cardno operates a 401(k) Plan that meets the requirements of FAR 31-205.6(j). During the year ended June 30, 2020, Cardno made a contribution equal to 50% of the employee’s contribution up to 6% of the participating employee’s salaries.

Highly Compensated Employees/Officers – For the year ended June 30, 2020, an analysis was prepared of executive compensation in accordance with Chapter 7 of the AASHTO Audit Guide, using the limits noted in the National Compensation Matrix. Compensation in excess of \$525,000 was removed from the Schedule to comply with the Bipartisan Budget Act of 2013. As a result of the analysis of Cardno’s executive compensation reasonableness, a total of \$1,109,555 of executive compensation was disallowed. A similar analysis was performed for Head Office executive compensation amounts and \$393,946 was determined to be unallowable with \$131,684 allocable to Cardno and excluded from the Head Office Charge allocation.

CARDNO, INC.**NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD (WITH FIELD RATES)***JUNE 30, 2020***Note 5—Depreciation and leasing policies**

Certain assets are purchased and depreciated while others are leased and considered operating leases. The annual lease costs are included in the overhead pool. The depreciation reflected on Cardno's financial statements differs from the acceptable depreciation for federal income tax purposes. Since the financial statements' amounts included in the overhead pool are lower than the amounts used for federal purposes, the amounts included in the Schedule are allowable under FAR 31.205-11(e).

Note 6—Facilities capital cost of money ("FCCM")

The FCCM rate was calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the average Federal Prompt Payment Act Interest Rate (Treasury Rate) for the applicable period. Equipment and facilities include furniture and fixtures, computer equipment, vehicles, and leasehold improvements. The calculation for the year ended June 30, 2020 is as follows:

Net Book Value of Assets - Prior Year	\$ 7,979,700
Net Book Value of Assets - Current Year	4,824,109
Average Net Book Value	6,401,905
Multiplied by: Average Treasury Rate	2.13%
Equals: Facilities Capital Cost of Money	136,040
Divided by: Direct Labor Cost	\$ 52,658,859
Equals: Facilities Capital Cost of Money Rate	0.26%

Note 7—Subsurface utility engineering and survey equipment costs

Until October 31, 2019, the date of the demerger, Cardno operated several specially equipped units for use in performing Subsurface Utility Engineering ("SUE") and Survey services. Cardno determines a flat hourly cost rate for the use of these units by creating a separate pool for the related costs and dividing the total in the pool by the hours of use during the year. The pool and the related costs are not part of the Schedule.

Note 8—Related party transactions

During the year ended June 30, 2020, the Company did not have any related party transactions requiring disclosure.

Note 9—Subsequent events

No events have occurred between the end of the year and the date of this report that, in the opinion of the directors of the Company, would affect significantly the operation of the Parent or the results of those operations.

CARDNO, INC.

**NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD (WITH FIELD RATES)**

JUNE 30, 2020

Note 10—Management’s review

There continues to be significant uncertainty relating to the future impacts of the pandemic. As a result of limited travel due to COVID-19 coronavirus restrictions that began in March 2020, certain normal expenses have been reduced in the last quarter of the year that are not expected to continue upon a return to normal business travel. Other than the reduced expenses, there has been no significant impact of the pandemic on the Company’s operations to June 30, 2020 but management is continuing to closely monitor.

Subsequent events were evaluated through the date the Schedule was available to be issued. The Schedule was approved and authorized for issue by management on October 19, 2020.



**Report of Independent Auditor on Internal Control over Financial Reporting and on
Compliance Based on an Audit of the Schedule of Direct Labor, Fringe Benefits, and General
Overhead (with Field Rates) Performed in Accordance
with *Government Auditing Standards***

Cardno, Inc.
Lone Tree, Colorado

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Controller General of the United States, the schedule of direct labor, fringe benefits, and general overhead (with field rates) (hereinafter referred to as the "Schedule") of Cardno, Inc. ("Cardno") for the fiscal year ended June 30, 2020 and the related notes to the Schedule, and have issued our report thereon dated October 19, 2020.

Internal Control over Financial Reporting

In planning and performing our audit, we considered Cardno's internal control over financial reporting ("internal control") to determine audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the Schedule, but not for the purpose of expressing an opinion on the effectiveness of Cardno's internal control. Accordingly, we do not express an opinion on the effectiveness of Cardno's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cardno's Schedule is free of material misstatement, we performed tests of Cardno's compliance with Part 31 of the Federal Acquisition Regulation, noncompliance with which could have a direct and material effect on the determination of the amounts reported on the Schedule. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Cardno's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cardno's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Cheryl Berkant LLP". The signature is written in a cursive, flowing style.

Raleigh, North Carolina
October 19, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/16/2020

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).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Cardno, Inc. 10004 Park Meadows Drive Suite 300 Lone Tree CO 80124 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C: Ironshore Specialty Insurance Company		25445
	INSURER D: Lexington Insurance Company		19437
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570084968020 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Per Project Agg \$2M GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL0018396105	06/30/2020	06/30/2021	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0183962-05	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC018392705	06/30/2020	06/30/2021	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
A	<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 N	WC018396005 AOS	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Archit&Eng Prof			PSDEF2000430 Claims Made	06/30/2020	06/30/2021	Aggregate	\$2,000,000
							Each Claim	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: Engineering Services and Final Design Development for LMRP, Project No. 0515-17803, Project Location: Little Menomonee River Parkway, Org. No. 9420, Object No. 6149. Milwaukee County (Owner) is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Milwaukee County in accordance with the policy provisions of the workers' compensation policy. Should General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to Certificate Holders in accordance with the policy provisions of each policy. The General Liability evidenced herein includes Ongoing-Completed

CERTIFICATE HOLDER Milwaukee County Attn: Katie Dunne 633 W. Wisconsin Avenue, 10th Floor Milwaukee WI 53203 USA	CANCELLATION 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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Holder Identifier : AEIQUJ

Certificate No : 570084968020





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570084968020			
CARRIER See Certificate Number: 570084968020	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Env Site Liab			002161706 Pollution Liability	06/30/2020	06/30/2021	Each Occurrence	\$1,000,000
							Aggregate	\$1,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570084968020			
CARRIER See Certificate Number: 570084968020	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Operations, Explosion/Collapse/Underground Hazard(XCU) and Contractual Liability. The workers' Compensation policy evidenced herein includes the following endorsement(s): Longshore and Harbor workers' Compensation Act Coverage and Stop Gap Employer's Liability. With respects to policy number PSDEF2000430 Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Risk Services Sydney Australia is the broker for the defined policy.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570084968020			
CARRIER See Certificate Number: 570084968020	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

CARDNO NAMED INSUREDS

Cardno ChemRisk, LLC.
 Cardno EM-Assist, Inc.
 Cardno Emerging Markets USA, Ltd.
 Cardno ENTRIX
 Cardno ERI
 Cardno GS, Inc.
 Cardno Haynes whaley, Inc.
 Cardno JFNew
 Cardno MMA
 Cardno NC, Inc.
 Cardno TBE (AZ)
 Cardno TBE (FL)
 Cardno TBE; TBE Group, Inc.
 Cardno TEC, Inc.
 Cardno USA, Inc.
 Cardno WRG, Inc.
 Cardno WRG, Inc. dba WRG Designs Inc.
 Cardno, Inc (OR)
 Cardno, Inc. (TX)
 Cardno, Inc. (FL)
 David Douglas Associates, Inc.
 Ensiht Haynes whaley, LLC
 Entrix Inc. dba Cardno Entrix
 Environmental Resolutions, Inc.
 ES NY Engineering, P.A. PC.
 J.F. New & Associates, Inc.
 JFNew
 TBE Group, Inc. (Adden)
 TBE Group, Inc. dba: Cardno TBE
 TBE Group, Inc., Cardno TBE
 TBE Professional Services, PLLC
 WRG North Carolina PLLC



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0183961 - 05

Effective Date: 6/30/2020

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: BAP 0183962-05

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: CARDNO USA, INC.</p> <p>Endorsement Effective Date: 06/30/2020</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0183961-05

Effective Date: 06/30/2020

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	10*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
BAP 0183962-05	06/30/2020	06/30/2021	06/30/2020	14340000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY WRITTEN CONTRACT	30

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective 06/30/2020
Insured Cardno USA, Inc.

Policy No. WC 018396005

Endorsement No.
Premium \$

Insurance Company Zurich American Insurance Company

Advice of Cancellation to Entities Other than the Named Insured Limited to E-Mail Notification

In the event that the Insured cancels this policy for any reason other than non-payment of premium, and:

- (a) the effective date of cancellation is prior to the expiration of the Period of Cover; and
- (b) the Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is cancelled (hereinafter the 'Certificate Holders'), and has provided to the Underwriters, either directly or through its broker of record, the email address of the contact at such entity, and the Underwriters have received information after the Named Insured received notice of cancellation of this policy and prior to this policy' cancellation effective date, via electronic spreadsheet that is acceptable to the Underwriters.

The Underwriters shall provide advice of cancellation via e-mail to such Certificate Holders. Proof of the Underwriters emailing such advice, using the information provided by Cardno USA Inc, will serve as proof that the Underwriters have fully satisfied their obligations under this endorsement. This endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this endorsement invest any rights in any entity who is not an Insured under this Policy.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 9th Floor - 633 W. Wisconsin	CONTRACT TYPE			
	Professional Service - Operating		x	
	Professional Service - Capital			
	Purchase of Service			
	Preliminary		Final	x

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Milwaukee County Parks	900	9000

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
23839		X		

NAME OF VENDOR	ADDRESS
CARDNO, INC.	3695 N. 126th St., Unit E Brookfield, WI 53005

TAX I.D. NO.	EFFECTIVE DATES: begin date	end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
45-2663666	Upon signature	07/01/21	8 months		\$ 72,352.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2021		0001	900	9420	KLAC	VM11	6149		RADM		\$ 72,352.00

PURPOSE OF CONTRACT

Complete a habitat management plan and wetland scrape design for the project area known as Sections 4 & 5 of Little Menomonee River Parkway, as part of the grant agreement with WI DNR: Little Menomonee River Corridor Habitat Restoration (GL00E02393_MKE1804_LMRrCorrImp). Other deliverables include reporting, hosting and attending stakeholder meetings, creating a QAPP, preparing bid documents and all applicable federal, state and local permit applications and gaining regulatory approval.

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

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

If NO, why is County Board approval not required? Park zoned under \$100K

Was Contract **fully** executed prior to work being performed (all signatures received)?

YES NO

Is Vendor a certified professional service DBE?

YES NO

Erica Hayden

Prepared By _____ Date _____

Guy Smith

Signature of County Administrator _____ Date _____

Contracts Manager

Title _____

Executive Director, Parks Department

Title _____

TBE Participation Recommendation**CONTACT INFORMATION**

Contract Administrator: Erica Hayden Phone: 414-257-8017 Date: 12/24/2020
 Email Address erica.hayden@milwaukeecountywi.gov Dept: Parks Grant \$\$: n/a Org No. 9000

PROJECT INFORMATION

Project Name: Cardno Engineering - Little Menomonee Project No.: n/a

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
 The DBE goal per contract is 17% and Cardno submitted commitment to contract form for 22% of the
~~contract for design for wetland scape and habitat restoration plan.~~

Contracting Opportunities (List NAICS codes): n/a

TYPE OF PROJECT

Contract Value: \$72,352 Contract Type: Construction Services

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less B. Rental or Lease C. Governmental Agency or Institution
 D. ¹Non-Profit (No subcontract) E. Purchasing or Renewal of software license
 F. ²Contract Extension/Amendment G. ³Specialized H. Only one individual assigned to the contract
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities J. ⁴Grants
 K. No funding use by Milwaukee County L. Special License or Certificate required
 M. Other n/a

Department/Division Administrator

Name Guy Smith Signature Guy Smith Date 1/4/2021

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: 22% _____ %

This contract is exempt from a participation goal: ___ Yes No

Approved: Lamont Robinson Date: 1/6/2021

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.


Certificate Of Completion

Envelope Id: 3D3856FC931541C597126752398E3933	Status: Completed
Subject: Please DocuSign: Area of Concern (AOC) - Cardno Contract Engineering and Plan for Little Menomonee	
Source Envelope:	
Document Pages: 106	Signatures: 13
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Erica Hayden
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	Erica.Hayden@milwaukeecountywi.gov
	IP Address: 204.194.251.3

Record Tracking


Status: Original	Holder: Erica Hayden	Location: DocuSign
12/24/2020 11:25:33 AM	Erica.Hayden@milwaukeecountywi.gov	

Signer Events

Signer Events	Signature	Timestamp
Erica Hayden		Sent: 12/24/2020 11:36:38 AM
erica.hayden@milwaukeecountywi.gov		Viewed: 12/24/2020 11:36:52 AM
Contracts Manager		Signed: 12/24/2020 11:42:38 AM
Milwaukee County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 204.194.251.3	

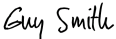
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

JOSEPH LAMERS		Sent: 12/24/2020 11:36:37 AM
Joseph.Lamers@milwaukeecountywi.gov		Viewed: 12/29/2020 9:14:45 AM
Budget Director		Signed: 12/29/2020 9:14:58 AM
Milwaukee County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 204.194.251.5	


Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Guy Smith		Sent: 12/24/2020 11:36:37 AM
Guy.Smith@milwaukeecountywi.gov		Viewed: 1/4/2021 1:51:54 PM
Executive Director, Parks Department		Signed: 1/4/2021 1:53:27 PM
Milwaukee County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 204.194.251.3	

Electronic Record and Signature Disclosure:

Accepted: 12/11/2017 4:09:25 PM
ID: 022e4205-7af7-4f9e-a114-b604b5086b96

Lamont Robinson		Sent: 1/4/2021 1:53:32 PM
lamont.robinson@milwaukeecountywi.gov		Viewed: 1/6/2021 8:33:14 AM
Director, CBDP		Signed: 1/6/2021 8:36:49 AM
Milwaukee County		
Signing Group: Community Business Development Partners	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 204.194.251.3	

Electronic Record and Signature Disclosure:

Accepted: 12/29/2020 11:44:11 AM
ID: 5e95e6c8-fb19-41cf-8563-51959b10f052

Signer Events	Signature	Timestamp
<p>David Farwell David.Farwell@milwaukeecountywi.gov Assistant Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>David Farwell</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 1/4/2021 1:53:32 PM Viewed: 1/4/2021 5:08:07 PM Signed: 1/4/2021 5:08:12 PM</p>
<p>Scott Manske comptrollersignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Scott Manske</i></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3</p>	<p>Sent: 1/4/2021 1:53:33 PM Viewed: 1/6/2021 12:24:58 PM Signed: 1/6/2021 12:28:22 PM</p>
<p>Megan Rogers megan.rogers@milwaukeecountywi.gov Director Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/15/2018 8:01:37 AM ID: b9a5cb95-855d-440c-886b-36b20bdadc17</p>	<p><i>Megan Rogers</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 1/4/2021 1:53:33 PM Viewed: 1/7/2021 1:00:12 PM Signed: 1/7/2021 1:00:17 PM</p>
<p>County Executive David Crowley David.Crowley@milwaukeecountywi.gov Milwaukee County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>David Crowley</i></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3</p>	<p>Sent: 1/7/2021 1:00:22 PM Viewed: 1/7/2021 1:15:08 PM Signed: 1/7/2021 1:15:15 PM</p>
<p>David Farwell David.Farwell@milwaukeecountywi.gov Assistant Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>David Farwell</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 1/7/2021 1:15:19 PM Viewed: 1/7/2021 1:32:20 PM Signed: 1/7/2021 1:32:30 PM</p>
<p>Anngelia Richter Anngie.Richter@cardno.com Business Unit Manager, Senior Principle Cardno, Inc. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/7/2021 1:33:42 PM ID: 3a998bee-4ab1-4ad6-ab9e-6dbddd6e7208</p>	<p><i>Anngelia Richter</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 208.87.236.201</p>	<p>Sent: 1/7/2021 1:32:36 PM Viewed: 1/7/2021 1:33:42 PM Signed: 1/7/2021 1:50:56 PM</p>

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Natalie Dutack natalie.dutack@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 1/7/2021 1:51:00 PM
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<p>Alice Thompson thompsonandassoc@sbcglobal.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 1/7/2021 1:51:01 PM Viewed: 1/7/2021 2:28:31 PM</p>
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<p>Brian Russart Brian.Russart@milwaukeecountywi.gov Natural Areas Coordinator, Parks Department Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 1/7/2021 1:51:03 PM Viewed: 1/8/2021 9:04:09 AM</p>
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<p>Sarah Toomsen sarah.toomsen@milwaukeecountywi.gov Sarah Toomsen, Planning Mgr Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/6/2021 1:43:37 PM ID: 698cf4b0-0583-4708-88a5-971e04694f11</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 1/7/2021 1:51:04 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/24/2020 11:36:38 AM
Certified Delivered	Security Checked	1/7/2021 1:33:42 PM
Signing Complete	Security Checked	1/7/2021 1:50:56 PM
Completed	Security Checked	1/7/2021 1:51:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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

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