

CONSTRUCTION ENGINEERING SERVICES CONTRACT BETWEEN  
THE MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION (DEPARTMENT)  
AND

Bloom Companies, LLC (CONSULTANT)

For  
Project ID# WH020152-2  
S. North Cape Road (CTH J), Phase 2  
Hi-View Drive to Scherrei Drive  
Milwaukee County

This is a CONSTRUCTION ENGINEERING SERVICES CONTRACT between the Milwaukee County Department of Transportation (DEPARTMENT) and Bloom Companies, LLC (CONSULTANT) to provide consultant engineering services to the DEPARTMENT.

The DEPARTMENT proposes a transportation improvement PROJECT described as follows:

The roadway reconditioning of S. North Cape Road (CTH J) consisting of grading, pulverizing, asphalt paving, box culvert repair, culvert installation, guardrail installation, erosion control, permanent signing, traffic control, pavement marking, restoration and all incidental items necessary to complete the work.

The DEPARTMENT deems it advisable to engage CONSULTANT to provide certain engineering services and has authority to contract for these services.

ALL SERVICES

The CONSULTANT services will be performed for the DEPARTMENT and will be completed by June 30, 2016. Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be:

- (1) For Bloom Companies, LLC, Construction Management Services, the CONSULTANT's actual cost not to exceed \$111,103.85.
- (2) For Xpertz Engineering, LLC, Construction Management Services, the SUBCONSULTANT's actual cost not to exceed \$60,150.47.

Compensation in excess of the total CONTRACT amount of \$171,254.32 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT, GENERAL PROVISIONS and SPECIAL PROVISIONS incorporated in this document.

The CONSULTANT shall subcontract a minimum of 25 percent of the total amount to one or more Disadvantaged Business firms as defined in 49 CFR Part 26. A listing of such firms is maintained by the DEPARTMENT. This requirement does not pertain to this CONTRACT if the prime CONSULTANT is a certified disadvantaged business firm.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Jeff Reedy, whose work address, e-mail address and telephone number are 10501 W. Research Drive, Suite 100, Milwaukee, WI 53226, [jreedy@bloomcos.com](mailto:jreedy@bloomcos.com), 414-292-4516.

The DEPARTMENT representative is Aziz Aleiow, whose work address; e-mail address and telephone number are 10437 Innovation Drive, Suite 500, Wauwatosa, WI 53226; Abdulaziz.Aleiow@milwaukeecountywi.gov; (414) 257-5991.

This CONTRACT incorporates and the parties agree to all of the GENERAL PROVISIONS of the August 2, 2002, TWO PARTY CONSTRUCTION ENGINEERING SERVICES BOILERPLATE, (CONSULTANT PROVIDES PROJECT ENGINEER) attached as part of this document.

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

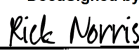
Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

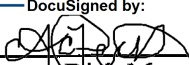
IN WITNESS WHEREOF, This Agreement executed the day and year first above written.

**FOR BLOOM COMPANIES, LLC**

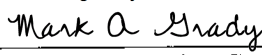
  
Vendor Binding Signature. Date

**FOR MILWAUKEE COUNTY  
WISCONSIN.**

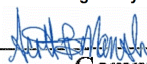
DocuSigned by:  
  
Rick Norris 6/9/2015  
AD4C64D7026E40... Community Bus. Dev. Partners Date

DocuSigned by:  
  
Risk Management 6/10/2015  
E454E70C82D27432... Date


*Approved as to Execution*

DocuSigned by:  
  
Mark A Grady 6/12/2015  
2BE87A... Corporation Counsel Date

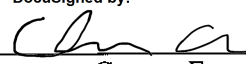
*Pursuant to 59.255(2)(3) Wisconsin Statutes*

DocuSigned by:  
  
Controller 6/15/2015  
F7354... Date

**Director, Department of Transportation**

DocuSigned by:  
  
Brian Dranzik 6/15/2015  
DC80BD388A73433... Date

*Pursuant to 59.17(2)(b)(4) Wisconsin Statutes*

DocuSigned by:  
  
County Executive 6/16/2015  
2E580B33A... Date

*Pursuant to 59.42(2)(b)(5) Wisconsin Statutes*

\_\_\_\_\_  
Corporation Counsel Date

## SPECIAL PROVISIONS

### SCOPE OF SERVICES

Section II.C. Services To Be Performed By The Consultant of the GENERAL PROVISIONS is amended to include the following:

(10) The first sentence is deleted and replaced with the following: The CONSULTANT will not be required to perform construction survey and staking for the project with the exception of that which would be necessary to verify contractor layout. The CONSULTANT shall verify contractor staking as part of the construction inspection. Verification shall be performed at approximately 20% rate or as directed by DEPARTMENT. Excavation Common, Marsh Excavation, Borrow, or any other earthmoving activity is expected to be paid at plan quantity, verification of contractor's survey, tickets or in truck measurement. The CONSULTANT is not responsible for any Right-of-Way staking prior or during construction. The CONSULTANT is also not responsible for perpetuation of existing or proposed property corners.

#### (23) CONSTRUCTION MANAGEMENT SERVICES PROVIDED BY THE CONSULTANT

##### (A). Project Engineer and Assistant Project Engineer

(1). The CONSULTANT shall provide a qualified and experienced Project Engineer and Assistant Project Engineer to perform the construction management services required under the CONTRACT for the PROJECT.

##### (B). Quality Verification and Quality Assurance

(1). The CONSULTANT shall provide a HTCP certified technician, or ACT working under a certified technician to perform the QV sampling and testing required for the PROJECT.

(2). The CONSULTANT shall provide independent assurance testing to evaluate the CONSULTANT verification and contractor's QC sampling and testing including personnel qualifications, procedures and equipment for the PROJECT, to be performed by Wisconsin Department of Transportation, Jonathan Joslin, (414) 750-1937 and coordinated by CONSULTANT.

##### (C). Computer and Field Manager Support/Administration

(1). The DEPARTMENT shall provide two (2) computers for use by the CONSULTANT required to provide sufficient construction management and record keeping based on Field Manager Software requirements. The computers shall meet the requirements of WisDOT computer systems as shown in Attachment "A". The computers will be returned to Milwaukee County upon completion of the PROJECT.

Section II.D. Services To Be Provided By The Department of the GENERAL PROVISIONS is amended to include the following:

#### (3) CONSTRUCTION MANAGEMENT SERVICES PROVIDED BY THE DEPARTMENT

(A). The DEPARTMENT shall provide one (1) Milwaukee County Construction Coordinator that will assist the CONSULTANT with utility coordination.

## PROSECUTION AND PROGRESS

Section III.A. General of the GENERAL PROVISIONS is amended to include the following:

- (13). Services under the CONTRACT shall be completed within one (1) year.
- (14). The following items shall be executed by the indicated dates if the CONSULTANT has received the Notice to Proceed by July 24, 2015:
  - Construction Start – July 27, 2015
    - Construction Complete (Substantial) – November 30, 2015
  - Construction Finals Complete- June 30, 2016

Section III.D. Subletting or Assignment of Contract of the GENERAL PROVISIONS is amended to include the following:

- (1) The CONSULTANT proposes to sublet these services to Xpertz Engineering, LLC:

Material testing, compilation of material records for finals completion and general construction inspection.

### **(a) Subconsultant Services**

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

- (I)** Consultant shall:
  - a. Be responsible for services performed by subconsultants under this Agreement.
  - b. Be compensated for the cost of subconsultants as provided under Payments. (Subconsultant compensation is included in the overall Basic Compensation Total).
- (II)** Subconsultants employed shall be engaged in conformance with the following:
  - a. 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 Form "I-1".
  - b. Within five (5) days of the above approval, subconsultant shall execute Attachment Form "L-1" binding subconsultant to the terms and conditions of this Agreement including the Audit and Inspection of Records requirements.
  - c. 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.
  - d. Approved subconsultant firms shall also complete Attachment Form "B-1" (Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule) for potential additional services to be requested at a later date.

- (III) Unless otherwise approved by the DEPARTMENT, 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.
- (IV) Fees for subconsultants shall be compensated by Owner as billed to Consultant. (There shall be no mark up for costs/fees billed by subconsultants.)

## **BASIS OF PAYMENT**

Section IV.A. General of the GENERAL PROVISIONS is amended as follows:

Sections IV.A.(2); IV.A.(4); IV.A.(5); IV.A.(11) are deleted in their entirety

Section IV.A.(12) is added as follows:

(12) The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

- a) For Construction Management Services performed by CONSULTANT the CONSULTANT's actual cost not to exceed \$111,103.85.
- b) For performing the material testing, compilation of material records for finals completion and general construction inspection on this project sublet to Xpertz Engineering, LLC the CONSULTANT's actual cost not to exceed \$60,150.47.

For all services on this contract, total compensation shall not exceed \$171,254.32 unless approved by a written CONTRACT amendment.

c) Payments

Payments to Consultant for services shall be made as follows:

Monthly invoices: The following forms shall be submitted with each invoice: "Invoice for Consulting Services", "Invoice for Additional Consulting Services Only", "Consultant Invoice Sheet for Reporting Job Status", "DBE" Utilization Report" (DBE-16 Form), and supporting documentation. 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 Miscellaneous Provisions, Audit and Inspection of Records.

### **(I) Monthly Invoices and Retainage**

The DEPARTMENT will make payments to CONSULTANT within 30 days of invoice approval on the basis of monthly billings prepared by the CONSULTANT and approved by the DEPARTMENT. 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.

## **(II) Final Payment**

Final payment shall be made after the following have been accomplished:

- a. Owner is in receipt of "Record Documents".
- b. Owner has determined that Consultant has performed the obligations under this Agreement. Final payment shall be the release of the five percent (5%) retainage, held by Owner from partial payments for performance under this Agreement.

Section IV.B. Service Orders, Extra Services, Or Decreased Services of the GENERAL PROVISIONS is amended to include the following:

### **(7) Reimbursable Expenses**

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

## **MISCELLANEOUS PROVISIONS**

Section V.E. Access to Records of the GENERAL PROVISIONS is amended to include the following:

### **(1) AUDIT AND INSPECTION OF RECORDS**

Pursuant to Milwaukee County Code of General Ordinances Section 56.30, CONSULTANT shall allow Milwaukee County or any other party the County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by the CONSULTANT, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to the County. Any subcontracting by the CONSULTANT in performing the duties described under this Agreement shall subject the subcontractor and/or associates to the same audit terms and conditions as the CONSULTANT. The CONSULTANT (or any subcontractor) shall maintain and make available to the County the aforementioned audit information for no less than three (3) years after the conclusion of this Agreement.

- (a) The CONSULTANT'S record of the Services provided under this CONTRACT will be available for inspection and copying at: Bloom Companies, LLC, 10501 W. Research Drive, Suite 100, Milwaukee, WI 53226

Section V.F. Legal Relations of the GENERAL PROVISIONS is amended to include the following:

### **(5) 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.

Section V.G. Non Discrimination in Employment of the GENERAL PROVISIONS is amended to include the following:

**(9.) EQUAL EMPLOYMENT OPPORTUNITY**

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

**a. Non-Discrimination**

- i. The Consultant shall not discriminate against an employee or applicant for employment because of race, color, national origin, age, sex, sex orientation or handicap, 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.
- ii. The CONSULTANT shall post in conspicuous places, available to employees, notices to be provided by the DEPARTMENT, setting forth provisions of non-discrimination clause.
- iii. A violation of this provision 11 shall be sufficient cause for the DEPARTMENT 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.

**b. Affirmative Action Program**

- i. 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.
- ii. In the event of dispute of compliance with these requirements, CONSULTANT shall be responsible for showing that the requirements have been met.

**c. Affirmative Action Plan**

- i. Consultant shall certify that if firm has 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, 2711 West Wells Street, 9th Floor, Milwaukee, Wisconsin 53208.

- ii. The Consultant shall require lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

d. **Non-Segregated Facilities**

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

e. **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.

f. **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)

g. **Employees**

Consultant shall certify that 33 employees are in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee, and Washington, Wisconsin) and 66 employees in total.

h. **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.

Section V.H. Federal Requirements for Disadvantaged Business Program of the GENERAL PROVISIONS is deleted in its entirety and replaced with the following:

**H. DISADVANTAGED BUSINESS ENTERPRISE (DBE)\* REQUIREMENTS**

- (1) All bidders/proposers shall comply with CFR 49, Parts 23 and 26, and Chapter 42 of the Milwaukee County Code of General Ordinances, which require all bidders/proposers to show Good Faith Efforts ("GFE") toward achieving the assigned DBE\* goal on all County contracts with a DBE goal. In accordance with County policies and USDOT requirements, the contractor/consultant shall ensure that DBEs have an opportunity to participate on this contract.
- (2) DBE Contract Goal: Contractor/consultant shall utilize DBE firms to a minimum of 25% of the total contract amount, or document the good faith efforts made to meet that goal, on

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\*The term "DBE" means small business concerns known as a Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

\* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by the State of Wisconsin UCP under CFR, 49 Part 26.

this contract. The DBE participation goal relative to contract award shall be based upon the approved *Commitment to Contract with DBE* (DBE-14) form. Contractors/consultants receiving additional work on the contract, e.g. change orders, addendums, etc., shall be expected to increase DBE participation proportionally.

(3) DURING SOLICITATION PROCESS

- a. The Milwaukee County Department of Community Business Development Partners (“CBDP”) will make the determination as to whether a contractor/consultant has made a good faith effort to achieve the assigned DBE participation goal by doing either of the following:
  - 1. 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 documenting sufficient DBE participation; or
  - 2. Documenting the GFE 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 documenting the DBE participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited, under 49 CFR, Part 26, from ignoring *bona fide* good faith efforts when making determinations on requests for waiver of the DBE goal requirement, in whole or part. Good faith effort determinations shall be made by CBDP based upon contractor/consultant showing of good faith efforts on a contract-by-contract basis.
- b. Contractor/consultant shall submit with its bid/proposal, the completed *subcontractor / subconsultant / supplier information sheet* (DBE-02) and signed and notarized *Commitment to Contract with DBE* (DBE-14) forms. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete *Certificate of Good Faith Efforts* (DBE-01) and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms.
- c. 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 DBE contract goal. Mere pro forma efforts are not GFE to meet the DBE participation contract goal. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).
- d. In the event CBDP 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. A request for administrative reconsideration must be sent within three (3) days of receiving written notice of the failure to meet the GFE requirement. The request should be sent to:

Milwaukee County  
CBDP  
633 W. Wisconsin Avenue, Suite 1006  
Milwaukee, WI 53203
- e. 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 that it will

use the listed firm(s). If awarded the contract, the contractor/consultant will enter into a contract agreement with the DBE firm(s) listed on the *Commitment to Contract with DBE* (DBE-14) form for the work and price set forth thereon. This agreement must be submitted to CDBP within seven (7) days from receipt of the *Notice to Proceed*.

- f. 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 will be counted towards the satisfaction of the assigned DBE goal. If a bidder/proposer wishes to utilize a DBE firm 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. If you need clarification or assistance related to certified DBE firms, contact CDBP at (414) 278-4747.
- g. When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request any documentation from both the contractor/consultant and any listed DBE firms. 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.

(4) FOLLOWING CONTRACT AWARD

- a. The contractor/consultant shall prepare and submit accurate and timely forms and reports on DBE utilization after contract award. These shall include, but not be limited to *DBE Utilization Report* (DBE-16) forms, and other forms as directed. Failure to submit forms and reports with requests for payment will result in denial of payment, or other sanctions deemed appropriate by the County, including those listed under Section 18.11, below.
- b. 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 the DBE firm(s), documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CDBP 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:
  1. Terminate or cancel the contract, in whole or in part;
  2. 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;
  3. 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 CDBP of less than adequate good faith efforts on the part of the contractor/consultant; and/or
  4. 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 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 and retainage otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract 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.

- c. 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), will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- d. Contractor/consultant is required to notify CBDP if its DBE contractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.
- e. Contractor/consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the contractor/consultant has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. If needed, contractor/consultant must submit a written request for substitution, including the reason for the request and the log, to its DBE contractor and forward a copy to CBDP. Approval must be obtained from CBDP prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the contractor/consultant.
- f. 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 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. The County Project Manager/Administrator will reject requests for payment that are not in compliance with this section.
- g. Final Payment Verification: The contractor/consultant shall submit the *Contract Close- Out DBE Payment Certification* (DBE-18) and the final *DBE Utilization Report* (DBE-16) along with its final request for payment. The County Project Manager/Administrator will not process the final request for payment if these required reports are not included.
- h. 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.

See Attachment "F" for all DBE forms.

Section V.M. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions of the GENERAL PROVISIONS is amended as follows:

The first sentence is deleted and replaced with the following: For purposes of this Section V.M., "proposal" means this entire contract document when signed and submitted by the CONSULTANT to the DEPARTMENT.

Section V.N. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions of the GENERAL PROVISIONS is amended as follows:

The second sentence is deleted and replaced with the following: For purposes of this Section V.N., “proposal” means this entire contract document when signed and submitted by the CONSULTANT to the DEPARTMENT.

Section V.O. Insurance Requirements of the GENERAL PROVISIONS is deleted in its entirety and replaced with the following:

**O. 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.

(1) Provide evidence of the following coverage and minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation (Waiver of Subrogation for Workers Comp by Endorsement)	Statutory
Employers Liability & Disease USL&H and All States Endorsement	\$100,000/\$500,000/\$100,000
General Liability OWNER as an Additional Insured in the general liability policy by endorsement)	\$5,000,000 Per Occurrence (name the
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 Section 7. Professional Liability for additional provisions)	
Environmental Impairment Insurance (Unless not required)	\$1,000,000 Aggregate minimum
Automobile Liability automobile policy by endorsement)	(name the OWNER as an Additional Insured in the
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.

(2) 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.

- (3) 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.
- (4) Submit certificate of insurance and endorsements for review to OWNER for each successive period of coverage for duration of this Agreement.
- (5) The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the OWNER's Risk Manager.
- (6) Required certificates and endorsements shall be part of **Attachment "E"**.
- (7) **Professional Liability - Additional Provisions**
  - a. 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.
  - b. 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.
  - c. Give immediate attention to these revisions or corrections to prevent or minimize delay to project schedule.
  - d. Be responsible to the OWNER for losses or costs to repair or remedy as a result of CONSULTANT's negligent acts, errors or omissions.
  - e. 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.
  - f. 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.
  - g. Obtain information on the professional liability coverage of subconsultants and/or sub-contractors in the same form as specified above for review by OWNER's Risk Manager.

(8) **Compliance with Governmental Requirements**

- a. Evidence satisfactory compliance for Unemployment Compensation and Social Security Reporting as required by Federal and State Laws.

Section V.Q. DEPARTMENT Procedures for handling errors as described in Section V.K. of the GENERAL PROVISIONS is amended to include the following:

(2) **Non-Reimbursable Costs and Services**

- a. 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.

- b. All costs not specifically mentioned in Attachment "C".





# Attachment A

**SPECIAL PROVISION REVISIONS FOR 2015 CONSTRUCTION ENGINEERING CONTRACTS****Field Office Computer Requirements - Revised 09/22/14****Field office minimum hardware and software requirements:**

The CONSULTANT shall be responsible to provide the field office with a desktop personal computer or laptop and printer which meet the following minimum specifications:

**Hardware requirements for FieldManager and FieldBook workstations**

- Hyper-threaded or multi-core processor, 2.1 Ghz minimum
- 4 GB RAM minimum
- 20 GB free disk space on the C:\ drive for the installation of DEPARTMENT software
- Backup storage device for the archival of the FieldManager, FIT, and MIT databases for disaster recovery purposes
- USB port(s)
- Ethernet or wireless network adapter to communicate with DEPARTMENT and Atwood Systems servers
- Printer
- Surge protector for telephone lines and power cords

**Software requirements<sup>1</sup>**

- Microsoft Windows 7 Professional 64-bit (administrator access needed for installation and configuration of DEPARTMENT software)<sup>2</sup>
- Microsoft .NET Framework, version 4.5
- Microsoft Office 2010 or 2013 (only Word and Excel are required)<sup>3</sup>
- Adobe Acrobat Professional X<sup>4</sup>
- Antivirus and spyware scanning software with up-to-date definition files to protect the workstation
- Internet Explorer 10 for FieldNet web access<sup>5</sup>
- Internet and e-mail access are required and the CONSULTANT shall provide the DEPARTMENT with the project leader's e-mail address.

The DEPARTMENT region office will provide and support the following software and devices for the duration of the CONTRACT. After the completion of the CONTRACT, the CONSULTANT is required to contact the DEPARTMENT region office to remove this software and return any DEPARTMENT issued devices:

- AASHTOWare® Project FieldManager™ or FieldBook™ (optional)<sup>6</sup>
- Field Information Tracking System
- Materials Information Tracking System (if required by the DEPARTMENT region office)
- Pantry software and forms - DEPARTMENT spreadsheets and documents for administration and record keeping
- Local Program Management Consultants will also need to have Cisco AnyConnect VPN client 3.1.0516 installed for access to Project Tracking, Materials Tracking System, FIIPS and HOD.

The CONSULTANT shall apply all software upgrades that occur during the duration of the CONTRACT.

The DEPARTMENT shall provide instructions to obtain and apply the upgrades. The CONSULTANT shall notify the DEPARTMENT region support person when the upgrades are completed.<sup>7</sup>

The CONSULTANT shall have all required software installed and functioning before delivering the computer to the DEPARTMENT region office. The computer will have no programs running resident in memory that will interfere with DEPARTMENT applications. The CONSULTANT shall make an appointment with the DEPARTMENT region office prior to delivering their computer for the installation of DEPARTMENT software. The DEPARTMENT Customer IT Support (CITS) staff member at the DEPARTMENT Region Office need administrative access to the PC for software installation and configuration purposes. The DEPARTMENT Region Office reserves the right to reject, at any time, any computer that proves to be incompatible with the DEPARTMENT supplied software.

<sup>1</sup> The CONSULTANT shall apply the latest hotfixes and security patches to the operating system and other software they provide on an ongoing basis.

<sup>2</sup> The DEPARTMENT and the DEPARTMENT software vendors do not support other operating systems.

<sup>3</sup> Documents must be saved in Office 2007 format unless the department provides 30 days advanced notice to save documents in a higher version.

<sup>4</sup> Adobe Acrobat Professional or related product is required to create electronic as-built plans that will be submitted along with a hard copy to the region office as part of the final's process.

<sup>5</sup> The DEPARTMENT and DEPARTMENT software vendors support only Internet Explorer. In some instances, Mozilla Firefox is required for the Lane Closure System (LCS). Other Internet browsers including Google Chrome, Safari, and Opera are not supported.

<sup>6</sup> The DEPARTMENT offers FieldBook, optional software that works with FieldManager to automate the inspector's task of entering daily reports. FieldBook needs to be installed on hardware that meets the above specifications.

<sup>7</sup> The DEPARTMENT reserves the right to waive the requirement that the CONSULTANT install software upgrades.

Revisions to previous requirements are highlighted.

Milwaukee County  
Department of Administrative Services  
Facilities Management Division

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE

(Used For Additional Services Only; Separate  
Schedule Required for Prime Consultant & Each Subconsultant)

Firm Name Bloom Companies, LLC ..... Principal-in-Charge Mathew P. Tharaniyl  
Wisconsin Reg. Number 31148.....  
Principal's Flat Rate: \$215.00/HR

Overhead & Profit Factor ..... 2.76  
(Include copy of audited account of overhead factor or complete Attachment B-2 of 2.)

<u>Name</u>	<u>Classification</u>	<u>Direct Salary Rate/Hour</u>
Employee No. 221	Project Manager	\$64.10
Employee No. 350	Project Engineer	\$38.17
Employee No. 319	Senior Inspector	\$38.50
Employee No. 118	Materials Technician	\$26.80
Employee No. 240	Accounting	\$31.80

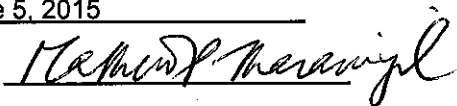
Direct Salary Rate is defined as each employee's actual and verifiable gross hourly cost of salary ("W-2" Statement Salary), exclusive of incentive bonus or other non-direct salary expenses.

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

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

The foregoing is a true and actual  
accounting of the rates of  
Bloom Companies, LLC

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

as of: June 5, 2015  
Signature:   
Title: President

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

Milwaukee County  
Department of Administrative Services  
Facilities Management Division

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

Firm Name **XPERTZ ENGINEERING** ..... Principal-in-Charge Tracy P. Gilliam  
Wisconsin Reg. Number 3689-11  
Principal's Flat Rate: \$52.88/HR

Overhead & Profit Factor ..... 2.0854  
(Include copy of audited account of overhead factor or complete Attachment B-2 of 2.)

<u>Name</u>	<u>Classification</u>	<u>Direct Salary Rate/Hour</u>
*Tracy P. Gilliam	Senior Engineer	\$30

\*Principal will lead construction activities


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

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

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

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

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

as of: June 4, 2015  
Signature:   
Title: President/Owner

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

MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES

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 Owner'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 Consultants. 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 reimburseables for review and approval by the Owner. 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 Owner (under a separate Owner 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 Consultants 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 Owner checks to coincide with dates of submittal cannot usually be done. 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 Owner on larger jobs that could benefit from competitive bidding for that service. Consult with the Milwaukee 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 Owner, Milwaukee County will reimburse that additional premium cost. Specific documentation will be requested by the Milwaukee County project manager if this expense qualifies as reimbursable.

\* \* \*

**Milwaukee County**  
**Department of Transportation, Transportation Services**

**INVOICE FOR CONSULTING SERVICES**

(Lump Sum Contract Form)

Invoice # \_\_\_\_\_

DATE \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

CONSULTANT \_\_\_\_\_

SERVICES FOR THE MONTH ENDING: \_\_\_\_\_

- 1.) BASIC SERVICES (Attach Form D-2):
  
- 2.) REIMBURSABLE EXPENSES (Attach Form D-2):  
(Attach itemization and back-up copies of all charges)
  
- 3.) ADDITIONAL SERVICES (Attach Form 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 Transportation  
Transportation Services:

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES INVOICE# \_\_\_\_\_  
 CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS PROJ. NO. \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

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.							
Sub Total							
Reimbursables (itemize)	\$			-N.A.-		-N.A.-	
Subtotal							
Additional Services (itemize) INCR. _____	\$						
Sub-Total							
Totals							



**MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES**

**INVOICE FOR ADDITIONAL CONSULTING SERVICES ONLY**

(Multiple of Direct Salary Rate Form)  
(One FORM "D-3"/Ea. Increase/Billing)

Invoice # \_\_\_\_\_

Fee Incr. # \_\_\_\_\_  
Fee Incr. Total \$ \_\_\_\_\_

DATE \_\_\_\_\_  
PROJECT TITLE \_\_\_\_\_  
PROJECT NUMBER \_\_\_\_\_  
CONSULTANT \_\_\_\_\_

SERVICES FOR THE MONTH ENDING: \_\_\_\_\_

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	_____ =	_____
_____	_____	\$ _____ X	_____ X	_____ =	_____
_____	_____	\$ _____ X	_____ X	_____ =	_____
_____	_____	\$ _____ X	_____ X	_____ =	_____

**Sub-total**

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

**Sub-total**

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

**Sub-total**

**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 Transportation  
Transportation Services:

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# Attachment E





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Diversified Insurance Solutions</b>		NAMED INSURED <b>Bloom Companies LLC</b> 10501 W. Research Drive S#100 Milwaukee, WI 53226	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

### ADDITIONAL REMARKS

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

**Description of Operations/Locations/Vehicles:  
 Job Listing:**

**S. 68th Street (CTH A)**  
**Roadway Reconditioning**  
**W. Ryan Road to House of Corrections**  
**City of Franklin**  
**Milwaukee County**  
**Project Number**  
**WH020122**

**W. Ryan Road (CTH H)**  
**Culvert Replacement**  
**East of S 112th Street**  
**City of Franklin**  
**Milwaukee County**  
**Project Number**  
**WH087012**

**Project ID# WH020152-2**  
**S. North Cape Road (CTH J), Phase 2**  
**Hi-View Drive to Scherrei Drive**  
**Milwaukee County**

Updated Auto form CAD 006 12 04 to follow for 15-16 policy term.









# Attachment F





# 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.  
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** Prime contractor/consultant shall maintain the approved DBE participation level during the term of the contract with Milwaukee County to include additional work on the contract, e.g., use of allowance, change orders, addendums, extra work, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed, or execution of the Purchase Order. By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** 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. 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. 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 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, only the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet (AIA form G703) the 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. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. Payments will be withheld from all prime contractors/consultants not in compliance.

**If you have any questions on forms or related to Milwaukee County's DBE Program, please contact  
 CBDP Compliance Team / [cbdpcompliance@milwcnty.com](mailto:cbdpcompliance@milwcnty.com) / 414.278.4747**



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT

**SUBMIT WITH EACH PAYMENT REQUEST/INVOICE**

PAYMENT/INVOICE # \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_ TELEPHONE NO. (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP CODE \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT # \_\_\_\_\_

TOTAL CONTRACT \$ AMT \_\_\_\_\_ TOTAL CONTRACT PAYMENT \$ \_\_\_\_\_ CONTRACT % COMPLETE \_\_\_\_\_

TOTAL DBE CONTRACT \$ AMT \_\_\_\_\_ TOTAL DBE PAYMENT \$ \_\_\_\_\_ DBE % COMPLETE \_\_\_\_\_

COUNTY PROJECT/CONTACT PERSON \_\_\_\_\_ TELEPHONE NO. (\_\_\_\_) \_\_\_\_\_

REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_ 20 \_\_\_\_\_ FINAL REPORT: (  ) Yes (  ) No

*List all DBE firms utilized in connection with this Project, even if not used during this reporting/billing period.*

NAME OF DBE FIRM	DBE CONTRACT \$ AMOUNT	DBE WORK/SERVICE(S) PERFORMED	AMOUNT DUE TO DBE FOR THIS PERIOD	TOTAL PAYMENTS TO DATE	REMAINING BALANCE

**Prepared by:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
(Name & Title) (Name & Title)



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

(This report must be submitted with each payment application)

1. Prime contractor's registered company name.
2. Prime contractor's business telephone number.
3. Prime contractor's business address, City, State and Zip Code for prime contractor's place of business.
4. Name/title of County Project
5. Project number as stated in the Bid Announcements and Specifications.
6. Total dollar amount of contract awarded prime contractor by Milwaukee County, Payments to Prime year to date, and % contract being completed.
7. Total DBE subcontract dollar amounts (all DBEs), Total payment made to all DBEs, and % of total prime's contract.
8. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
9. Telephone number of the above County representative.
10. The period and year for which payments are being reported.
11. The line next to Final Report is to be checked only when the final payments have been made to all DBE subcontractors.
12. The name(s) of DBE firm(s) having received payment in the preceding month or period.
13. Total dollar amount of the work subcontracted to the listed firm(s).
14. The work or service performed by the listed DBE firm(s).
15. The dollar amount of payments made to each DBE subcontractor for the period being reported.
16. The total dollar amount paid to each DBE subcontractor to date (cumulative). As an example--if the report covers the first payment to a DBE subcontractor, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subcontractor to date.
17. Remaining balance of the subcontract to the listed DBE firm(s).
18. Prime contractor's staff that actually prepared the report.
19. Prime contractor's officer or personnel authorized to review and approve the DBE Utilization Report.

THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION



COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
MILWAUKEE COUNTY

CONTRACT CLOSE-OUT  
DBE PAYMENT CERTIFICATION

Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.

County Department Issuing Contract/Project: \_\_\_\_\_

Prime Contractor/Consultant: \_\_\_\_\_

DBE Firm: \_\_\_\_\_

Project No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

*Complete Section A if full payment has been made.*

*Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County.*

**\*SECTION (A) DBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$\_\_\_\_\_ total payment for work on the above referenced Milwaukee County project or contract.

Date \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(DBE Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

**\*SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND DBE FIRM COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE FIRM AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$\_\_\_\_\_ and will pay the balance of \$\_\_\_\_\_ to \_\_\_\_\_ upon receipt of payment from Milwaukee County for work on the above referenced project or contract.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Prime Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(DBE Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES

COMPLETE LISTING OF SUBCONSULTANTS

(To Be Completed by Prime Consultant)

Date June 5, 2015

Project Title S. North Cape Road (CTH J), Phase 2, Hi-View Drive to Scherrei Drive

Project Number WH020152-2

Prime Consultant Bloom Companies, LLC

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

No.	Name of Firm, Address	Type of Service	Principal Contact
1	<u>Xpertz Engineering, LLC</u> <u>5306 N. 38<sup>th</sup> Street, Milwaukee WI, 53209</u>	<u>Engineering</u>	<u>Tracy Gilliam</u>

For Prime Consultant:  
Bloom Companies, LLC

For Milwaukee County  
Department of Transportation  
Transportation Services:

Approved (No's): \_\_\_\_\_

*Matthew P Tharamiyil*  
Signature  
MATTHEW P THARAMIYIL  
Name  
PRESIDENT  
Title

(No's): REJECTED/RESUBMIT  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title - Project Manager  
\_\_\_\_\_  
Date  
\_\_\_\_\_

MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date June 4, 2015

Project Title S. North Cape Road (CTH J), Phase 2, Hi-View Drive to Scherrei Drive

Project Number WH020152-2

Prime Consultant Bloom Companies, LLC

This is to certify that I/We:

Xpertz Engineering, LLC  
Name of Subconsultant

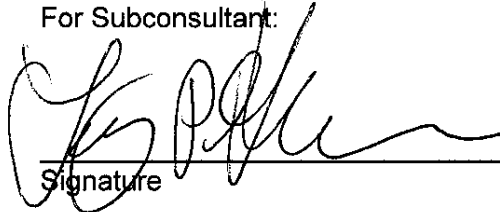
5306 North 38<sup>th</sup> Street, Milwaukee, WI, 53209  
Address

Shall provide the following Subconsulting Services to the above named Prime Consultant:

Material testing, compilation of material records for finals completion and general construction inspection.  
Type of Services

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

For Subconsultant:

  
Signature

Tracy P. Gilliam  
Name

Owner  
Title



**Bloom Companies, LLC**  
**PROFESSIONAL SERVICES ESTIMATE**  
**PROJECT TOTAL**

**Project ID:** WH020152-2  
**Highway:** S. North Cape Road (CTH J), Phase 2  
**Limits:** Hi-View Drive to W. Scherrei Drive

**LABOR COSTS**

Classification		Project Engineer		Materials Technician		Sr. Inspector		Staff Engineer		Project Manager		Accounting		TOTAL	
Hourly Wage @ 2.76		\$105.35		\$73.97		\$106.26		\$86.39		\$176.92		\$87.77			
Task	Activity Code	HRS	Dollars	HRS	Dollars	Hours	Dollars	HRS	Dollars	HRS	Dollars	HRS	Dollars	HRS	Dollars
Project Dev - Admin/Coordination	740	60	\$6,321.00					30		18	\$3,184.56	6	\$526.62	114	\$10,032.18
Project Development - Meetings	747	26	\$2,739.10					14						40	\$2,739.10
Evaluate Constr Matrix Quality	852	20	\$2,107.00	32	\$2,367.04			20						72	\$4,474.04
Evaluate Work Operation	853	374	\$39,400.90	12	\$887.64	180	\$19,126.80	271	\$23,411.69					837	\$82,827.03
Const Contract Accounting	881	60	\$6,321.00					35						95	\$6,321.00
Construction Finals Completion	826	30	\$3,160.50					70						100	\$3,160.50
<b>SUBTOTAL - LABOR</b>		<b>570</b>	<b>\$60,049.50</b>	<b>44</b>	<b>\$3,254.68</b>	<b>180</b>	<b>\$19,126.80</b>	<b>440</b>	<b>\$23,411.69</b>	<b>18</b>	<b>\$3,184.56</b>	<b>6</b>	<b>\$526.62</b>	<b>1258</b>	<b>\$109,553.85</b>

**REIMBURSABLE EXPENSES - BILLED AT ACTUAL COST**

Description	Hours	Dollars		Dollars
Field Supplies				\$500.00
Nuclear Density Gauge (\$25/Hr)				\$800.00
Laboratory Testing Services (GeoTest, Inc.) - cylinder breaks, sieve analysis, plasticity index				\$250.00
<b>SUBTOTAL - REIMBURSABLE EXPENSES</b>				<b>\$1,550.00</b>

**CONSULTANT FEES**

Description	Hours	Dollars		Dollars
Xpertz Engineering, LLC				\$60,150.47
<b>SUBTOTAL - CONSULTANT FEES</b>				<b>\$60,150.47</b>
<b>TOTAL FEE</b>				<b>\$171,254.32</b>

(BM1-3414, BG01 Cost Proposal.xls)

**Name of Firm: Xpertz Engineering, LLC**  
**Sub. Contract with Bloom Company**

**Project No. WH020152-2**  
 S. North Cape Road, Phase 2  
 Milwaukee, County

### Hours and Direct Labor

Classification		Project Manager		Engineer			
Labor-Related Rate		52.88		30.00		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars
Material Testing & Rep.	238		\$0.00	130	\$3,900.00	130	\$3,900.00
Inspection Gen. Field	272		\$0.00	635	\$19,050.00	635	\$19,050.00
Quantity Measurement	273		\$0.00	120	\$3,600.00	120	\$3,600.00
Construction Finals	274		\$0.00	40	\$1,200.00	40	\$1,200.00
Proj. Dev. Admin./Coord.	740		\$0.00		\$0.00	0	\$0.00
Public Involvement	850		\$0.00		\$0.00	0	\$0.00
Pre conference meeting			\$0.00	10	\$300.00	10	\$300.00
Project Management		15	\$793.20		\$0.00	15	\$793.20
			\$0.00		\$0.00	0	\$0.00
			\$0.00		\$0.00	0	\$0.00
<b>TOTAL:</b>		15	\$ 793.20	935	\$ 28,050.00	950	\$ 28,843.20

**Xpertz Engineering, LLC  
Sub. Contract with Bloom Company**

**Project No. WH020152-2  
S. North Cape Road, Phase 2  
Milwaukee, County**

**Total Fees**

<b>Project ID</b>	<b>WH020152-2</b>			<b>Total for Contract</b>
<b>Total Number Hours</b>	950			<b>950</b>
<b>Total Direct Labor</b>	\$28,843.20			<b>\$28,843.20</b>
<b>Total Overhead Costs</b>	\$27,372.20			<b>\$27,372.20</b>
<b>Fixed Fee / Profit</b>	\$3,935.08			<b>\$3,935.08</b>
<b>Direct Expenses</b>	\$0.00			<b>\$0.00</b>
<b>Subtotal</b>	<b>\$60,150.47</b>			<b>\$60,150.47</b>
<b>Subcontract 1</b>	\$0.00			<b>\$0.00</b>
<b>TOTAL COST</b>	<b>\$60,150.47</b>			<b>\$60,150.47</b>

Overhead Rate: 94.90%

Fixed Fee/Profit 7%

Overhead & Profit Factor (Multiplier) 2.0854

**CONSTRUCTION ENGINEERING SERVICES BOILERPLATE  
(CONSULTANT SUPPLIES PROJECT ENGINEER)**

**GENERAL PROVISIONS**

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I.D. \_\_\_\_\_

## GENERAL PROVISIONS

### I DEFINITIONS

- A. "Authorization" means the written direction from the DEPARTMENT delivered to the CONSULTANT that references this CONTRACT, the specific Services to be performed and the DEPARTMENT PROJECT ID number to which costs will be charged and directs CONSULTANT to proceed.
- B. "CONSULTANT" means the party engaged by the DEPARTMENT in this CONTRACT to provide consultant construction engineering services for the benefit of the DEPARTMENT
- C. "CONSULTANT Representative" means the qualified employee or officer of the CONSULTANT who has the duties and responsibilities of the "engineer" and "Project Engineer" as used in the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, and State of Wisconsin, Department of Transportation Construction and Materials Manual.
- D. "CONTRACT" means this Construction Engineering Services Contract (Consultant supplies Project Engineer).
- E. "Contractor" means the individual, partnership, joint ventures, corporation or agency undertaking the performance of the work designated under the terms of a construction contract identified in an Authorization as stated in the first pages of this CONTRACT.
- F. "DEPARTMENT" means the Wisconsin Department of Transportation, which is primarily responsible to the Federal Highway Administration for MANAGEMENT of construction to insure work is performed in accord with the approved plans, specifications, and estimates.
- G. "DEPARTMENT Representative" means the qualified, full-time public employee of the DEPARTMENT in responsible charge of this CONTRACT to monitor CONSULTANT compliance with its terms, conditions, and specifications, including awareness of day to day operations, involvement in decisions on changes, CONSULTANT inspection and administration, and routine visits to the project at a frequency commensurate with project magnitude and complexity.
- H. "FHWA" means the Federal Highway Administration.
- I. "Inspector" means the authorized representative of the CONSULTANT who has the duties and responsibilities of "inspector" as used in State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, and State of Wisconsin Department of Transportation Construction and Materials Manual.
- J. "Manual" means the publications of data and information produced by the DEPARTMENT for the instruction of its employees and furnished in bound or collected form to CONSULTANT.
- K. "PROJECT" means the specific section of a highway together with all appurtenances and construction to be performed thereon by the Contractor(s) in related construction contracts executed by the DEPARTMENT.
- L. "Services" means the engineering services, labor, equipment, and materials furnished by CONSULTANT in accordance with this CONTRACT.
- M. "Special Provisions" means the special directions or requirements peculiar to a PROJECT and not otherwise thoroughly or satisfactorily detailed or presented in the Specifications, and which are contained in the construction contract.
- N. "Specifications" means the Standard Specifications for Highway and Structure

Construction of the Wisconsin Department of Transportation, Edition as incorporated in the construction contract.

- O. "Work" and "work" mean all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the PROJECT, or a particular part of the PROJECT, furnished by the Contractor, or its subcontractors or suppliers.

## II. SCOPE OF SERVICES

### A. GENERAL

- (1) The Services under this CONTRACT shall consist of performing to the satisfaction of the DEPARTMENT all those construction engineering services necessary or incidental to accomplish the CONTRACT consistent with applicable professional standards.
- (2) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the Services to accomplish this CONTRACT, and shall furnish all materials, equipment, supplies and incidentals other than those designated in writing as to be furnished by the DEPARTMENT necessary to perform the Services, and check or test them prior to use for this CONTRACT.
- (3) The CONSULTANT's principal contact with the DEPARTMENT shall be through the DEPARTMENT Representative.
- (4) Since the Services under this CONTRACT are to be financed in whole or in part with federal or state funds, the Services shall comply with all applicable federal and state laws and regulations.
- (5) The FHWA may participate in all conferences and reviews.
- (6) At the request of the DEPARTMENT the CONSULTANT during the progress of the Services shall furnish information or data relating to the Services under this CONTRACT as may be required by the DEPARTMENT to enable it to carry out or to proceed with related phases of the PROJECT not covered by this CONTRACT, or which may be necessary to enable the DEPARTMENT to furnish information to the CONSULTANT upon which to proceed with further Services.
- (7) Compliance with all of the foregoing shall be within the purview of this CONTRACT and shall not constitute a basis for additional or extra compensation.

### B. CONTROL AND AUTHORITY

- (1) The DEPARTMENT Representative will be designated by the District Project Development Group Manager Engineer. (See definition of "DEPARTMENT Representative") The DEPARTMENT Representative is identified on the first pages of this CONTRACT.
- (2) The CONSULTANT Representative shall be designated by the CONSULTANT to serve as field supervisor of all CONSULTANT personnel and services performed under this CONTRACT, to act as liaison between the CONSULTANT and DEPARTMENT Representative and shall be in responsible charge, and in direct control, of all engineering services performed under this CONTRACT. (See definition of "CONSULTANT Representative") The CONSULTANT Representative is identified on the first pages of this CONTRACT.
- (3) Any orders issued by the DEPARTMENT Representative will be transmitted through the CONSULTANT Representative to the Contractor.
- (4) In the event of a controversy the CONSULTANT Representative shall first confer with the DEPARTMENT Representative and then transmit the agreed course of action to the Contractor. In the event the CONSULTANT Representatives and

DEPARTMENT Representatives cannot agree, the DEPARTMENT Representative will promptly contact the District Chief Construction Engineer of the DEPARTMENT or his or her delegate who will determine the necessary course of action. The determination will then be transmitted to the Contractor through the CONSULTANT Representative. The DEPARTMENT reserves the unilateral right to assign or augment personnel, or terminate the CONTRACT, as stated in Sections II.D.(2) and III.C.(1) below.

- (5) This CONTRACT serves as a permit under sec. 86.07 (2), Wis. Stats., for the CONSULTANT and any of its approved subcontractors to carry out the Services hereunder. CONSULTANT and any of its approved subcontractors are authorized representatives of the DEPARTMENT for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to make surveys or inspections to carry out the Services required by this CONTRACT.

**C. SERVICES TO BE PERFORMED BY THE CONSULTANT**

The CONSULTANT agrees to:

- (1) Attend conferences required to carry out the CONTRACT.
- (2) Designate a CONSULTANT Representative, with the duties and responsibilities designated in Section II. B.(2) of the CONTRACT.
- (3) Become familiar with the standard construction practices of the DEPARTMENT, the construction plans and contract(s) for the PROJECT, and the Contractor's proposed schedule of operations prior to beginning field Services under this CONTRACT.
- (4) Assign a sufficient number of technically qualified and experienced personnel to the PROJECT to perform the Services required under the CONTRACT, in a timely manner to avoid delay to the Contractor.
- (5) Notify the DEPARTMENT Representative immediately of any unanticipated PROJECT conditions.
- (6) Withdraw any personnel or halt any services no longer required, at the request of the DEPARTMENT, or within a reasonable time after the lack of need becomes apparent to the CONSULTANT.
- (7) Perform CONSULTANT field operations in accordance with OSHA regulations and accepted safety practices.
- (8) Provide for CONSULTANT personnel transportation, supplies, materials and incidentals as are needed to accomplish the Services required under the CONTRACT.
- (9) Act as Project Engineer as provided in the Specifications.
- (10) Perform construction surveys and staking, and provide measurements needed by the Contractor.
- (11) Act as Inspector as provided in the Specifications, Special Provisions, and State of Wisconsin Department of Transportation Construction and Materials Manual.
- (12) Sample or test, or both, materials to be incorporated in the work, and reject Contractor's work and materials not meeting the Specifications, Special Provisions, or State of Wisconsin Department of Transportation Construction and Materials Manual.
- (13) Make certain that test report records or certificates of compliance have been received, prior to the incorporation of materials in the work, for materials tested off

the PROJECT site.

- (14) Keep daily diaries, logs and records consistent with DEPARTMENT practice as are needed for a record of the Contractor's progress including Project Engineer's diary and Inspectors' diaries.
- (15) Measure and compute quantities of all materials incorporated in the work and items of work completed, and maintain an item record account.
- (16) Prepare and submit, such periodic, intermediate and final reports and records as may be required by the DEPARTMENT and as are applicable to the PROJECT, which may include:
  - (a) Weekly progress reports
  - (b) Weekly statement of working days
  - (c) Notice of change in construction status
  - (d) Report of field inspection of material
  - (e) Test report record
  - (f) Contractor pay estimates
  - (g) Pile driving data
  - (h) Piling record
  - (i) Final certification of materials
  - (j) Explanation of quantity variation
  - (k) Statement of contract time
  - (l) Intermediate and final estimates
  - (m) Contractor evaluation form
  - (n) Other records and reports as required for the individual PROJECT by the DEPARTMENT Representative
- (17) Review Contractor submittals of records and reports required by the DEPARTMENT as applicable to the PROJECT which may include:
  - (a) Weekly payroll
  - (b) Statement of wage compliance
  - (c) Requests for partial and final payment
  - (d) Other reports and records as required for the individual PROJECT by the DEPARTMENT Representative.
- (18) Collect, properly label or identify, and deliver to the DEPARTMENT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the CONSULTANT in the performance of the CONTRACT, upon completion or termination of the CONTRACT.
- (19) Return, upon completion or termination of the CONTRACT, all Specifications, Manuals, guides, written instructions, construction contracts and plans, unused forms and record keeping books, and other documents and materials furnished by the DEPARTMENT. The CONSULTANT may be responsible for replacing lost documents or materials at a fair and reasonable price. See also V.C.(1) below.
- (20) Prepare and submit a brief written critique for each individual PROJECT plan.
- (21) The CONSULTANT is responsible for providing in the field office a laptop or stand-up personal computer with minimum specifications as written in the Special Provisions.

The CONSULTANT shall have all software supplied by them as specified in



the Special Provision installed and functioning before delivering the computer to the DEPARTMENT District Office. The computer will have no programs running resident in memory that will interfere with the DEPARTMENT application. The CONSULTANT will deliver the computer to the DEPARTMENT District Office for loading of the DEPARTMENT supplied software and pick up computer once notified. The DEPARTMENT District Office reserves the right to reject, at any time, any computer that proves to be incompatible with the DEPARTMENT supplied software.

The DEPARTMENT will provide for the duration of the PROJECT software mandatory to the processing of engineering estimates and contract change orders.

The CONSULTANT agrees to indemnify the DEPARTMENT against any unauthorized use of or copying of the DEPARTMENT supplied software by employees or other representatives of the CONSULTANT. The CONSULTANT further agrees to return each copy of the DEPARTMENT's supplied software to the DEPARTMENT at the end of this CONTRACT. The CONSULTANT also agrees to certify that there has not been unauthorized use of the software while in the custody of the CONSULTANT.

- (22) Prepare and deliver one copy of the "as-built" or "record" plan to the DEPARTMENT as defined in the State of Wisconsin Department of Transportation Construction and Materials Manual.

**D. SERVICES TO BE PROVIDED BY THE DEPARTMENT**

- (1) The DEPARTMENT agrees to:
  - (a) Make available to the CONSULTANT copies of the construction contract(s) and plans, shop drawings, plan revisions, Specifications, Manuals, guides, written instructions and other information and data necessary to enable the CONSULTANT to perform the Services under this CONTRACT to the same standards required of the DEPARTMENT'S personnel.
  - (b) Provide for the use of the CONSULTANT a supply of the blank diaries, logs, record keeping books and reporting forms necessary for the CONSULTANT to perform the Services under this CONTRACT to the same standards required of the DEPARTMENT'S personnel.
  - (c) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the construction contract, for the occupancy and use of the CONSULTANT until completion of the construction work.
  - (d) Provide for laboratory testing of materials requiring off-site testing facilities, and authorize CONSULTANT to obtain test reports or certificates of compliance for such testing.
  - (e) Perform soil borings and subsurface explorations.
  - (f) Designate a DEPARTMENT Representative with the duties and responsibilities set forth in Section II. B. (1) of the CONTRACT.
  - (g) Provide, through the DEPARTMENT Representative, such assistance and guidance to the CONSULTANT as may be reasonably necessary to perform and complete the CONTRACT in conformance with standard construction engineering practices of the DEPARTMENT.
- (2) The DEPARTMENT reserves the right to assign to the PROJECT such DEPARTMENT personnel as may be needed to perform specialized work duties or

to augment the CONSULTANT'S personnel. The cost of such DEPARTMENT personnel and services will be reflected in a decrease in Services order as provided in Section IV.B.(6) of the CONTRACT if such assignment is required by the failure of the CONSULTANT to provide a sufficient, properly-qualified and experienced work force, as determined by the DEPARTMENT.

E. AGENCY COORDINATION, PUBLIC RELATIONS, AND COOPERATION

- (1) Contact and coordination with all affected local, state and federal agencies, including the FHWA; other consultants and other contractors; the general public; utilities and railroad companies shall be the responsibility of the DEPARTMENT, except as stated in the following paragraph.
- (2) Efforts shall be made by the CONSULTANT to inform and advise abutting property owners affected by PROJECT activities and to advise local authorities, police, fire and emergency services affected by PROJECT activities.
- (3) The CONSULTANT shall cooperate fully with the DEPARTMENT; and with local, state and federal agencies including the FHWA, the general public, utilities, railroad companies, and other consultants and other contractors when so directed by the DEPARTMENT. Cooperation may include attendance at conferences.

F. MEETINGS AND CONFERENCES

- (1) Conferences, as may be necessary for the discussion and review of the Services under this CONTRACT, shall be scheduled between the CONSULTANT and the DEPARTMENT. These conferences may include field review of the PROJECT.
- (2) Conferences shall be held upon the request of the CONSULTANT or the DEPARTMENT.
- (3) Conferences are in addition to those meetings which are necessary for close coordination during day-to-day progress of the work.

III. PROSECUTION AND PROGRESS

A. GENERAL

- (1) It is anticipated work under the construction contract will start on and be completed by the dates indicated on the first pages of this CONTRACT.
- (2) To the extent possible and subject to III. A. (7) below, the CONSULTANT shall complete all Services to be rendered under this CONTRACT not later than three (3) months after completion of PROJECT construction, or termination of Contractor(s)' responsibility as defined in the Specifications, whichever occurs later.
- (3) The DEPARTMENT shall be under no duty to perform under this CONTRACT unless any required Authorization is executed by the DEPARTMENT and issued to the CONSULTANT.
- (4) Written order to proceed with the Services on any construction project under this CONTRACT will be given by the DEPARTMENT to the CONSULTANT. The DEPARTMENT will not be liable for payment of any Services performed or costs incurred by the CONSULTANT prior to the written Authorization.
- (5) Services under this CONTRACT shall commence with attendance at an Operation Planning Conference by the CONSULTANT and the DEPARTMENT. Attendees shall include the CONSULTANT Representative and the DEPARTMENT Representative and such other persons as may be designated by each party to the CONTRACT. The DEPARTMENT will notify the CONSULTANT of the location, date and time and will make necessary arrangements for the conference. Topics

for discussion shall include scope of the Contractor's construction operations and anticipated schedule, required staffing by the CONSULTANT, lines of communication and authority, equipment needs, standard practices of the DEPARTMENT, and related subjects.

- (6) The CONSULTANT Representative shall attend the pre-construction conference held between the DEPARTMENT, the Contractor and involved utilities and agencies.
- (7) The CONSULTANT shall complete the Services under this CONTRACT within the time for completion specified. Time shall not be extended because of any unwarranted or avoidable delay attributable to the CONSULTANT, but may be extended by the DEPARTMENT in the event of a delay attributable to the Contractor, DEPARTMENT or its authorized representatives, or because of unavoidable delay caused by an act of God, act of war, act of government or other conditions beyond the control of the CONSULTANT, including "unavoidable delays" as defined in the Specifications. See also III. B. below.
- (8) The CONSULTANT shall notify the DEPARTMENT in writing when it has determined the Services under this CONTRACT are completed.
- (9) Unless the CONTRACT has been terminated prior to the completion of the Services, as provided in Section III. C., the CONTRACT shall not be considered fulfilled upon completion and acceptance of the Services, or upon final payment therefore, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors in the Services made by the CONSULTANT, or for the purposes of having the CONSULTANT make revisions in the Services as extra Services at the request of the DEPARTMENT.
- (10) Should the DEPARTMENT deem it necessary for the CONSULTANT to render additional services for review of contract items, conditions, claims or litigation matters after completion of the CONTRACT, the CONSULTANT agrees to cooperate and render the requested services. These services shall be paid for as extra services in the amount and manner mutually agreed upon by the DEPARTMENT and the CONSULTANT as a CONTRACT amendment.
- (11) A close-out conference shall be held upon completion of this CONTRACT to evaluate the performance of the CONSULTANT. Attendees shall include the CONSULTANT Representative and DEPARTMENT Representative, and such other persons as may be designated by each party to the CONTRACT. The DEPARTMENT will notify the CONSULTANT of the location, date and time and will make necessary arrangements for the conference. The evaluation shall consider the quality and adequacy of the CONSULTANT's Services, extent of corrections, ability to meet schedules, cooperation, substantiation of costs, documentation of claims and related subjects. The evaluation shall become a permanent part of the CONSULTANT's record kept by the DEPARTMENT.
- (12) The CONTRACT will be considered completed when the CONSULTANT is released by written notice from the DEPARTMENT.

#### B. DELAYS AND EXTENSIONS

Delays caused through no fault of the CONSULTANT may be cause for extension of time for completion of the Services. Time extensions may be granted upon proper claim and justification by the CONSULTANT. Approved time extensions may be cause for consideration of adjustments in payment by CONTRACT amendment, where warranted. See also III. A. (7) above.

### C. TERMINATION OF CONTRACT

- (1) The right is reserved by the DEPARTMENT to terminate all or part of this CONTRACT at any time upon written notice to the CONSULTANT. Notice of termination shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
- (2) In the event the CONTRACT is terminated by the DEPARTMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for the Services rendered on the basis of the CONSULTANT's actual costs based on DEPARTMENT audit plus a portion of the Fixed Fee, as determined by mutual agreement between the DEPARTMENT and the CONSULTANT as a CONTRACT amendment.
- (3) In the event the Services of the CONSULTANT are terminated by the DEPARTMENT for fault on the part of the CONSULTANT, the CONSULTANT shall be paid the reasonable value of the Services rendered and delivered to the DEPARTMENT up to the time of termination. The value of the work performed and Services rendered and delivered will be determined by the DEPARTMENT.
- (4) In the event of the death of any member or partner of the CONSULTANT'S firm, the surviving members shall complete the Services, unless otherwise mutually agreed upon by the DEPARTMENT and the survivors, in which case the CONSULTANT shall be paid as set forth in Section III.C.(2) above.

### D. SUBLETTING OR ASSIGNMENT OF CONTRACT

- (1) The CONSULTANT shall not sublet or assign all or any part of the Services under this CONTRACT without the prior written approval of the DEPARTMENT. Consent to assign, sublet or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the CONTRACT.
- (2) All the applicable terms of this CONTRACT remain in force and are a condition to any Services approved to be sublet or assigned.

## IV. BASIS OF PAYMENT

### A. GENERAL

- (1) Compensation for services provided by the CONSULTANT under terms of the CONTRACT shall be as stated on the first pages of this CONTRACT.
- (2) Reimbursement for costs will be limited to those which are allowable under applicable federal acquisition regulations and the DEPARTMENT's Facilities Development Manual.
- (3) The payment by the DEPARTMENT for the completed and approved Services rendered under this CONTRACT is intended as full compensation for work performed or services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the work.
- (4) The CONSULTANT shall submit invoices, on the form or format similar to that specified in the DEPARTMENT Facilities Development Manual, not more often than once per month during the progress of the Services, for partial payment on account, for the authorized Services completed to date. The Final invoice shall be submitted to the DEPARTMENT within three months of completion of Services under this CONTRACT.
- (5) The CONTRACT is subject to S.16.528 Wisconsin Statutes, Interest on Late Payments.

- (6) Should this CONTRACT contain more than one PROJECT a separate invoice and a separate final statement shall be submitted for each individual PROJECT.
- (7) No payment shall be construed as DEPARTMENT acceptance of unsatisfactory or defective services or improper materials. Final payment of any balance due the CONSULTANT will be made within 30 days after its verification by the DEPARTMENT, upon completion of the Services under the CONTRACT and its acceptance by the DEPARTMENT, and upon receipt of the survey notes, records, reports, final estimates, as-built plans, Specifications, Manuals, guides, construction contracts and plans, and other documents required to be returned or to be furnished under this CONTRACT.
- (8) The DEPARTMENT has the equitable right to set off against any sum due and payable to CONSULTANT under this CONTRACT, any amount the DEPARTMENT determines the CONSULTANT owes the DEPARTMENT, whether arising under this CONTRACT or under any other CONTRACT or otherwise.
- (9) All documents and evidence pertaining to costs incurred under this CONTRACT will be available for inspection during normal business hours in the CONSULTANT'S office for a period of three (3) years following final CONTRACT payment.
- (10) The CONSULTANT shall pay subcontractors within ten (10) business days of receipt of a payment from the DEPARTMENT for services performed within the scope of this contract.
- (11) The CONSULTANT and subconsultants shall submit a Consultant Financial Report using the format prescribed in the MANUAL within five (5) months of the CONSULTANT'S fiscal year end for each year in which the CONSULTANT or subconsultant is paid under the contract on the basis of actual cost.

**B. SERVICE ORDERS, EXTRA SERVICES, OR DECREASED SERVICES**

- (1) Written orders regarding the Services may be given by the DEPARTMENT. Properly approved written orders that change the scope of Services in this CONTRACT, or increase or decrease the quantity of labor or materials or the expense of the Services, shall not annul or void this CONTRACT.
- (2) The CONSULTANT must proceed with the Services as directed by furnishing the necessary labor, equipment, materials and professional services to complete the Services within the time limits specified in the Service order schedules or as adjusted by written agreement of the parties.
- (3) If in the CONSULTANT'S opinion the orders involve Services not included in the terms or scope of this CONTRACT or would require the discarding or redoing of Services which were based upon earlier direction or approvals, the CONSULTANT must notify the DEPARTMENT in writing of its opinion if it desires extra compensation.
- (4) Such notification shall include the justification for the claim for extra compensation and the amount of additional fee requested.
- (5) The DEPARTMENT will review the CONSULTANT'S submittal and, if acceptable, approve a change order as an amendment to this CONTRACT. Services under a change order shall not proceed until so authorized by the DEPARTMENT by written CONTRACT amendment.
- (6) If the DEPARTMENT orders a decrease in CONSULTANT Services, as provided in Section II.D.(2) of the CONTRACT, the cost of the DEPARTMENT personnel and services will be shown in the order and the order will also direct an

appropriate pro rata reduction, in the Fixed Fee and other CONTRACT amounts.

V. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION ENGINEERING STANDARDS

- (1) All Services under the CONTRACT shall be performed in accordance with the current standard practices of the DEPARTMENT as contained in the Specifications, Special Provisions, Manuals, guides and written instructions of the DEPARTMENT and shall be consistent with generally accepted professional practice.
- (2) No variation will be permitted except by written order of the DEPARTMENT.

B. REVISION OF SPECIFICATIONS AND PLANS

- (1) The DEPARTMENT may, by written notice and without invalidating this CONTRACT, require changes in the Specifications, construction contract plans or Special Provisions resulting in the revision or abandonment of Services already performed by the CONSULTANT or resulting in Services by the CONSULTANT not contemplated in the CONTRACT and for which full compensation is not provided in the CONTRACT.
- (2) Claims by the CONSULTANT for compensation for Services resulting from these revisions shall be submitted and processed in accordance with Section IV.B. above.

C. OWNERSHIP OF DOCUMENTS

All materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product or other information of any type created by CONSULTANT under this CONTRACT are works created for hire and are the property of the DEPARTMENT. All project documents provided to the CONSULTANT by the DEPARTMENT or by any third party which pertains to this CONTRACT are property of the DEPARTMENT.

Upon demand by the DEPARTMENT, all project documents shall be delivered to the DEPARTMENT within 10 business days. Failure to timely provide any project documents upon demand shall be cause for termination of this contract.

Upon completion or termination by the DEPARTMENT, all project documents shall be delivered to the DEPARTMENT. Project documents may be used without restriction by the DEPARTMENT for any purpose. Any such use shall be without compensation or liability to the CONSULTANT. The DEPARTMENT has all rights to copyright or otherwise protect the project documents which are the property of the DEPARTMENT.

D. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that the CONSULTANT has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty the DEPARTMENT shall have the right to terminate this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

E. ACCESS TO RECORDS

- (1) The CONSULTANT and subcontractors to the CONSULTANT if any, agree to

maintain for inspection by the DEPARTMENT and the FHWA all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this CONTRACT and to make such materials available at their respective offices at all reasonable times during the life of the CONTRACT and for three (3) years from the date of final payment under the CONTRACT, and to furnish copies thereof if requested.

- (2) If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the requestor.

#### F. LEGAL RELATIONS

- (1) The CONSULTANT shall become familiar with, and shall at all times observe and comply with, all applicable federal, state and local laws, ordinances and regulations in effect at the time the Services are performed.
- (2) In carrying out the provisions of this CONTRACT or in exercising any power or authority granted to the DEPARTMENT or FHWA there shall be no personal liability upon the authorized representatives of the DEPARTMENT and the FHWA, it being understood that in such matters they act as agents and representatives of those agencies.
- (3) The CONSULTANT shall be responsible for any and all damages to property or persons arising out of a negligent act, error and/or omission in the CONSULTANT'S performance of the Services under this CONTRACT.
- (4) The CONSULTANT shall indemnify, and save harmless, the DEPARTMENT and the FHWA and all of their officers, agents and employees on account of any damages to persons or property resulting from negligence of the CONSULTANT in connection with performance and completion of the Services covered by the CONTRACT or for noncompliance with any applicable federal, state or local laws.

#### G. NONDISCRIMINATION IN EMPLOYMENT

- (1) During the performance of this CONTRACT, the CONSULTANT for itself, its assignees and successors in interest agrees as follows: In connection with the performance of Services under this CONTRACT, the CONSULTANT agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin State Statute 51.01(5), sexual orientation as defined in Wisconsin State Statute 111.32(13m) or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the CONSULTANT further agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT, setting forth the provisions of the nondiscrimination clause.
- (2) The following statutory definition shall be used for the purpose of interpreting and administering this contract. "Developmental disability" means a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition closely related to mental retardation or requiring treatment similar to that required for the mentally retarded, which disability has originated before the individual has attained 18 years of age, has continued or can be expected to continue indefinitely and constitutes a substantial handicap to the afflicted individual.

- (3) The CONSULTANT will comply with the Regulations of the State of Wisconsin and the DEPARTMENT relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 26, hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this CONTRACT.
- (4) The CONSULTANT with regard to the Services performed by it after award and prior to completion of this CONTRACT, will not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the CONTRACT covers a program set forth in Appendix B of the REGULATIONS.
- (5) In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for activities to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the REGULATIONS relative to nondiscrimination on grounds of sex, race, color or national origin.
- (6) The CONSULTANT will provide all information and reports required by the REGULATIONS, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is not available, the CONSULTANT shall so certify to the DEPARTMENT and shall set forth what efforts it has made to obtain the information.
- (7) In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this CONTRACT, the DEPARTMENT shall impose such CONTRACT sanctions as it may determine to be appropriate including, but not limited to:
  - (a) Withholding of payments to the CONSULTANT under the CONTRACT until the CONSULTANT complies, or



(b) Cancellation, termination or suspension of the CONTRACT in whole or in part; or both.

- (8) The CONSULTANT will include the provisions for nondiscrimination in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulation, order, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the State and, in addition, the CONSULTANT may request the FHWA to enter into such litigation to protect the interests of the United States.

H. FEDERAL REQUIREMENTS FOR DISADVANTAGED BUSINESS PROGRAM

- (1) Disadvantaged Businesses (DB) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DB requirements of 49 CFR Part 226 apply to this CONTRACT.
- (2) The CONSULTANT agrees to ensure that Disadvantaged Businesses as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this CONTRACT by the DEPARTMENT or other such remedy as the DEPARTMENT deems appropriate.

I. EQUAL EMPLOYMENT OPPORTUNITY (All Contracts Exceeding \$10,000)

During the performance of this CONTRACT, the CONSULTANT agrees as follows:

- (1) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (2) The CONSULTANT will comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- (3) The CONSULTANT will furnish all information and reports required by Executive Order 11246 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the DEPARTMENT, FHWA, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.
- (4) The CONSULTANT will include the provisions of this Section entitled "Equal Employment Opportunity" in every subcontract in excess of \$10,000.

J. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (All Contracts Exceeding \$100,000)

- (1) The CONSULTANT stipulates that any facility to be utilized in the performance of

this CONTRACT, unless such CONTRACT is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15), is not listed, on the date of CONTRACT award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.

- (2) The CONSULTANT agrees to comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (3) The CONSULTANT shall promptly notify the DEPARTMENT and the U.S. EPA Assistant Administrator for Enforcement of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for this CONTRACT is under consideration to be listed on the EPA List of Violating Facilities.
- (4) The CONSULTANT agrees to include or cause to be included the requirements of the preceding three paragraphs (1), (2), (3), in every nonexempt subcontract.

**K. ERRORS AND OMISSIONS**

- (1) The CONSULTANT shall be responsible for the accuracy of the Services performed by the CONSULTANT under the CONTRACT, and shall promptly make necessary revisions or corrections to its Services resulting from its negligent acts, its errors or its omissions without additional compensation.
- (2) The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
- (3) The CONSULTANT shall be responsible to the DEPARTMENT for any losses to or costs to repair or remedy construction as a result of CONSULTANT's negligent acts, errors, or omissions.

**L. CONFLICT OF INTEREST**

- (1) The CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the Services under this CONTRACT, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.
- (2) The CONSULTANT warrants that it will not employ for any Services included under the provisions of this CONTRACT any person who is employed by the DEPARTMENT at the time of execution or during the life of this contract without prior written approval from the DEPARTMENT.
- (3) The CONSULTANT warrants that it will immediately notify the DEPARTMENT if an actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a DEPARTMENTAL review and written approval is required for the CONSULTANT to continue to perform work under this CONTRACT.

**M. CERTIFICATION REGARDING DEPARTMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

For purposes of this Section V.M., "proposal" means this entire CONTRACT document when signed and submitted by CONSULTANT to the DEPARTMENT before execution by the Governor.

(1) Instructions for Certification

- (a) By signing and submitting this proposal, the CONSULTANT is providing the certification set out in b. below.
- (b) The inability of CONSULTANT to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The CONSULTANT shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT'S determination whether to enter into this transaction. However, failure of the CONSULTANT to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (c) The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT determined to enter into this transaction. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the DEPARTMENT may terminate this transaction for cause or default.
- (d) The CONSULTANT shall provide immediate written notice to the DEPARTMENT if at any time the CONSULTANT learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (e) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT for assistance in obtaining a copy of those REGULATIONS.
- (f) The CONSULTANT agrees (by submitting this proposal that, should this CONTRACT be entered into), it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT.
- (g) The CONSULTANT further agrees by submitting this proposal that it will include the provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," which is included at V.N. below, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (h) The CONSULTANT may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A CONSULTANT may decide the method and frequency by which it determines the eligibility of its principals. Each CONSULTANT may, but is not required to, check the DEPARTMENT Disapproval List (Telephone # 608/266-1631).
- (i) Nothing contained in the foregoing shall be construed to require

establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (j) Except for transactions authorized by the DEPARTMENT under section V.M.(1)(f) above, if a CONSULTANT in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this transaction for cause or default.

(2) Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (a) The CONSULTANT certifies to the best of its knowledge and belief, that it and its principals:

- [1] Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- [2] Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- [3] Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in section V.M.(2)(a)[2] above; and
- [4] Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

- (b) Where the CONSULTANT is unable to certify to any of the statements in this certification, such CONSULTANT shall attach an explanation to this proposal.

N. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants. For purposes of this Section V.N., "proposal" means this entire CONTRACT document when signed and submitted by CONSULTANT to the DEPARTMENT before execution by the Governor.

(1) Instructions for Certification

- (a) By signing and submitting this proposal, the CONSULTANT is certifying that the prospective lower tier participant is providing the certification set out below.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may pursue available remedies, including

suspension or debarment.

- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - (d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," and "voluntarily excluded," as used in this provision, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those REGULATIONS.
  - (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT.
  - (f) The prospective lower tier participant further agrees by submitting this proposal that it will include this provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - (g) The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the DEPARTMENT Disapproval List.
  - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (i) Except for transactions authorized under section V.N.(1)(e) above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DEPARTMENT may pursue available remedies, including suspension or debarment.
- (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- (a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## O. INSURANCE REQUIREMENTS

- (1) The CONSULTANT shall maintain the following types and limits of commercial insurance in force until such time as all work under or incidentals to the contract have been completed.

### Type of Insurance

### Minimum Limits required \*

(a) Commercial General Liability Insurance; shall be endorsed to include completed operations and blanket contractual liability coverage.

\$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than \$2 Million.

(b) Worker's Compensation and Employer's Liability Insurance

Worker's Compensation: Statutory Limits

Employer's Liability:

Bodily Injury by Accident -  
\$100,000 Each Accident

Bodily Injury by Disease  
\$500,000 Each Accident  
\$100,000 Each Employee

(c) Commercial Automobile Liability Insurance; shall cover all CONSULTANT owned, non-owned and hired vehicles used in carrying out the contract.

\$1 Million - Combined Single Limits per occurrence

(d) Architect's and Engineers Errors and Omissions Insurance \*\*

\$1 Million - Each Claim, may be subject to an Annual Aggregate Limit of \$1 Million

\* *These requirements may be satisfied either through primary insurance coverage or through excess/umbrella insurance policies.*

\*\* *This insurance requirement applies only to engineering services and is waived for non-engineering services. Engineering services are defined as project management, construction management and inspection, feasibility studies, preliminary engineering, design engineering, surveying mapping and architectural related services.*

- (2) An Insurance Certificate, (or Certificates) showing the CONSULTANT is covered by the above required types and amounts of insurance shall be furnished to the DEPARTMENT prior to the performance of any services under this CONTRACT.
- (3) A 60 day notice of cancellation or change in coverage will be required. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of A - or better. The DEPARTMENT reserves the right to require other coverage and limits as described in the special provisions of this CONTRACT.
- (4) The above insurance requirements shall apply with equal force whether the work under this CONTRACT is performed by the CONSULTANT, a subcontractor of the CONSULTANT, or by any entity employed directly or indirectly by either party.
- (5) Any exceptions to the above insurance requirements requires approval from the Statewide Consulting Engineer. The approval must be reflected in the special provisions of the CONTRACT.

## P. CERTIFICATION REGARDING LOBBYING

CONSULTANT certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit **standard form-LOLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.
- (3) The CONSULTANT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Q. DEPARTMENTAL PROCEDURES FOR HANDLING ERRORS AS DESCRIBED IN SECTION V. K.

- (1) The DEPARTMENT may recover those additional costs incurred by the DEPARTMENT and FHWA as the result of errors determined to be the responsibility of CONSULTANT as described in Section V. K.

Each CONSULTANT error and the facts about the error will be reviewed by the DEPARTMENT to establish responsibility for additional costs incurred as a result of a particular CONSULTANT error in accordance with the MANUAL.

- (2) When the DEPARTMENT pursues reimbursement, the CONSULTANT will be notified of the decision and options for repayment. The DEPARTMENT's options listed in priority order are:
  - a. Repayment in full.
  - b. Deductions from other payments due and payable to the CONSULTANT by equitable right of set off.
  - c. Legal action by the DEPARTMENT to collect the costs, if the CONSULTANT has no other agreements with the DEPARTMENT or no payments due and payable, and refuses repayment in full.
  - d. Any combination of the above.

R. PREVAILING WAGE RATES

CONSULTANT is advised that sec. 103.50, Wis. Stats, the Wisconsin prevailing wage rate law, does not apply to any laborers or mechanics in the employ of CONSULTANT because CONSULTANT's Services under this CONTRACT are not based on bids as provided in sec. 84.06(2), Stats.

CONSULTANT is advised that the Federal government has independent authority to interpret the Davis-Bacon Act, 40 U.S.C. 276a. The Davis-Bacon Act may apply when the United States is a participating party to this CONTRACT for purposes of reimbursing the DEPARTMENT for portions of the expenditures made by the DEPARTMENT. It is the opinion of the DEPARTMENT that the Davis-Bacon Act does not apply to any laborers or mechanics in the employ of CONSULTANT because this CONTRACT is not advertised for the actual construction, alteration or repair of a public work and the function is not part of the construction contract.





# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: \_WH020152-2\_ PROJECT TITLE: S. North Cape Road (CTH J), Phase 2, Hi-View Drive to Scherrei Drive

TOTAL CONTRACT AMOUNT \$ 171,254.32 DBE Goal: 25% combined

Name & Address of DBE <sup>(*)</sup>	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
Xpertz Engineering, LLC 5306 North 38 <sup>th</sup> Street Milwaukee, WI 53209	Material testing, material records for finals completion and construction inspection	\$60,150.47	35.12%

(\* Separate commitment form must be completed for each DBE firm)

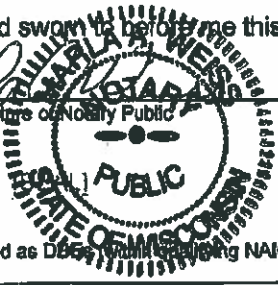
### Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed 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. Our firm Bloom Companies, LLC (Phone No. 414-771-3390), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CDBP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

[Signature] MATHEW P THARANAYIL PRESIDENT 06/05/2015  
Signature of Authorized Representative Name & Title of Authorized Representative Date

Subscribed and sworn to before me this 5<sup>th</sup> day of June, 2015

[Signature] State of Wisconsin. My Commission expires 12/12/2017  
Signature of Notary Public



\* Only firms certified as DBEs (with NAICS codes) by the State of Wisconsin UCP prior to bid/proposal opening will be credited on this contract

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

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of 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 Bloom Companies, LLC
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CDBP.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

[Signature] Tracy P. Gillian owner 6/4/15  
Signature of Authorized DBE Representative Name & Title of Authorized DBE Representative Date

### FOR CDBP USE ONLY

Commitment number      of      Project Total: (A)      (V) \$      Total %     

Verified with:      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.  
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** Prime contractor/consultant shall maintain the approved DBE participation level during the term of the contract with Milwaukee County to include additional work on the contract, e.g., use of allowance, change orders, addendums, extra work, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed, or execution of the Purchase Order. By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** 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. 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. 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 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, only the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet (AIA form G703) the 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. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. Payments will be withheld from all prime contractors/consultants not in compliance.

**If you have any questions on forms or related to Milwaukee County's DBE Program, please contact  
CBDP Compliance Team / [cbdpcompliance@milwcnty.com](mailto:cbdpcompliance@milwcnty.com) / 414.278.4747**



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
MILWAUKEE COUNTY**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT**

*SUBMIT WITH EACH PAYMENT REQUEST/INVOICE* PAYMENT/INVOICE # \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_ TELEPHONE NO. (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP CODE \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT # \_\_\_\_\_

TOTAL CONTRACT \$ AMT \_\_\_\_\_ TOTAL CONTRACT PAYMENT \$ \_\_\_\_\_ CONTRACT % COMPLETE \_\_\_\_\_

TOTAL DBE CONTRACT \$ AMT \_\_\_\_\_ TOTAL DBE PAYMENT \$ \_\_\_\_\_ DBE % COMPLETE \_\_\_\_\_

COUNTY PROJECT/CONTACT PERSON \_\_\_\_\_ TELEPHONE NO. (\_\_\_\_) \_\_\_\_\_

REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_ 20 \_\_\_\_\_ FINAL REPORT: ( ) Yes ( ) No

*List all DBE firms utilized in connection with this Project, even if not used during this reporting/billing period.*

NAME OF DBE FIRM	DBE CONTRACT \$ AMOUNT	DBE WORK/SERVICE(S) PERFORMED	AMOUNT DUE TO DBE FOR THIS PERIOD	TOTAL PAYMENTS TO DATE	REMAINING BALANCE

**Prepared by:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
 (Name & Title) (Name & Title)



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

### DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT (This report must be submitted with each payment application)

1. Prime contractor's registered company name.
2. Prime contractor's business telephone number.
3. Prime contractor's business address, City, State and Zip Code for prime contractor's place of business.
4. Name/title of County Project
5. Project number as stated in the Bid Announcements and Specifications.
6. Total dollar amount of contract awarded prime contractor by Milwaukee County, Payments to Prime year to date, and % contract being completed.
7. Total DBE subcontract dollar amounts (all DBEs), Total payment made to all DBEs, and % of total prime's contract.
8. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
9. Telephone number of the above County representative.
10. The period and year for which payments are being reported.
11. The line next to Final Report is to be checked only when the final payments have been made to all DBE subcontractors.
12. The name(s) of DBE firm(s) having received payment in the preceding month or period.
13. Total dollar amount of the work subcontracted to the listed firm(s).
14. The work or service performed by the listed DBE firm(s).
15. The dollar amount of payments made to each DBE subcontractor for the period being reported.
16. The total dollar amount paid to each DBE subcontractor to date (cumulative). As an example--if the report covers the first payment to a DBE subcontractor, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subcontractor to date.
17. Remaining balance of the subcontract to the listed DBE firm(s).
18. Prime contractor's staff that actually prepared the report.
19. Prime contractor's officer or personnel authorized to review and approve the DBE Utilization Report.

THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## CONTRACT CLOSE-OUT DBE PAYMENT CERTIFICATION

Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.

County Department Issuing Contract/Project: \_\_\_\_\_

Prime Contractor/Consultant: \_\_\_\_\_

DBE Firm: \_\_\_\_\_

Project No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

*Complete Section A if full payment has been made.*

*Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County.*

**\*SECTION (A) DBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$ \_\_\_\_\_ total payment for work on the above referenced Milwaukee County project or contract.

Date \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(DBE Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

**\*SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND DBE FIRM COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE FIRM AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$ \_\_\_\_\_ and will pay the balance of \$ \_\_\_\_\_ to \_\_\_\_\_ upon receipt of payment from Milwaukee County for work on the above referenced project or contract.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Prime Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(DBE Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES

COMPLETE LISTING OF SUBCONSULTANTS

(To Be Completed by Prime Consultant)

Date June 5, 2015

Project Title S. North Cape Road (CTH J), Phase 2, Hi-View Drive to Scherrei Drive

Project Number WH020152-2

Prime Consultant Bloom Companies, LLC

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

No.	Name of Firm, Address	Type of Service	Principal Contact
1	<u>Xpertz Engineering, LLC</u> <u>5306 N. 38<sup>th</sup> Street, Milwaukee WI, 53209</u>	<u>Engineering</u>	<u>Tracy Gilliam</u>

For Prime Consultant:  
Bloom Companies, LLC

For Milwaukee County  
Department of Transportation  
Transportation Services:

Approved (No's): \_\_\_\_\_

(No's): REJECTED/RESUBMIT \_\_\_\_\_

*Matthew P. Tharaniyil*  
Signature  
MATTHEW P THARANIYIL  
Name  
PRESIDENT  
Title

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title - Project Manager \_\_\_\_\_

Date \_\_\_\_\_

MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION SERVICES

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date June 4, 2015

Project Title S. North Cape Road (CTH J), Phase 2, Hi-View Drive to Scherrei Drive

Project Number WH020152-2

Prime Consultant Bloom Companies, LLC

This is to certify that I/We:

Xpertz Engineering, LLC  
Name of Subconsultant


5306 North 38<sup>th</sup> Street, Milwaukee, WI, 53209  
Address

Shall provide the following Subconsulting Services to the above named Prime Consultant:

Material testing, compilation of material records for finals completion and general construction inspection.  
Type of Services

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

For Subconsultant:

  
Signature

Tracy P. Gilliam  
Name

OWNER  
Title



Community Business Development Partners, 8th Floor City Campus

Purchase of Service	
Preliminary	X Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Department of Transportation and Public Works	120	1200

**VENDOR INFORMATION**

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
99024			X	

NAME OF VENDOR	ADDRESS
Bloom Companies, LLC	10501 W Research Drive Suite 100 Milwaukee, WI 53226

TAX I.D. NO.	EFFECTIVE DATES: begin date	end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
39-1912223	06/09/15	12/31/15	6		\$171,254.32

**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
2015	01	1200	120	1200	WHK9	W1A1	8530	WH020152			\$171,254.32

**PURPOSE OF CONTRACT**

Construction Management and Engineering Services for roadway reconditioning of S. North Cape Road (CTH J) Phase #2 consisting of grading, pulverizing, asphalt paving, culvert installation, guardrail installation, erosion control, permanent signing, traffic control, pavement marking, restoration and all incidental items necessary to compete the work.

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? Capital Project

Was Contract fully executed prior to work being performed (all signatures received)?  YES  NO

Is Vendor a certified professional service DBE?  YES  NO

Prepared By: Maureen Woyci Date: 06/09/15

Signature of County Administrator: [Signature] Date: 06/09/15

Title: Senior Capital Financial Analyst

Title: Director, Department of Transportation



## Certificate of Completion

Envelope Number: 7EA1D0C8D0E045FC9BC84FE95F9FAA7D  
 Subject: Please DocuSign this document: Bloom Contract-Phase 2-CTH J.pdf  
 Source Envelope:  
 Document Pages: 72  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled

Status: Sent

Envelope Originator:  
 Maggie Rust  
 901 N 9th St  
 Ste 301  
 Milwaukee, WI 53233  
 margaret.rust@milwaukeecountywi.gov  
 IP Address: 204.194.251.5

## Record Tracking

Status: Original  
 6/9/2015 11:25:42 AM CT  
 Holder: Maggie Rust  
 margaret.rust@milwaukeecountywi.gov  
 Location: DocuSign

## Signer Events

Amy Pechacek  
 amy.pechacek@milwaukeecountywi.gov  
 Director of Risk Management  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 2/25/2014 12:36:39 PM CT  
 ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

## Signature

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Sent: 6/9/2015 11:30:10 AM CT  
 Viewed: 6/10/2015 11:32:08 AM CT  
 Signed: 6/10/2015 11:41:00 AM CT

Rick Norris  
 rick.norris@milwaukeecountywi.gov  
 CBDP Director  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

DocuSigned by:  
  
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 Using IP Address: 204.194.251.5

Sent: 6/9/2015 11:30:10 AM CT  
 Viewed: 6/9/2015 1:30:17 PM CT  
 Signed: 6/9/2015 1:31:25 PM CT

Mark A Grady  
 corpcounsilsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

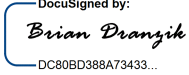
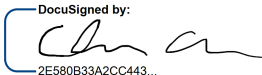
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 Using IP Address: 204.194.251.5

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 Viewed: 6/12/2015 9:55:30 AM CT  
 Signed: 6/12/2015 11:56:30 AM CT

Scott B. Manske  
 comptrollerssignature@milwcnty.com  
 Comptroller  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

DocuSigned by:  
  
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 Using IP Address: 204.194.251.5

Sent: 6/12/2015 11:56:32 AM CT  
 Viewed: 6/15/2015 12:57:48 PM CT  
 Signed: 6/15/2015 12:59:14 PM CT

Signer Events	Signature	Timestamp
<p>Brian Dranzik  brian.dranzik@milwaukeecountywi.gov  Director of Transportation  Milwaukee County  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:  Not Offered  ID:</p>	<p>DocuSigned by:    DC80BD388A73433...  Using IP Address: 40.129.238.66</p>	<p>Sent: 6/15/2015 12:59:17 PM CT  Viewed: 6/15/2015 1:39:53 PM CT  Signed: 6/15/2015 1:40:25 PM CT</p>
<p>Chris Abele  cabele@milwcnty.com  County Executive  Milwaukee County  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:  Not Offered  ID:</p>	<p>DocuSigned by:    2E580B33A2CC443...  Using IP Address: 204.194.251.5</p>	<p>Sent: 6/15/2015 1:40:28 PM CT  Viewed: 6/16/2015 10:23:24 AM CT  Signed: 6/16/2015 10:23:40 AM CT</p>
<p>Corporation Counsel  corp counselsignature@milwcnty.com  Deputy Corporation Counsel  Milwaukee County  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:  Not Offered  ID:</p>		<p>Sent: 6/16/2015 10:23:42 AM CT</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/16/2015 10:23:43 AM CT
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Milwaukee County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [plee@milwcnty.com](mailto:plee@milwcnty.com)

**To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Wisconsin Milwaukee County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Wisconsin Milwaukee County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto: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"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
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\*\* 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.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.