

ENGINEERING SERVICES CONTRACT BETWEEN
THE MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND
COLLINS ENGINEERS, INC. (CONSULTANT)
FOR
BRIDGE, INSPECTION AND PROGRAM MANAGEMENT SERVICES
MILWAUKEE COUNTY

This is an ENGINEERING SERVICES CONTRACT between the Milwaukee County Department of Transportation (DEPARTMENT) and Collins Engineers, Inc. (CONSULTANT) to provide consultant engineering services to the DEPARTMENT.

The DEPARTMENT proposes a transportation improvement PROJECT described as follows: Milwaukee County Bridge, Inspection and Program Management Services.

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 December 31, 2020. Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be:

- (1) For Collins Engineers, Inc. the CONSULTANT's actual cost not to exceed \$76,365.71.
- (2) For Malas Engineering, LLC the SUBCONSULTANT's actual cost not to exceed \$62,920.00.

Compensation in excess of the total CONTRACT amount of \$139,285.71 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 and GENERAL PROVISIONS incorporated in this document.

The CONSULTANT shall subcontract a minimum of 17 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 Steven J. Miller whose work address, e-mail address and telephone number are 2033 W. Howard Avenue, Milwaukee, WI 53221; smiller@collinsengr.com; 414-282-6905.

The DEPARTMENT representative is Aziz Aleiow, whose work address; e-mail address and telephone number are 10320 Watertown Plank Road, 2nd Floor, Wauwatosa, WI 53226; Email: abdulaziz.aleiow@milwaukeecountywi.gov; Ph: (414) 257-5991.

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, TWO PARTY DESIGN ENGINEERING SERVICES BOILERPLATE.

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.

COLLINS ENGINEERS, INC.

DocuSigned by:
Steve Miller 12/11/2018
Vendor Binding Signature Date

FOR MILWAUKEE COUNTY WISCONSIN

DocuSigned by:
Rick Norrie 12/11/2018
Community Bus. Dev. Partners Date

DocuSigned by:
Paul Schweigel 12/17/2018
Risk Management Date

Approved as to Execution
Paul D. Kuglitsch 12/13/2018
Corporation Counsel Date

Pursuant to 59.255(2)(e) Wisconsin Statutes
[Signature] 12/11/2018
Comptroller Date

DocuSigned by:
Donna Brown-Martin, Director, Department of Transportation 12/13/2018
Director Date
Department of Transportation

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

County Executive Date

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

Corporation Counsel Date

SPECIAL PROVISIONS

SCOPE OF SERVICES

Section I. Definitions

Owner(s) means Milwaukee County

Sections II. A-K Scope of Services of the STANDARD PROVISIONS is amended to include the following:

B. DESIGN REPORTS	- N/A
C. ENVIRONMENTAL DOCUMENTATION	- N/A
D. AGENCY COORDINATION	- N/A
E. RAILROAD/UTILITY INVOLVEMENT	- N/A
F. PUBLIC INVOLVEMENT	- N/A
G. SURVEYS	- N/A
H. SOILS AND SUBSURFACE INVESTIGATIONS	- N/A
I. ROAD PLANS	- N/A
K. PLANS, SPECIFICATIONS & ESTIMATES (PS&E)	- N/A

PROSECUTION AND PROGRESS

Section III.A. General of the STANDARD PROVISIONS is amended to include Section III.A.(8), (9) and (10) as follows:

- (8). Services under the CONTRACT shall be completed within two (2) years.
- (9). The CONTRACT shall be based on a successful scoping process by the DEPARTMENT to be completed in February 2019.
- (10). The following items shall be executed by the indicated dates if the CONSULTANT has received the Notice to Proceed by February 11, 2019 or once the last signer signs this contract, whichever occurs later:
 - Bridge Inspections-As required by Inspection Due Dates
 - Monotube Signal Structure Inspections-As required by Inspection Due Dates
 - Program Management Services-As required within existing budget
 - Municipal QA/QC Services As required

Section III.D. Subletting Or Assignment Of Contract of the STANDARD PROVISIONS is amended to include Section III.D.(6) as follows:

- (6). The CONSULTANT proposes to sublet these services: to Malas Engineering, LLC.
 - Bridge Inspection support
 - Inspection Program Management support, and
 - On-Call Structural Engineering Services support
 - Municipal QA/QC Services

(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 "J-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 STANDARD PROVISIONS is amended to delete Sections IV.A.(2), IV.A.(4) and IV.A.(11) in their entirety and include Section IV.A.(12) as follows:

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

- (a) For Bridge Inspection Services, on a cost plus fixed fee basis, up to an amount not to exceed \$24,341.13
- (b) For Monotube Signal Structure Inspections, on a cost plus fixed fee basis, up to an amount not to exceed \$3,874.83
- (c) For Program Management Services, on a cost plus fixed fee basis, up to an amount not to exceed \$34,496.75
- (d) For Municipal QA/QC Services on a cost plus fixed fee basis, up to an amount not to exceed \$13,653.01
- (e) Sublet to Malas Engineering, LLC for assistance with Bridge Inspection, Inspection Program Management, and Municipal QA/QC Services on a cost plus fixed fee basis, up to an amount not to exceed \$62,920.00

Invoices will include progress report describing work done during the invoice period, as well as upcoming expected work. Progress report will also include original budgeted amount, budget expended and amount remaining for each of the services noted above.

- a) For all services on this contract, total compensation shall not exceed Sublet to Malas Engineering, LLC for assistance with Bridge Inspection, Inspection Program Management, and On-Call Structural Engineering Services on a cost plus fixed fee basis, up to an amount not to exceed \$139,285.71 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", "Consultant Invoice Sheet for Reporting Job Status", "Invoice for Additional Consulting Services Only", (i.e. staffing report, time records, invoices, etc).

(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:

Owner is in receipt of "Record Documents".

- a. 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 Service Or Decreased Services of the STANDARD PROVISIONS is amended to include Section IV.B.(8) as follows:

- (8) Reimbursable Expenses

See **Attachment "C"** for specific description of reimbursable expenses.

MISCELLANEOUS PROVISIONS

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

AUDIT AND INSPECTION OF RECORDS

COUNTY RIGHTS OF ACCESS AND AUDIT

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

The authorized representative of the DEPARTMENT and of other governmental agencies to whom Owner may be responsive shall have access for the purpose of making audits, examinations, excerpts, and transcriptions of books, documents, papers, accounting records, time sheets, and other evidence pertaining to costs incurred and relating to Consultant's performance under this Agreement. Such materials shall be available at reasonable times during the Agreement period and for a period of three (3) years from the date of final payment under this Agreement.

(a) The CONSULTANT'S record of the Services provided under this CONTRACT will be available for inspection and copying at: Collins Engineers, Inc., 2033 West Howard Avenue Milwaukee WI 53221

Section V.F. Legal Relations of the STANDARD PROVISIONS is amended to include Section V.F. (5) as follows:

(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.

Section V.G. Nondiscrimination In Employment of the STANDARD PROVISIONS is amended to include Section V.G.(9) as follows:

(9) EQUAL EMPLOYMENT OPPORTUNITY

(I) 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

1. The Consultant shall not discriminate against an employee or applicant for employment based on 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.
2. The CONSULTANT shall post in conspicuous places, available to employees, notices to be provided by the DEPARTMENT, setting forth provisions of non-discrimination clause.
3. 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.

(II) Affirmative Action Program

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

(III) Affirmative Action Plan

- a.) 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. A current plan has been filed at the Office of Federal Contract Compliance Programs and covers the year 2016.
- b.) The Consultant shall require lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

(IV) Non-Segregated Facilities

- a.) 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.

(V) Subconsultant

- a.) 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.

(VI) Reporting Requirement

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

(VII) Employees

- a.) Consultant shall certify that 32 employees are in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee, and Washington, Wisconsin) and 247 employees in total.

(VIII) Compliance

- a.) 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 STANDARD PROVISIONS is deleted in its entirety and replaced with the following:

TARGETED BUSINESS ENTERPRISE (TBE)
UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of 17%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory, MBE and WBE firms certified by the State of Wisconsin DOA and listed in the directory, SBE firms certified by Milwaukee County and listed in the Milwaukee County directory, and SBE firms that meet the SBA size standards and are listed in the SAM directory. All firms must be certified prior to the bid submission deadline. A firm certified in another state must be certified by the Wisconsin UCP or State of Wisconsin DOA prior to submission of bid.
2. **TBE Participation:** The participation goal is based upon the total dollar value of your proposal less reimbursable items. Participation must be maintained throughout the contract, including any fee increases. For either a non-certified firm or DBE proposing as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, SBE or WBE. For a TBE firm proposing as Prime the goal must be satisfied using only DBE firms and MBE, SBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by certified sub-consultants.

PROPOSAL CONSIDERATIONS

3. The County may reject your proposal if it does not include the ***Commitment to Contract with TBE (TBE-14)*** form(s), one completed for each of the firms you are including for

participation. The Prime must indicate the dollar amount of work to be provided to the sub-consultant, sign the form, and have the TBE firm sign the form in the affirmation section prior to acceptance of your proposal by the County.

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

FOLLOWING CONTRACT AWARD

7. The County reserves the right to conduct compliance reviews and request, both from you and your subs, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract terms. If you fail to take corrective action as directed, the County may take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified consultants, and refuse to accept future proposals from you for a period not to exceed three (3) years;
 - c. Withhold contract payments to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
8. You must submit copies of the executed subcontract agreement(s) for each of the sub-consultants listed on the contract. REQUESTS FOR PAYMENT WILL BE DELAYED IF NOT SUBMITTED.
9. If the TBE(s) cannot perform, or any other issues arise, you must immediately contact CBDP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written

objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE consultants are also required to notify and obtain approval from the County prior to subletting work.

10. The Prime will record payments received from the County and payments made to sub-consultants directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the invoice work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for DBE firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.

TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

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

Targeted Business Enterprise (TBE) participation goal for this RFP is 17%. To be considered, you must submit signed *Commitment to Contract with TBE* (TBE-14) forms, one for each of the TBE firms included to meet participation. TBE-14 form(s) must identify (1) the TBE firm by name and address, (2) the scope of service(s) to be provided, (3) the dollar amount and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the TBE subconsultant for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. CBDP is entitled to reject your Proposal for improperly completed forms.

CBDP may be contacted at 414-278-4851 or cbdpcpliance@milwaukeecountywi.gov for assistance in identifying TBE firms and understanding the County's TBE Program.

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

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

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

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

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

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

MILWAUKEE COUNTY
DEPARTMENT OF TRANSPORTATION

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 reimbursables 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.

MCDOT REIMBURSABLES GUIDELINES (Cont'd)

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

INVOICE FOR CONSULTING SERVICES
(Not-To-Exceed Sum Contract Form)

Invoice # _____

Date: _____

Project Title: _____

Project No. _____

Consultant: _____

Services for the Month Ending: _____

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

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

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

TOTAL THIS MONTH:

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

CURRENT PAYMENT DUE: _____

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

Approved for billing:

Approved for Milwaukee County
Department of Transportation
Transportation Services:

Consultant

Signature

Signature

Title

Date

MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION

CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS
 CONSULTANT: _____ PROJ. NO: _____
 INVOICE #: _____

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

**MILWAUKEE COUNTY
DEPARTMENT OF TRANSPORTATION**

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 No.: _____

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	_____ =	_____

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