

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

K. Singh & Associates, Inc. (CONSULTANT)

Milwaukee County Project No. WH010212
W. St. Martins Road (CTH MM) Recondition
S. North Cape Rd (CTH J) to S. Lovers Lane Rd (STH 100)
City of Franklin
Milwaukee County

This is a CONSTRUCTION ENGINEERING SERVICES CONTRACT between the Milwaukee County Department of Transportation (DEPARTMENT) and K. Singh & Associates, Inc. (CONSULTANT) to provide consultant engineering services to the DEPARTMENT.

The DEPARTMENT proposes a transportation improvement PROJECT described as follows:
The roadway reconditioning of W. St. Martins Road (CTH MM) consisting of grading, rubblizing existing pavement, asphalt paving, guardrail installation, erosion control, permanent signing, traffic control, pavement marking, restoration and all incidental items necessary to complete the work.

The DEPARTMENT proposes a transportation improvement PROJECT described as follows:
The reconstruction of 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 May 31, 2017. Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be:

- (1) For K. Singh & Associates, Inc. Construction Management Services, the CONSULTANT's actual cost not to exceed \$170,233.28.
- (2) For Graef, Inc., Construction Management Services, the SUBCONSULTANT's actual cost not to exceed \$58,786.13.

Compensation in excess of the total CONTRACT amount of \$229,019.41 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 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 Muhammad Adil whose work address, e-mail address and telephone number are 3636 N. 124th Street, Wauwatosa WI 53222, Email: madil@ksinghengineering.com, Ph: 262-821-1171.

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 GENERAL PROVISIONS of the August 2, 2002, TWO PARTY CONSTRUCTION ENGINEERING SERVICES BOILERPLATE, (CONSULTANT PROVIDES PROJECT ENGINEER) attached as part of this document. Refer to Attachment 6 provided at the end 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.

K. SINGH & ASSOCIATES, INC.

Ranjit N. Singh

Vendor Binding Signature. Date

**FOR MILWAUKEE COUNTY
WISCONSIN.**

DocuSigned by:

Rick Norris

4/12/2016

AD4C99D4023E450

Community Bus. Dev. Partners Date

DocuSigned by:

Amy Pechacek

4/13/2016

E454E46A2D2145F

Risk Management Date

Approved as to Execution

DocuSigned by:

Paul D. Englitsch

4/19/2016

2BE87A7092AE45E

Corporation Counsel Date

*Approved as to funds available per Wisconsin Statutes Section
59.255(2)(e):*

DocuSigned by:

[Signature]

4/21/2016

F7354A950B0643E

Comptroller Date

Director, Department of Transportation

DocuSigned by:

Brian Dranzik

4/21/2016

DC80BD388A73433...

Date

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

[Signature]

4/21/2016

County Executive 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:

(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.**

(C). Contaminated Soils Management

- (1). The CONSULTANT shall provide an environmental engineer that specializes in hazardous materials/contaminated soils to carry out the required management of contaminated soils for the PROJECT.**

(D). Computer and Field Manager Support/Administration

- (1). The CONSULTANT 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.**
- (2). The CONSULTANT shall purchase and install the Field Manager Software Program that will be used for managing, tracking, documenting progress and initiating contractor payments for the PROJECT. This requires special installation of the construction bid items and costs specific to the PROJECT. The Field Manager Software becomes the property of 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 Project Manager that will assist the CONSULTANT with various construction project management duties, such as the preconstruction meeting.**

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 (1) year.
- (14) The following items shall be executed by the indicated dates in the CONSULTANT has received the Notice to Proceed by May, 2016:
 - Construction Start – May, 2016
 - Construction Finals Complete – May 1, 2017

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

- (3) The CONSULTANT proposes to sublet these services to Graef, Inc.

Inspection 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 GENERAL PROVISIONS is amended as follows:

- (1) Sections IV.A.(2); IV.A.(4); IV.A.(5); IV.A.(11) are deleted in their entirety
- (2) Section IV.A.(12) is added as follows:

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 up to \$170,233.28.
- b) For performing the material testing and reporting, inspection, construction preconstruction and finals, and project development and coordination sublet to Graef, Inc., the CONSULTANT's actual cost not to exceed \$58,786.13.

For all services on this contract, total compensation shall not exceed \$229,019.41 unless approved by a written CONTRACT amendment.

- c) Payments

Payments to Consultant for services shall be made as follows:

Monthly invoices: Forms D-1 & 2 for "Basic Services Compensation" and Forms D-1, 2 and 3 for approved "Additional Services" shall be used. (See Attachment "D").

(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.

MISCELLANEOUS PROVISIONS

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

(3) AUDIT AND INSPECTION OF RECORDS

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: K. Singh & Associates, Inc., 3636 N. 124th Street, Wauwatosa, WI 53226

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

(4) Indemnity

Each party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the other party, and its agents, officers and employees, from and against all loss and expenses including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this AGREEMENT. Each party shall further indemnify the other from, and defend against, any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) Federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) sexual discrimination or harassment, (3) any personal injury (including death) received or sustained by any employee of either party, its subcontractors, agents, or invitees for any reason not covered by workers compensation, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent, or otherwise, to the extent caused by a party or its employees.

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

(a) EQUAL EMPLOYMENT OPPORTUNITY

(1) 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 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.

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, or the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Suite 902, Milwaukee, WI 53203. If a current plan has been filed, indicate where filed _____ and the year covered ____.
- 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) Subconsultants

- 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 23 employees are in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee, and Washington, Wisconsin) and 27 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 GENERAL PROVISIONS is deleted in its entirety and replaced with the following:

(a) DISADVANTAGED BUSINESS ENTERPRISE (DBE)* UTILIZATION

- (I) "The successful consultant/service provider shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE)* firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. Refer to Section (VIII) for the specific DBE participation contract goal.
- (II) The Community Business Development Partners (CBDP) Division of the Office of the County Executive is authorized to make the determination that consultant/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014PS) form; or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts (DBD-001PS form) and all relevant documentation to the CBDP office for its GFE determination within three (3) working days of notification of being the successful proposer.
- (III) The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49CFR Part 26 provides guidance regarding GFE). Also refer to Milwaukee County CBDP Provisions governing GFE attached to this document.

*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.

(IV) In the event the CBDP Division determines that the consultant/service provider has failed to meet the GFE requirements, consultant/service provider 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) calendar days of receiving written notice from the CBDP of the failure to meet the GFE requirement. The request should be sent to:

CBDP Division
633 W. Wisconsin Ave., Suite 902
Milwaukee, WI 53203

(V) Prime consultant/service provider must submit with its proposal, the Sub-consultant Information Sheet (DBD-002PS form).

(VI) The consultant/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Division. These shall include, but not be limited to, Milwaukee County DBE Utilization Plan, DBE Utilization Reports, and Sub-Consultant Information Sheet as directed. Failure to submit forms and reports as prescribed herein, will result in disqualification of proposal, delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (VII), below.

(VII) When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

- a. Terminate or cancel the contract, in whole or in part.
- b. Remove the consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
- c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP of consultant/service provider's bad faith.
- d. If the consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider as determined under Section 4, above, 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 goal. The county may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the county up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

(VIII) **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of **25% DBE** of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.

(IX) Consultant/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Consultants/Service Providers must submit a **Commitment to Subcontract to DBE Firms Form** or a **DBE Utilization Plan** in their proposal including, but not limited to, the following information (see form DBD-14PS for additional details):

- a. Name(s) of DBE(s) firm(s) being considered for utilization.
 - b. Description of services that will be provided by the DBE(s).
 - c. Percentage of the work assigned to the DBE(s). Also, include dollar amount.
- (X) For a list of certified DBEs, call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of DBEs, contact the Community Business Development Partners (CBDP) Division at (414) 278-5210.
- (XI) Prime consultant/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Division 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.
- (XII) Prime consultant/service provider is required to notify the CBDP Division if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBEs.
- (XIII) Listing a DBE on the Commitment to Subcontract to DBE Firms Form or Plan shall constitute a written representation and commitment that the prime consultant/service provider 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 prime contractor will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
- (XIV) Prime consultant/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Division at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
- (XV) DBE Utilization Reports/Payment Applications. DBE Utilization Reports (**DBD-016PS form**) must be submitted with the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
- (XVI) Final Payment Verification. The prime consultant/service provider contractor must submit the "DBE Subcontractor Payment Certification" form (**DBD-018PS form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.

The DEPARTMENT reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Division.

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:

A. 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	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employers Liability & Disease USL&H and All States Endorsement	\$100,000/\$500,000/\$100,000
General Liability	\$5,000,000 Per Occurrence (name the OWNER as an Additional Insured in the general liability policy by endorsement)
Bodily Injury & Property Damage to include personal injury, fire, legal, products and complete operations Contractual Liability and X, C & U	\$5,000,000 Aggregate
Architects & Engineers Professional Liability & Errors & Omissions	\$2,000,000 Per Occurrence
(Refer to paragraph 7.2 for additional conditions)	
Environmental Impairment Insurance	\$1,000,000 Aggregate minimum (Unless not required)
Automobile Liability	(name the OWNER as an Additional Insured in the automobile policy by endorsement)
Bodily Injury & Property Damage All Autos	\$1,000,000 Per Accident

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

(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) Required certificates and endorsements shall be part of Attachment "E".

B. Professional Liability - Additional Provisions

- (1) Provide additional information on professional liability coverage as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e., claims-made, occurrence; discovery clause conditions; and effective, retroactive, and expiration dates, to Owner's Risk Manager as requested to obtain approval of coverage as respects this section.
- (2) Be responsible for the accuracy of the Services performed under this agreement and promptly make necessary revisions or corrections to Services resulting from negligent acts, errors or omissions without additional compensation.
- (3) Give immediate attention to these revisions or corrections to prevent or minimize delay to project schedule.
- (4) Be responsible to the Owner for losses or costs to repair or remedy as a result of CONSULTANT's negligent acts, errors or omissions.
- (5) It is understood and agreed that coverage which applies to services inherent in this Agreement will be extended for two (2) years after completion of Work contemplated in this project if coverage is written on a claims-made basis.
- (6) Deviations and waivers may be requested in writing based on market conditions to Owner's Risk Manager. Approval shall be given in writing of any acceptable deviation or waiver to the Consultant prior to the Consultant effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Consultant.
- (7) 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.

C. Compliance with Governmental Requirements

- (1) 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:

(a) Non-Reimbursable Costs and Services

- (I) 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.
- (I) All costs not specifically mentioned in Attachment "C".

Milwaukee County
Department of Transportation

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE

(Used For All Billed Services; Separate
Schedule Required for Prime Consultant & Each Subconsultant)

Firm Name K. Singh & Associates, Inc. Principal-in-Charge: Pratap N. Singh
Wisconsin Reg. Number 22177
Principal's Flat Rate \$199.15/HR.

Overhead & Profit Factor (Multiplier) 2.62
(Include copy of audited account of overhead factor or complete Attachment B-2 of 2.)

Name	Classification	Direct Salary Rate/Hour
Muhammad Adil	Project Construction Leader	\$45/hour
Clifton Janssen	Assistant Project Leader	\$37.50/hour
Paul Kubicek	Project Surveyor	\$31.50/hour
Justin Flickinger	Staff Engineer	\$25.50/hour
Riley Thoss	Staff Engineer	\$24.75/hour

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 Transportation

K. Singh & Associates, Inc.

as of: _____, 2016

Date April 8, _____ 2016

Signature: _____

Signature: [Signature]

Title: _____

Title: Managing Engineer

ATTACHMENT D

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

Overhead Rate = 144.9% (Without Profit)

K. Singh & Associates, Inc.

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

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

(Accounting Practice Used)

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

Signature: _____

Date: _____

Title: _____

Milwaukee County
Department of Transportation
MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE
(Used For All Billed Services; Separate
Schedule Required for Prime Consultant & Each Subconsultant)

Firm Name GRAEF-USA, Inc. Principal-in-Charge: Burt Naumann
Wisconsin Reg. Number 1950-8
Principal's Flat Rate 175.00

Overhead & Profit Factor (Multiplier) 2.99
(Include copy of audited account of overhead factor or complete Attachment B-2 of 2.)

Name	Classification	Direct Salary Rate/Hour
<u>Tom Payne</u>	<u>T2</u>	<u>\$23.18</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

Graef, Inc.

as of: March 31, 2016

Date April 8, 2016

Signature: Burt Naumann

Signature: As Alston

Title: Senior Vice President

Title: Managing Engineer

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 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

MCDOT REIMBURSABLES GUIDELINES (Cont'd)

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

MCDOT REIMBURSABLES GUIDELINES, PAGE 3

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
(Lump Sum Contract Form)

Invoice # _____

DATE _____
PROJECT TITLE W. St. Martins Road (CTH MM) Recondition
PROJECT NUMBER WH010212
CONSULTANT K. Singh & Associates

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 Dept of Transportation:

Consultant

Signature

Signature

Title

Date

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

CONSULTANT: K. Singh & Associates

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 W. St. Martins Road (CTH MM) Recondition
 PROJECT NUMBER WH010212
 CONSULTANT K. Singh & Associates

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:

 Consultant

 Signature

 Signature

 Title

 Date

**INSURANCE
ATTACHMENT E**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2016

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

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

PRODUCER R&R Insurance Services Inc 2021 S 18th Avenue Suite 202 PO Box 914 West Bend WI 53095-0914	CONTACT NAME: Dawn Baker PHONE (A/C No. Ext): 262-338-7879 FAX (A/C. No.): 262-953-1439 E-MAIL ADDRESS: Dawn.Baker@rrins.com														
INSURED K Singh & Associates Inc 3636 N. 124th St Wauwatosa WI 53222	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Crum & Forster Specialty</td> <td></td> </tr> <tr> <td>INSURER B: West Bend Mutual Ins. Co.</td> <td style="text-align: center;">15350</td> </tr> <tr> <td>INSURER C: Accident Fund Insurance Company</td> <td style="text-align: center;">12304</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty		INSURER B: West Bend Mutual Ins. Co.	15350	INSURER C: Accident Fund Insurance Company	12304	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Crum & Forster Specialty															
INSURER B: West Bend Mutual Ins. Co.	15350														
INSURER C: Accident Fund Insurance Company	12304														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: CL163264304** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		EPK107525	3/1/2016	3/1/2017	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 10,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS		219417801	3/25/2016	3/25/2017	
	<input checked="" type="checkbox"/> HIRED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input checked="" type="checkbox"/> OCCUR		EFX105102	3/1/2016	3/1/2017	
	<input type="checkbox"/> CLAIMS-MADE					
	<input type="checkbox"/> RETENTIONS					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Pollution		EPK107525	3/1/2016	3/1/2017	Each Occurrence \$2,000,000
A	Contractors Professional		EPK107525	3/1/2016	3/1/2017	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project # WH010212. Milwaukee County is included as an additional insured on the General Liability & Auto policies per forms EN0118 (2/11) & WB2583CA (04/14) as required by written contract or agreement. A waiver of subrogation applies in favor of the additional insured on the Work Comp policy.
**** Contractors Pollution Liability as well as the Professional Liability are also included in the Excess Limit ****

CERTIFICATE HOLDER Milwaukee County 10320 W. Watertown Plank Road 2nd Floor Wauwatosa, WI 53226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Donald Hauser/DB530 <i>Donald J. Hauser</i>
--	---



CERTIFICATE OF LIABILITY INSURANCE

GRAEINC-01 SBUHR

DATE (MM/DD/YYYY)
3/31/2016

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

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

PRODUCER Johnson Insurance Madison 525 Junction Road Madison, WI 53717	CONTACT NAME: Mary Jo Nowak, AU, CIC, ARM, RPLU PHONE (A/C, No, Ext): (608) 203-3880 FAX (A/C, No): (877) 254-8586 E-MAIL ADDRESS: info@johnsonins.com
INSURED Graef-USA Inc. 125 S 84th St Ste 401 Milwaukee, WI 53214-1470	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : RLI Insurance Company 13056 INSURER B : Continental Casualty Company 20443 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X	PSB0003235	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY	PER	LOC			\$
	OTHER:					\$
A X	AUTOMOBILE LIABILITY					
	ANY AUTO		PSA0001187	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				\$
	HIRED AUTOS	NON-OWNED AUTOS				\$
A X	UMBRELLA LIAB	X OCCUR				
	EXCESS LIAB	CLAIMS-MADE	PSE0003037	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Gen Aggregate \$ 5,000,000
	DED X RETENTION \$	0				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PSW0001983	06/01/2015	06/01/2016	X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab		AEH254072949	08/12/2015	08/12/2016	Each Claim 2,000,000
B	Professional Liab		AEH254072949	08/12/2015	08/12/2016	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: W. St. Martins Road (CTH MM), Milwaukee County
 Milwaukee County Department of Transportation and KSingh & Associates, Inc. are additional insured with respect to General Liability.

CERTIFICATE HOLDER

Milwaukee County Department of Transportation
 Aziz Alelow, Milwaukee County
 10320 W. Watertown Plank Road, 2nd Floor
 Wauwatosa, WI 53226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT F



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.: WH010212 PROJECT TITLE: W. St. Martins Road (CTH MM) Recondition
 TOTAL CONTRACT AMOUNT \$ \$229,019.41 DBE Goal: 25

Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
K. Singh & Associates, Inc.	Construction Management (**DBE firm, K. Singh & Associates, Inc. is also the prime consultant on this contract)	\$170,233.28	74.3%

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

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

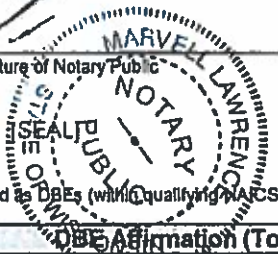
I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm K. Singh & Associates, Inc. (Phone No. 262-821-1171), or 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.

Pratap N. Singh Signature of Authorized Representative PRATAP N. SINGH, President & CEO Name & Title of Authorized Representative 4/7/2016 Date

Subscribed and sworn to before me this 07 day of April, 2016

[Signature]
Signature of Notary Public

State of Wisconsin. My Commission expires 4-21-2019



* Only firms certified as DBEs (with qualifying MDCS 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 K. Singh & Associates, Inc.
- 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.

Pratap N. Singh Signature of Authorized DBE Representative PRATAP N. SINGH, President & CEO Name & Title of Authorized DBE Representative 4/7/2016 Date

FOR CDBP USE ONLY

Commitment number 1 of 1 Project Total: (A) 25% (V) \$ 49.3% Total % 74.3%

[Signature] 4/8/16



Consultant/service provider: _____

Project Title: _____

SUBCONSULTANT INFORMATION SHEET

Pursuant to Federal Regulations, Milwaukee County is required to collect information on sub-consultants submitting quotes to prime consultants/service providers that submit proposals on Milwaukee County projects. Provide the following information on both DBE and non-DBE sub-consultants bids and/or quotes. **Submit this information with proposal.**

(#)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed
	Graef-USA, Inc.	No	125 South 84 th Street, Suite 401, Milwaukee, WI 53214-1470	1961	F	Construction Inspection

(*) Check if this sub-consultant's quote has been used in your proposal. C: \$500,000 to 1 million
 (**) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 F: More than \$15 million
 D: \$1 million to \$5 million E: \$5 million to \$15 million

NOTE: Information gathered on the background and financial status of firms is protected from disclosure.

SUBMIT WITH ALL YOUR PAYMENT APPLICATIONS

DISADVANTAGED BUSINESS ENTERPRISE

PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT*

NAME OF CONSULTANT: K. Singh & Associates, Inc.

TELEPHONE NO. (262) 821-1171

ADDRESS: 3636 N. 124th Street

CITY: Wauwatosa

STATE: WI

ZIP CODE: 53222

PROJECT TITLE: W. St. Martins Road (CTH MM) Recondition, S. North Cape Road (CTH J) to S. Lovers Lane (STH 100) PROJECT # WH010212

TOTAL CONTRACT \$ AMT 229,019.41 TOTAL CONTRACT PAYMENT YTD \$ _____ CONTRACT % COMPLETE _____

TOTAL DBE CONTRACT \$ AMT 170,233.28 TOTAL DBE PAYMENT YTD \$ _____ DBE % COMPLETE **

COUNTY PROJECT/CONTACT PERSON Mr. Aziz Alefiow TELEPHONE NO. 414-257-5991

REPORT FOR THE PERIOD FROM: May 2016 TO May 2017 FINAL REPORT: () Yes () No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF DBE FIRM	SUB-CONTRACT \$ AMOUNT	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE
K. Singh & Associates	\$170,233.28	Construction Management			

Report Prepared by: _____ Approved by: _____
(Name & Title)

*Directions for completion of report - see reverse side

**If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

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

1. Prime consultant's registered company name.
2. Prime consultant's business telephone number.
3. Prime consultant's business address.
4. City in which prime consultant firm is located.
5. State in which prime consultant is located.
6. Zip code for prime consultant's place of business.
7. Name of County Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded prime consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subcontractors to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subcontractors.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subcontractor for the period being reported.
19. 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.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : DBD Office, 633 W. Wisconsin Ave., Suite 902, Milwaukee, WI 53203

THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE DBD OFFICE AT (414) 278-5248

D-016PS FORM

Rev. 06/02

ATTACHMENTS

Summary of Staff Hours and Direct Labor Costs

K. Singh

Project Total

Project ID:

WH010212

3/31/2016

W. St. Martins Road (CTH MM) Recondition

City of Franklin

Milwaukee County

Classification	Muhammad Adil Project Construction Leader		Clifton Janssen Assistant Project Construction Leader		Justin Flickinger Project Inspector		Paul Kubicek Surveyor		Riley Thoss Nuclear Density Testing	
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Factored Hourly Wage		\$45.00		\$37.50		\$25.50		\$31.50		\$24.75
Task	Task									
Material Testing and Reporting	238	\$900.00	16	\$600.00	0	\$0.00		\$0.00	48	\$1,188.00
Inspection	272	\$48,780.00	-	\$0.00	180	\$4,590.00	48	\$1,512.00	0	\$0.00
Construction Preconstruction and Finals	826	\$3,600.00	24	\$900.00	0	\$0.00		\$0.00	0	\$0.00
Project Development and Coordination	740	\$900.00	0	\$0.00	0	\$0.00		\$0.00	0	\$0.00
TOTAL:		\$54,180.00	40	\$1,500.00	180	\$4,590.00	48	\$1,512.00	48	\$1,188.00
									84	\$2,688.00
									1312	\$54,882.00
									104	\$4,500.00
									20	\$900.00
									1520	\$62,970.00

Consultant Direct Labor Rates

K. Singh

Project ID:

WH010212

3/31/2016

W. St. Martins Road (CTH MM) Recondition

City of Franklin

Milwaukee County

Employee Name(a)	Classification(b)	Current Rate(c)	% Work at Current Rate(g)	Weighted Average Hourly Rate(i)
Muhammad Adil	Project Construction Leader	\$45.00	100.00%	\$45.00
Clifton Janssen	Assistant Project Leader	\$37.50	100.00%	\$37.50
Justin Flickinger	Inspector	\$25.50	100.00%	\$25.50
Paul Kubicek	Surveyor	\$31.50	100.00%	\$31.50
Riley Thoss	Nuclear Density Testing	\$24.75	100.00%	\$24.75

Contract Completion Date

5/31/2017

Staff Work Schedule for Construction Contracts

K. Singh

Project ID:

WH010212

W. St. Martins Road (CTH MM) Recondition

City of Franklin

Milwaukee County

Work Schedule from:

4/1/2016

to 5/31/2017

Class	Week/ Month	3/31/2016												Total Hours	Total Costs
		April	May	June	July	August	September	October	November	May-17					
Project Construction Leader	Month	-	152	176	160	184	168	168	176	20			1,204	\$54,180.00	
Assistant Project Leader	Month	-	8	-	-	-	-	-	32	-			40	\$1,500.00	
Inspector	Month	-	-	24	24	32	32	32	16	20			180	\$4,590.00	
Nuclear Density Testing	Month	-	-	-	-	-	24	24	-	-			48	\$1,188.00	
Surveyor	Month	-	-	16	4	4	4	4	16	-			48	\$1,512.00	
TOTAL:		0	160	216	188	220	228	228	240	40			1,520	\$62,970.00	

Possible Working Days
 Muhammad Hours/Day
 Cliff's Hours/Day
 Justin's Work Days

0	21	22	20	23	21	21	22	22	5	153
8	8	8	8	8	8	8	8	8	8	8
8	8	8	8	8	8	8	8	8	8	10
8	8	8	8	8	8	8	8	8	8	7

Fee Computation Summary by Engineering Task

K. Singh

Project Total

Project ID:

WH010212

3/31/2016

W. St. Martins Road (CTH MM) Recondition

City of Franklin

Milwaukee County

Task	Activity Code	Factored Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Material Testing and Reporting	238	\$2,688.00	\$3,894.91	\$470.40		\$7,053.31
Inspection	272	\$54,882.00	\$79,524.02	\$9,604.35	\$5,000.00	\$149,010.37
Construction Preconstruction and Finals	826	\$4,500.00	\$6,520.50	\$787.50		\$11,808.00
Project Development and Coordination	740	\$900.00	\$1,304.10	\$157.50		\$2,361.60
TOTAL:		\$62,970.00	\$91,243.53	\$11,019.75	\$5,000.00	\$170,233.28

Home Office Indirect Rate

144.9 %

Fixed Fee

7.00 %

Totals are rounded Fixed Fee Calculated at 150%

Direct Expenses by Item

K. Singh

Project ID:

WH010212

3/31/2016

**W. St. Martins Road (CTH MM)
Recondition**

City of Franklin

Milwaukee County

Item	Unit Amount	Unit Type	Rate	Total Expenses
Field Computers	2	Each	\$2,500.00	\$5,000.00
TOTAL:				\$5,000.00

Consultant Contract Total Fee Computation

K. Singh

WH010212

W. St. Martins Road (CTH MM) Recondition

City of Franklin

Milwaukee County

3/31/2016

Project ID	WH010212	Total for Contract
Number of Staff Hours	1520	1520
Total Direct Labor	\$62,970.00	\$62,970.00
Total Indirect Costs	\$91,243.53	\$91,243.53
Fixed Fee	\$11,019.75	\$11,019.75
Direct Expenses	\$5,000.00	\$5,000.00
Subtotal	\$170,233.28	\$170,233.28
Subcontract Subtotal	\$58,786.13	\$58,786.13
TOTAL COST	\$229,019.41	\$229,019.41

Home Office Indirect Rate 144.90 %

Fixed Fee 7.00 %
 Fixed Fee calculated using an indirect rate of 150%

One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com



collaborate / formulāte / innovāte

March 10, 2016

Mr. Pratap N. Singh, Ph.D., P.E.
President & Chief Executive Officer
KSingh & Associates, Inc.
3636 North 124th Street
Wauwatosa, WI 53223

RE: Proposal for Construction Inspection Services
Project ID: WHO10212
W. St. Martins Road (CTH MM)
S. North Cape Rd (CTH J) to S. Lovers Lane Rd (STH 100)
City of Franklin
Milwaukee County

Dear Dr. Singh,

Enclosed is our proposal to provide Construction Inspection Services for the above referenced project. The contract actual cost is \$54,940.31 plus fixed fee of \$3,845.82 for a total cost not to exceed \$58,786.13. Thank you for this opportunity to partner with you on this important project. If you should have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Robert L. Warren" followed by a long horizontal flourish.

Robert L. Warren, P.E.
Associate/Field Services Group Leader

Field Staff Work Schedule for Construction Contracts

**W. St. Martins Road (CTH MM)
S. North Cape Rd (CTH J) to S. Lovers Lane Rd (STH 100)
City of Franklin
Milwaukee County**

Project ID: WHO10212

Work Schedule from: June 15, 2016 to November 18, 2016

Class	Month	2016												Hours	Cost
		April	May	June	July	August	September	October	November	December					
Inspector		0	0	80	160	160	168	160	160	120	0			848	\$19,656.64
SUBTOTAL:		0	0	80	160	160	168	160	160	120	0			848	\$19,656.64

Class	Month	2017												Total Hours	Total Cost
		January	February	March	April	May	June	July	Hours	Cost					
Inspector		0	0	0	0	0	0	0	0	0	0	0	0	848	\$19,656.64
SUBTOTAL:		0	0	0	0	0	0	0	0	0	0	0	0	848	\$19,656.64



Consultant Individual Direct Labor Rates

**W. St. Martins Road (CTH MM)
S. North Cape Rd (CTH J) to S. Lovers Lane Rd (STH 100)
City of Franklin
Milwaukee County**

Project ID: **WH010212**

Employee Name	Classification	Current Rate	% Pay Increase	New Pay Rate	Date of Increase	% Work at Current Rate	% Work at Increased Rate	Weighted Average Hourly Rate
Tom Payne	Inspector	\$22.50	3.00%	\$23.18	04/01/16	0.00%	100.00%	\$23.18

Contract Completion Date: **November 18, 2016**



Direct Expenses by Item

**W. St. Martins Road (CTH MM)
S. North Cape Rd (CTH J) to S. Lovers Lane Rd (STH 100)
City of Franklin
Milwaukee County**

Project ID: WH010212

ITEM	Unit Amount	Unit Type	Rate	Total Expenses
Mileage (Personal Vehicles)	0	miles	\$0.540	\$0.00
	0	Total Expenses		\$0.00



Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

**W. St. Martins Road (CTH MM)
S. North Cape Rd (CTH J) to S. Lovers Lane Rd (STH 100)
City of Franklin
Milwaukee County**

Project ID: WH010212

Classification		Inspector		Total Direct Labor	
Avg. Hourly Wage	Activity Code	Hours	Dollars	Hours	Dollars
	270	848	\$19,656.64	848	\$19,656.64
Construction Engineering - Gen				0	\$0.00
TOTAL:		848	\$19,656.64	848	\$19,656.64



Fee Computation Summary by Engineering Task

PROJECT TOTAL

W. St. Martins Road (CTH MM)
 S. North Cape Rd (CTH J) to S. Lovers Lane Rd (STH 100)
 City of Franklin
 Milwaukee County

Project ID: WH010212

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Construction Engineering - Gen	270	\$19,656.64	\$35,283.67	\$3,845.82	\$0.00	\$58,786.13
TOTAL:		\$19,656.64	\$35,283.67	\$3,845.82	\$0.00	\$58,786.13

Home Office Overhead Rate: 1.79500 Fixed Fee 7.00%



Consultant Contract Total Fee Computation

**W. St. Martins Road (CTH MM)
 S. North Cape Rd (CTH J) to S. Lovers Lane Rd (STH 100)
 City of Franklin
 Milwaukee County**

Project ID: WH010212

Task	Project I.D. WH010212	Total Contract
Number of Staff Hours	848	848
Total Direct Labor	\$19,656.64	\$19,656.64
Total Indirect Cost Overhead = 179.50%	\$35,283.67	\$35,283.67
Fixed Fee 7.00%	\$3,845.82	\$3,845.82
Direct Expenses	\$0.00	\$0.00
Contract Total	\$58,786.13	\$58,786.13

Home Office Overhead Rate: 1.7950
 Fixed Fee: 7.00%



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

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE Professional Service - Operating Professional Service - Capital <input checked="" type="checkbox"/> Purchase of Service Preliminary <input checked="" type="checkbox"/> Final
--	--

DEPARTMENT NAME Department of Transportation	AGENCY NO. 120	DEPARTMENT (HIGH) ORG 1200
---	-------------------	-------------------------------

VENDOR INFORMATION

VENDOR NO. 94420	ORDER TYPE	NEW or <input checked="" type="checkbox"/>	AMEND	CONTRACT NO.
---------------------	------------	---	-------	--------------

NAME OF VENDOR K Singh & Associates, Inc.	ADDRESS 3636 N. 124th Street Wauwatosa, WI 53222
--	--

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	04/15/16 12/31/16	9		\$ 229,019.41

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
2016	01	1200	120	1200	WHH7	W1A1	8530	WH010212			\$ 229,019.41

PURPOSE OF CONTRACT

Provide construction management services required for the W. St. Martins Rd (CTH MM) Recondition, S. North Cape Rd (CTH J) to S. Lovers Lane Rd (STH 100), City of Franklin, Milwaukee County

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? _____

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

Is Vendor a certified professional service DBE? YES NO

Maureen Woyci 04/07/16
 Prepared By Date

 Signature of County Administrator 4/12/16
Date

Senior Capital Financial Analyst
 Title
 Director, Department of Transportation
 Title

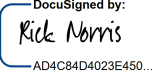
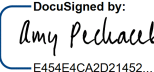
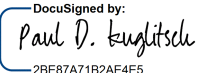
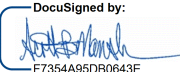
Certificate Of Completion



Envelope Id: AD00D9B621D24860ADF6B06F2C24426E	Status: Sent
Subject: Please DocuSign: MCDOT WH010212 KSINGH St Martins Rd CONTRACT.pdf	
Source Envelope:	
Document Pages: 47	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Andrea Weddle-Henning
Time Zone: (UTC-06:00) Central Time (US & Canada)	901 N 9th St
	Ste 301
	Milwaukee, WI 53233
	andrea.weddle-henning@milwaukeecountywi.gov
	IP Address: 204.194.251.5

Record Tracking

Status: Original 4/12/2016 8:23:55 AM	Holder: Andrea Weddle-Henning andrea.weddle-henning@milwaukeecountywi.gov	Location: DocuSign
--	--	--------------------

Signer Events

Signer Events	Signature	Timestamp
<p>Rick Norris rick.norris@milwaukeecountywi.gov CBDP Director Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  AD4C84D4023E450...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 4/12/2016 8:51:45 AM Viewed: 4/12/2016 9:12:24 AM Signed: 4/12/2016 9:13:21 AM</p>
<p>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 ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c</p>	<p>DocuSigned by:  E454E4CA2D21452...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 4/12/2016 9:13:22 AM Viewed: 4/13/2016 4:21:42 PM Signed: 4/13/2016 4:36:50 PM</p>
<p>Paul D. Kuglitsch corpcountersignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 4/13/2016 4:36:52 PM Resent: 4/15/2016 2:30:42 PM Resent: 4/18/2016 10:01:50 AM Viewed: 4/19/2016 9:09:14 AM Signed: 4/19/2016 9:09:41 AM</p>
<p>Scott B. Manske comptrollerssignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 4/19/2016 9:09:43 AM Viewed: 4/21/2016 8:09:18 AM Signed: 4/21/2016 8:28:41 AM</p>

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 via DocuSign ID:</p>	<p>DocuSigned by:  DC80BD388A73433...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 4/21/2016 8:28:43 AM Viewed: 4/21/2016 10:59:06 AM Signed: 4/21/2016 10:59:49 AM</p>
<p>County Executive cabele@milwcnty.com County Executive Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p></p> <p>Using IP Address: 166.175.191.237 Signed using mobile</p>	<p>Sent: 4/21/2016 10:59:51 AM Viewed: 4/21/2016 1:39:46 PM Signed: 4/21/2016 1:40:18 PM</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 via DocuSign ID:</p>		<p>Sent: 4/21/2016 1:40:20 PM</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	4/21/2016 1:40:20 PM
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

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

Required hardware and software

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

1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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.