AMENDMENT NO. 1 TO THE CONSTRUCTION ENGINEERING SERVICES CONTRACT BETWEEN THE MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION AND BLOOM COMPANIES, LLC (CONSULTANT)

For: Project ID# WH020152-1
S. North Cape Road (CTH J), Phase 1
Scherrei Drive to S. Carroll Circle
Milwaukee County

The CONTRACT, made and entered into by and between Milwaukee County, hereinafter named the County, and Bloom Companies, LLC hereinafter named the CONSULTANT, dated March 17, 2015 is hereby amended as set forth on the following pages, which are annexed and made part of the original CONTRACT.

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

RIOOM (COMPANIES, LLC	
Jules	Newaydylik	05/27/15
Yakov Ne	enaydykh, Executive Vice Pre	sident Date

FOR MILWAUKEE COUNTY WISCONSIN.

Docusigned by:

Commenced by:

Commenced by:

6/2/2015

Date

Docusigned by:

6/4/2015

Risk Management

Date

Approved as to Execution

Docusigned by:

Mark O. Lindy

6/8/2015

28Earporation Counsel

Date

Pursuant to 59.255(2)(3) Wisconsin Statutes

Docusigned by: 6/8/2015
FGORPHOIST Date

Director, Department of Trans	sportation
Brian Dranzik	6/8/2015
DC80BD388A73433	Date
Pursuant to 59.17(2)(b)(4) Wis	sconsin Statutes
DocuSigned by:	6/12/2015
2E580 County 3 Executive	Date
Pursuant to 59.42(2)(b)(5) Wi	sconsin Statutes
Corporation Counsel	Date

The primary reason(s) for this amendment:

Amendment 1 is a cost increase amendment that is required because

Additional field exploration has been requested by Milwaukee County to determine subsurface conditions along S. North Cape Road and record observations and locations using GPS. Meetings have been scheduled that were not part of initial contract in order to determine design changes required to address subsurface conditions. These investigations and meetings, and resulting field changes implementation will require additional efforts by the CONSULTANT. Increased public information and inspection efforts have also been determined to be required now that project construction has started, as property owner requests and local community communication has demanded hours beyond the actual construction activity time. The contractor started operations on a date earlier than had been expected, and has been working longer hours than had been previously expected. Inspection and construction administration staff have been requested by Milwaukee County to extend their hours to match that of the contractor to assure proper implementation and response to property owners. Finally, there has been extraordinary time required for utility coordination specific to the relocation of facilities and providing temporary accommodations so that the road contractor can proceed without delay. All utility moves had been anticipated to be completed prior to construction per the original contract.

Section II.C.(10) Services To Be Performed By The Consultant of the GENERAL PROVISIONS is amended to be replaced with the following:

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

BASIS OF PAYMENT is amended to be replaced with the following:

BASIS OF PAYMENT

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

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

- (12) The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:
 - a) For Construction Management Services performed by CONSULTANT the CONSULTANT's actual cost not to exceed \$97,544.09 (an increase of \$43,712.30).

b) For performing the material testing, compilation of material records for finals completion and general construction inspection on this project sublet to <u>Xpertz Engineering, LLC</u> the CONSULTANT's actual cost not to exceed \$40,367.38.

For all services on this contract, total compensation shall not exceed <u>\$137,911.47</u> (<u>an increase of \$43,712.30</u>). unless approved by a written CONTRACT amendment.

Bloom Companies, LLC

PROFESSIONAL SERVICES ESTIMATE Amendent #1

PROJECT TOTAL

Project ID: WH020152-1

LABOR COSTS

Highway: S. North Cape Road (CTH J), Phase I

Limits: Scherrei Drive to S. Carroll Circle

Hourly Wage @ : Task Project Day	of the special section is	Project Engineer Mater		Makeriais	Materials Technician Staff Engineer		jineer	Project Menager		Accounting		TOTAL	
	Hourty Wage @ 2.76		\$105.35		\$73.97		\$65.94		\$176.92		37.77		
Project Day -	Activity	HRS	Dollars	HRS	Dollars	HRS	Dollars	HRS	Dollars	HRS	Dollars	HRB	Dellars
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Project Development -	747	21	\$2,212.35									21	\$2,212.
Meetings Evaluate Constr Matris		20	\$2,107.00	16	\$1,183.52							38	\$3,290.0
Quality Evaluate Work	852	234	\$24,651.90	4	\$295.88	24	\$1,582.56					282	\$28,590
Operation Const Contract	853	40	\$4,214.00			_						40	\$4,214
Accounting Construction Finals	681	40	\$4,214.00		_							40	\$4,214.
Completion	826	70	44,214.00					-					
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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)

(1442 fold) to be completed by the size			
PROJECT No.: _WH020152-1PROJECT Carroll C	CT TITLE: S North Cape Road (CTH J), Phase birdle	e 1, Scherrei Drive	to S
TOTAL CONTRACT AMOUNT \$ 94,199.17	DBE Goal:	25% combined	
Name & Address of DBE ⁽¹⁾	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
Xpertz Engineering, LLC 5306 North 38 th Street Milwaukee, WI 53209	Material testing, material records for finals completion and construction inspection	\$40,367.38	42.85%
(* Separate commitment form must be completed for each			
Bidder/Proposer Commitme	ent (To be completed by firm committing w	ork to DBE)	
I certify that the DBE firm listed quoted the negotiated with, and having received confirmation Bloom Companies, LLC (Phone No. 414-771 firm fisted, for the service(s) and amount(s) speand that of the named DBE will be submitted of this contract. The information on this form is falsification, fraudulent statement, or misrepresent.	on, on partnering, pricing and delivery from Co. 3390_), or one of our subcontractors, will en sciffied when awarded this contract. A copy of lirectly to CBDP within seven (7) days from re- true and accurate to the best of my knowled entation will result in appropriate sanctions und	ther into contract virther contract between the contract between the contract between the contract of the cont	vith the DBE reen our firm -Proceed on derstand that
Signature of Authorized Representative	MATITEM P THARAMIYIL, PRESIO Name & Title of Authorized Representative	Date	/
Signature of Notary Public Signature of Notary Public Only firms certified as DBEs will him Walling NAICS codes	State of Wisconsin UCP prior to bid/proposal open	ning will be credited on	
	ompleted by DBE Owner/Authorized Repre		
listed in the State of Wisconsin UCP Di t acknowledge and accept this commits herein, as put forth by Bloom Compani t understand and accept that this cost County project specified herein to be cost l affirm that approval from CBDP will be	nent to contract with my firm for the service(s)) and dollar amount of the completion of the com	nt(s) specified he Milwaukee BDP.
Signature of Authorized DBE Representative	Name & Title of Authorized DBE Representative	2/25/ Date	15
	FOR CODP USE ONLY		
Commitment number of Project	ct Total: (A) (V) \$	otal	%
Verified with:	Authorized Signature		Oate

DBE-14 (0e/01/13) Previous Editions Obsolete

ACORD

CERTIFICATE OF LIABILITY INSURANCE

BLOOCOM-01 **CFRECHETTE**

> DATE (MM/DDMYYYY) 4/13/2015

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). CONTACT NAME: PHONE (A/C, No, Ext): (262) 439-4700 E-MAIL PRODUCER Diversified Insurance Solutions 100 N Corporate Drive, Ste 100 Brookfield, WI 53045 FAX (A/C, No): (262) 439-4899 ADDRESS:

				IN:	SURER(S) AFFOR	IDING COVERAGE		NAIC #
				INSURER A : Secura	Insurance,	A Mutual Company		22543
INSUR	ED			INSURER B : Lexing	ton Insuran	ce Company		19437
	Bloom Companies LLC			INSURER C :				
	10501 W. Research Drive Si	¥100		INSURER D :				
	Milwaukee, WI 53226			INSURER E :				
				INSURER F:				
			ATE NUMBER:			REVISION NUMBER:		^=
CEI	S IS TO CERTIFY THAT THE POLICI PICATED. NOTWITHSTANDING ANY F RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	PERT/ POLICI	REMENT, TERM OR CONDITION AIN, THE INSURANCE AFFOR RES. LIMITS SHOWN MAY HAVE	ON OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPE	CT TO	IA/LUCIA TILIC
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AGENCY CUSTOMER ID: BLOOCOM-01

CFRECHETTE

LOC #: 0



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY liversified Insurance Solutions		NAMED INSURED Bloom Companies LLC	
POLICY NUMBER EE PAGE 1		10501 W. Research Drive S#100 Milwaukee, Wi 53226	
CARRIER EE PAGE 1	NAIC CODE	EFFECTIVE DATE SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:

ILE 1037 11 05 Additional Insured Wrap- General Liability

Additional Insured When Required by Written Construction Contract, Waiver of Transfer of Rights

#IL1040 Extended Automatic Additional Insured-General Liability

#CUE 5093 04 10 Umbrella Liability policy provides additional coverages over Workers Compensation policy for total limits of \$5,000,000.

#CAE 0131 08-10 Automobile: Automatic Additional Insured status ,Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation)

as respects liability resulting from operations of Named Insured.

30 days' notice of cancellation and Waiver of Subrogation for Workers Compensation to be added.

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

State	Enlity Name	Contract or Project Number	Description of Work	Waiver Premium	Walver Type
WI	Milwaukee County			\$50	FLAT
	2711 W Wells St				
	Milwaukee, WI 53208				
WI	Milwaukee County Department-Department of Transportation, Technology Innovation Center			\$50	FLAT
	10437 Innovation Dr				
	Wauwałosa, WI 53226				
Wi	Milwaukee Metropolitan Sewerage District			\$50	FLAT
	260 W Seeboth St				
	Milwaukee, WI 53204				

	This endorsem	ent changes the p	solicy to which it	is attached effective on the date	e issued unless otherwise stat	led.
(The	information b	elow is required	only when this	endorsement is issued subs	equent to preparation of the	policy.
Endorseme	ent Effective	02/01/2015	Policy No.	20-WC-003218173-5	Endorsement No.	002
Insured	Bloom Compa	nies LLC			Premium \$	
Insurance	Сотрапу			Countersigned by	,	

SECURA INSURANCE, A Mutual Company

WC 00 03 13 (Ed. 4-84)

• 1983 National Council on Compensation Insurance.

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						Suite 1	00						
						Milwau	kee, WI	53226					
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Certificate of Completion

Envelope Number: C04B2B876F8147968CD6E4A0EF62678A

Subject: Please DocuSign this document: Amendment 1 CTH J Phase 1.pdf

Source Envelope:

Document Pages: 10 Certificate Pages: 5 AutoNav: Enabled

Envelopeld Stamping: Enabled

Signatures: 7 Initials: 0

Status: Sent

Envelope Originator: Maggie Rust 901 N 9th St

Ste 301

Milwaukee, WI 53233

margaret_rust@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

6/2/2015 1:54:39 PM CT

margaret.rust@milwaukeecountywi.gov

Location: DocuSign

Signer Events

Amy Pechacek

amy.pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure: Accepted: 2/25/2014 12:36:39 PM CT ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

Rick Norris

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

Mark A Grady

corpcounselsignature@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

Scott B. Manske

comptrollersignature@milwcnty.com

Comptroller

Milwaukee County

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered

Holder: Maggie Rust

Signature

04072

Using IP Address: 204.194.251.5

Timestamp

Sent: 6/2/2015 1:58:12 PM CT Viewed: 6/4/2015 9:04:23 AM CT

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Mark a Grady

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Signer Events

Brian Dranzik

brian.dranzik@milwaukeecountywi.gov

Director of Transportation

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

Chris Abele

cabele@milwcnty.com

County Executive

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure

Not Offered

ID:

Corporation Counsel

corpcounselsignature@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

Signature

DocuSigned by: Brian Dranzik DC808D388A73433

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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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:	 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.