

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
ARCHITECTURE, ENGINEERING & ENVIRONMENTAL SERVICES SECTION  
CONSULTANT RETENTION / CONSULTANT SELECTION APPROVAL**

Date: April 19, 2017

**I. PROJECT DESCRIPTION**

Project Title: Courthouse Complex Planning Phase III

Project No.: WC14801

Agency: 115                      Org. No.: 5704                      Object No.: 6149

Project Code:    Activity:

Function:                                      Category:

Agreement Type

- Lump Sum - Not-To-Exceed                      **Type "A" or "D" Agreement**
- Lump Sum - Not-To-Exceed                      **Type "B" Agreement – Annual**
- Actual Cost - Not-To-Exceed Fee                      **Type "B" Agreement – Annual**
- Actual Cost - Not-to-Exceed Fee                      **Type "C" Agreement**

**II. CONSULTANT SELECTION PROCEDURE**

Milwaukee County DAS-FMD solicited proposals from consultants for this project in February 2017, with a due date of March 10, 2017. Three proposals were received. FMD staff and representatives of the First Administrative Judicial District (proposal review team) reviewed the proposals and evaluated them based on the following criteria:

- Quality and responsiveness of RFP (15 points)
- Project approach and understanding (40 points)
- Qualifications and experience of the proposer (35 points)
- Fee and hourly rates (10 points)

CBDP staff also reviewed the proposals for conformance with stated TBE requirements ("yes/no" evaluation).

After independent evaluations and comparison of the identified strengths and weaknesses of the proposals, two firms were selected to be interviewed. Interviews were conducted by the same proposal review team on April 5, 2017. Following the interviews, the proposal review team agreed on the recommended consultant.

**III. RECOMMENDED CONSULTANT SELECTION**

Consultant:  
Venture Architects  
212 North 25<sup>th</sup> Street  
Milwaukee, WI 53233  
Attn: John Cain  
Phone: (414) 271-3359  
Fax: (414) 271-0939  
Email: jcain@ventarch.com

Project Title: Courthouse Complex Planning Phase III  
Project No.: WC14801

ANTICIPATED NTE FEE: \$320,008

IV. DBE UTILIZATION

(Approved DBE Participation Recommendation Form (DBE-12 Form if 0% goal) or "DBE" Utilization Report (DBE-14 Form approved by CDBP office) are attached)  
Completed TBE-14 forms attached

V. FISCAL NOTE

WC14801 is an approved capital project in the 2017 capital budget

VI. SPECIAL NOTES

1. Type D agreement will be used but with an actual cost – not to exceed fee
- 2.

PREPARED BY: Peter Nilles, P.E.  
Director of Facilities Planning & Development  
DAS-FMD

REVIEWED AND RECOMMENDED BY:

DocuSigned by:  
Gregory High 4/24/2017  
Gregory G. High, Director  
Architecture, Engineering  
and Environmental Services Section  
Date

OWNER DEPARTMENT APPROVAL

Consultant Retention Approved: \_\_\_\_\_  
Date  
Director

DIRECTOR OF FACILITIES MANAGEMENT

Consultant Retention Approved: \_\_\_\_\_  
Date  
DocuSigned by:  
Jeremy Thels 4/24/2017  
Jeremy Thels, Director  
DAS- Facilities Management Division  
Date

DIRECTOR OF ADMINISTRATIVE SERVICES APPROVAL

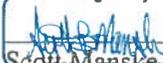
Consultant Selection Approved: \_\_\_\_\_  
Date  
DocuSigned by:  
Feig Whaley-Smith 4/28/2017  
Feig Whaley-Smith, Director  
Department of Administrative Services  
Date

OFFICE OF CORPORATION COUNSEL APPROVAL

Consultant Retention Approved: \_\_\_\_\_  
Date  
DocuSigned by:  
Paul D. Englitsch 5/1/2017  
Corporation Counsel  
Date

Project Title: Courthouse Complex Planning Phase III  
Project No.: WC14801  
OFFICE OF THE COMPTROLLER APPROVAL

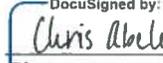
Consultant Retention Approved:

DocuSigned by:  
  
\_\_\_\_\_  
Scott W. Hines, Comptroller  
Office of the Comptroller

5/1/2017  
\_\_\_\_\_  
Date

OFFICE OF THE COUNTY EXECUTIVE APPROVAL

Consultant Retention Approved:

DocuSigned by:  
  
\_\_\_\_\_  
Chris Abale, County Executive  
Office of the County Executive

5/1/2017  
\_\_\_\_\_  
Date

Attachments: Consultant Scope of Work w/Task-Hours Matrix  
Approved DBE Participation Form  
1684 Form

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COPIES AFTER APPROVAL

cc:

G. High, A&E, DTPW  
C. Hardy, A&E, DTPW

B. Engel, CBDP  
Project Manager

Project File – Original

## G. PROJECT APPROACH

### OVERVIEW

The Milwaukee County Courthouse Facilities Plan III is to identify a consolidated, redesigned space for the people working in and served by Milwaukee County Courts; and to identify the highest and best use and the facility needs of the Milwaukee County Courts and other court related departments and functions.

We understand that the intent of this study is to be performed in accordance with the findings and recommendations from Phase I and Phase II, and is expected to make specific recommendations related to implementation strategies including ownership, financing, and delivery methods that can be incorporated into future year Capital budgets.

Additionally, this step follows the completion of the partial Countywide Space Allocation Analysis completed by Continuum in 2009 which identified significant deficiencies, in both quantity and appropriateness of space, in the existing County Courthouse; deficiencies that will be made more acute by the growth that is anticipated for the County's future needs.

This further follows the recent program work done that serves as the basis for the study continuance.

The Venture Architects' team will take a pragmatic approach to meeting the requirements of this project, as outlined within your RFP. The project is laid out in specific tasks, and the Venture Architects' team is assigning its personnel per those specific requests. In summary, we see the project divided into the following general categories:

- Validation of previous study work
- Expansion into multiple scenarios
- Move and phasing advisory
- Implementation strategies

The facilities are further classified as court specific and other county functions. Venture Architects will be leading the overall effort and specifically on the non-court related functions, while HOK will be focused on the court related functions. Each team will employ a team leader that will run their portion of the tasks, reporting to Venture Architects. Regardless of which element of the team is performing tasks, cost control, quality, efficiency and effectiveness will be the driving factors behind all activities.

### TASK A - THE COURTHOUSE COMPLEX MASTER SPACE PLAN

The Venture Architects team will assemble its top planners and carefully review all of the previous work produced. The team will conduct a comprehensive review workshop to be certain we're capturing all relevant information and get opinions from the stakeholders and team leadership.

We'll convert this information into graphic representations of test fits and adjacencies. These various schemes will be reviewed with the core team and these elements will be formed into three formal approaches. Our understanding of courts and how they're implemented in the built environment will allow us to quickly determine schemes that are viable and can meet the county's needs. Further, we'll employ our knowledge of courts trends to help envision the future needs of each department and plan for that effective growth.

## 100 | Milwaukee County | Courthouse Complex Planning Phase III

In light of the work previously completed for the county, our task will be to verify the programmatic and planning assumptions and refine them in the context of a final program.

This Phase includes site evaluation, conceptual site study, site master planning, program validation/confirmation, the development of a preliminary building concept, and the evaluation of the type of materials and methods of construction to be used.

Specific elements include:

- **PRE-PLANNING**  
Define general scope / schedules / activities / responsibilities.
- **EXISTING CONDITIONS**  
Onsite review of existing systems and site conditions.
- **TESTING AND DOCUMENTATION**  
Site survey, utilities, etc.
- **PROGRAM VALIDATION**  
Review and confirm as to assumptions; develop room data sheets that confirm the size and shape of the space, its adequacy for its intended purpose and finishes; and estimated costs.
- **DEVELOP BLOCKING/STACKING CONCEPT**  
Include “footprint” appropriateness, circulation, existing facility linkage, and overall site master plan approach.
- **SYSTEMS, EQUIPMENT AND COMPONENTS OF CONSTRUCTION**  
Evaluate and select requisite levels appropriate to project goals.
- **BUDGET**  
Develop preliminary cost estimates.

Clearly, this task requires an eye towards long term planning, but also short term phasing and planning, to have the judicial system continue to operate efficiently throughout future transitions. Our team will work closely with you in evaluating these options, establishing budgets and integrating them into the overall plan.

The culmination of the task will be a graphically clear and rich report that will be shared and communicated with stakeholders and the public. Our team will assist in these communications efforts, both in providing work materials and in the actual presentations.

### **TASK B - IMPLEMENTATION STRATEGIES**

Implementation Strategies would be the next phase in taking this information, refining to recommended options and truly mapping out the entire project. Gilbane will be leading this effort for our team. They have individuals that have experience in project management, budgeting, construction implementation, program management and governance, and will work with the county to build comprehensive plans that identify costs, schedules and achievable outcomes.

A major component related to Task B is the identification of financing options including P3 concepts. Both Gilbane and HOK have relevant expertise in this growing approach to completing public projects in a cost-effective approach.

### **PROJECT MANAGEMENT**

All of these tasks will be reported through an effective project management approach that will be led by Venture Architects. It will be supported by complete and thorough notes, timely meeting minutes, technology based communications methods and ownership of the logistics of the project. This includes a dedicated project manager that will be at required meetings and manage our entire team's efforts in participating.

### **STUDY BACKGROUND**

In preparation for our submittal, we have reviewed the previous documents and have identified the following key highlights.

#### **COMPREHENSIVE FACILITIES PLAN CONSULTING REPORT**

February 11, 2013

- Core Campus is to be retained and strengthened for continued occupancy.
- Future planning should incorporate Space Allocation Best Practices to increase space usability.
- Building Inspection. Historic Courthouse and Public Safety Building will require major building infrastructure upgrades if expected to be re-used.

#### **MILWAUKEE COUNTY COURTHOUSE PROJECT FINAL REPORT (PHASE I)**

February 8, 2016

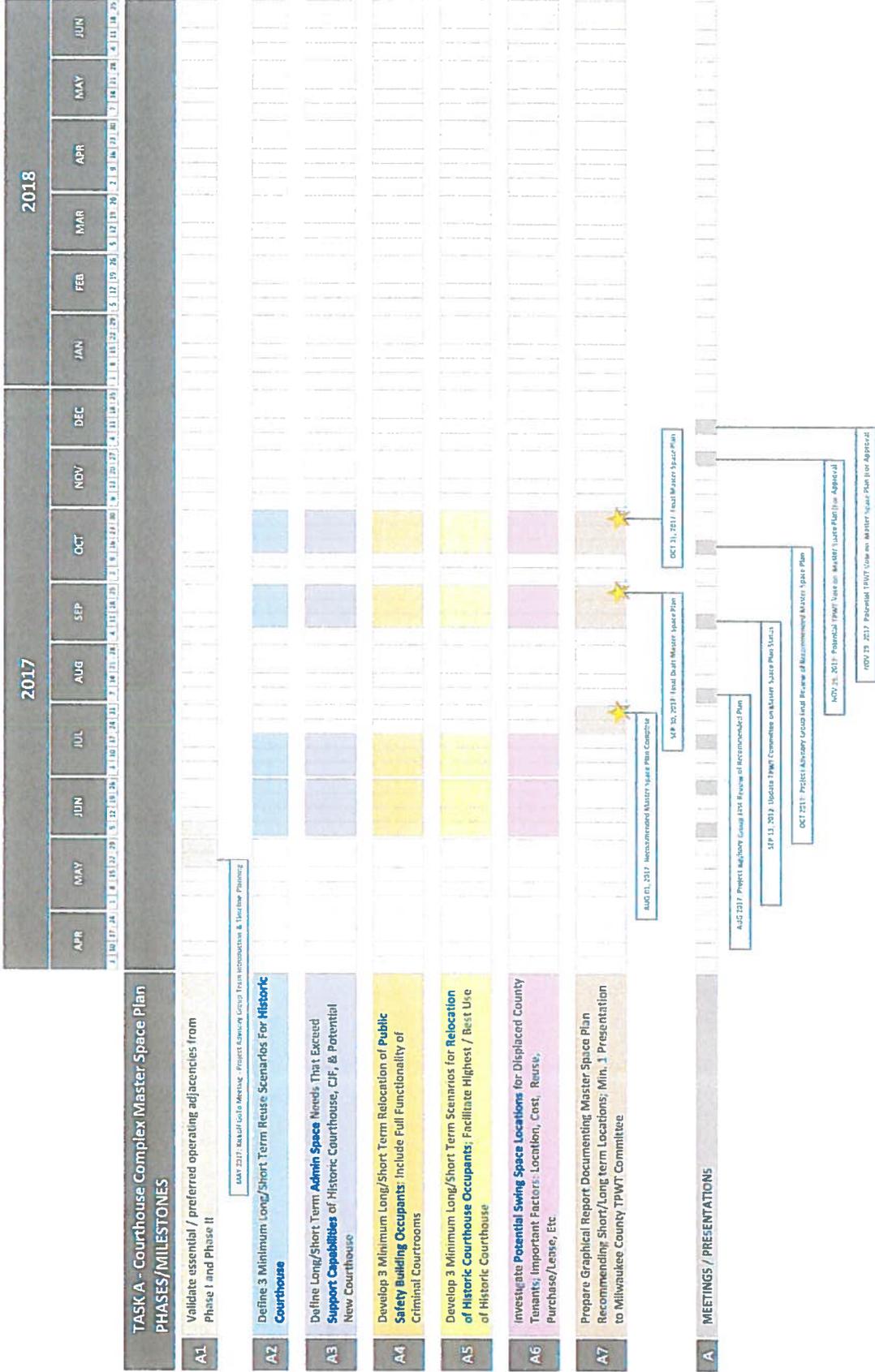
- Report presented three Strategic Goals.
  - Highest and best use.
  - Improve public safety
  - Improve public service
- Recommendations for highest and best use include:
  - Reuse of historic Courthouse for non- criminal courts functions.
  - Development of a new Courthouse for criminal courts and associated functions.
- Two scenarios for the new Courthouse.
  - Maximum scenario (\$213 million)
  - Minimum scenario ((\$184 million) – recommended
- Review of Milwaukee County Judicial System statistics and recommendations.
- Development of space standards for court facilities.
- Analysis of existing space conditions for court facilities.
- Next steps.

**MILWAUKEE COUNTY COURTHOUSE PROJECT  
FINAL DRAFT REPORT (PHASE II)**

January 16, 2017

- Report focused on the non-court functions found in the historic Courthouse, Public Safety Building, and 633 W. Wisconsin Avenue.
- Detailed space programming and analysis for 40 non-court departments using Space Allocation Best Practices.
- Development of four blocking and stacking scenarios incorporating a new Criminal Courthouse, reuse/renovation of the historic Courthouse, and use of a new building/leasable space. No recommendations.
- Brief discussion related to a swing space concept.
- Brief discussion related to not reusing the Public Safety Building.
- Brief discussion related to vacant site options.

## H. SCHEDULING





I. CONSTANT EFFORT

PHASES / TASKS	ARCHITECTURE						COST ESTIMATING DEVELOPER				TBE PARTNERS						
	VENTURE ARCHITECTS			HOK			GILBANE, INC.				A&A	JS-LLC	JCP CONSTRUCTION				
	John H. Cain Principal in Charge	Kate M. Glenn Team Support/Admin Support	Wendy J. Schultz Space Planner	Steven K. Schneider Project Designer	Jeff Goodale Costs Principal	Robert Schwartz Senior Courts Planner	Gregory Curran Security Planner	Gregory Cook Costs Designer	Adam Jehn Principal in Charge	Thomas Leonard Project Executive	Allen Brooks Construction Manager	Russell Broderick Development Executive	Sheronne Andersen Scheduling Support	Jennifer Studzaker Administrative Support	James Pridgen Principal in Charge	Daniel Marner Project Manager/Coordinator	Jain Pheasant General Superintendent
	\$100	\$75	\$80	\$81	\$265	\$200	\$485	\$180	\$0	\$150	\$150	\$150	\$150	\$90	\$150	\$100	\$110

March 10, 2017

Gilbane Hourly Rates:

PHASES / TASKS	John H. Cain	Kate M. Glenn	Wendy J. Schultz	Steven K. Schneider	Jeff Goodale	Robert Schwartz	Gregory Curran	Gregory Cook	Adam Jehn	Thomas Leonard	Allen Brooks	Russell Broderick	Sheronne Andersen	Jennifer Studzaker	James Pridgen	Daniel Marner	Jain Pheasant
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TASKS - Courthouse Complex Master Space Plan

BASIC SERVICES

Task ID	Description	John H. Cain	Kate M. Glenn	Wendy J. Schultz	Steven K. Schneider	Jeff Goodale	Robert Schwartz	Gregory Curran	Gregory Cook	Adam Jehn	Thomas Leonard	Allen Brooks	Russell Broderick	Sheronne Andersen	Jennifer Studzaker	James Pridgen	Daniel Marner	Jain Pheasant
(1)	Validate existing/preferred operating alternatives from Phase I & II	14	4	14		16									40			
(2)	Define minimum 3 scenarios both long & short term for the Historic Courthouse.				40								40					
(3)	Define short and long term admin spaces that exceed support capabilities of existing and new facilities.			24														
(4)	Develop minimum 3 scenarios both long & short term relocation of PSJ occupants	24																
(5)	Investigate potential swing space locations for displaced County tenants (may include site visits with judicial officers or others). Numerous swing space locations should be reviewed to ensure the greatest flexibility in developing a plan. Important factors should include adjacency to downtown, need for new construction or low/high cost tenant improvements, re-utilization of existing or newly constructed County owned facilities, use of purchased or leased facilities.																	
(6)	Prepare report documenting master space plan both long & short term locations				40													
(7)	Prepare report documenting master space plan both long & short term locations				40													
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106 | Milwaukee County | Courthouse Complex Planning Phase III

March 10, 2017	John H. Cain	Kate M. Glenn	Wendy J. Schulte	Steven K. Schneider	Jeff Goodale	Robert Schwartz	Gerry Guerrero	Gregory Cook	Adam Jehlen	Thomas Leonard	Allen Brooks	Russell Broderick	Shevonne Andersen	Jennifer Studebaker	James Phelps	Derek Mercer	Alan Phelps
Principal in Charge	Team Lead/ Admin Support	State Planner	Project Designer	Courts Principal	Senior Courts Planner	Security Planner	Courts Designer	Principal in Charge	Project Executive	Reconstruction Manager	Development Executive	Visualization Support	Administrative Support	Principal in Charge	Project Manager/Estimator	General Superintendent	
\$160	\$95	\$98	\$81	\$265	\$200	\$265	\$180	\$0	\$150	\$150	\$150	\$150	\$90	\$150	\$100	\$110	
<b>PHASES / TASKS</b>																	
<b>TASK A - Courthouse Complex Master Space Plan</b>																	
<b>PROJECT MANAGEMENT</b>																	
(31)	8	4									40		4	4		16	
(32)	4		4							12			4	4		16	
(33)	20	4								0			40				
(34)	0																
(35)	20																
(36)	10																
Phase Sub Total Hours: 230,000 16,000 18,000 200,000 32,000 122,000 160,000 80,000 32,000 50,000 72,000 1,000 240,000 352,000 12,000 68,000 1,000																	
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Phase Sub Total Cost: \$33,960 \$1,360 \$5,736 \$16,200 \$9,010 \$17,000 \$9,160 \$23,760 \$0 \$16,110 \$10,000 \$600 \$30,000 \$13,000 \$1,800 \$6,800 \$0																	
TASK A Total Cost: \$55,844 \$71,130 \$23,300 \$30,000 \$13,840 \$9,600 \$9,600																	
TASK A - REIMBURSABLE EXPENSES																	
Travel / Parking \$150																	
Miscellaneous Materials \$50																	
TASK A Reimbursable Expense Total Cost: \$200 \$400 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0																	
Total Cost: \$6,450																	

PHASES / TASKS	VENTURE ARCHITECTS				HOK				GILBANE, INC.				A&A		JS, LLC		JCP CONSTRUCTION	
	John H. Cain Principal in Charge	Kara M. Glenn Team Lead/Admin Support	Wendy J. Schultz Space Planner	Steven K. Schneider Project Designer	Jeff Goodale Courts Principal	Robert Schwartz Senior Courts Planner	Gery Guerrero Security Planner	Gregory Cook Courts Designer	Adam Jelen Principal in Charge	Thomas Leonard Project Executive	Allen Brooks Preconstruction Manager	Russell Broderick Development Executive	Shvonne Andersen Visualization Support	Jennifer Studabaker Administrative Support	James Pheaps Principal in Charge	Darrell Metzger Project Manager/Estimator	Jalen Pheaps General Superintendent	
Billable Hourly Rates:	\$160	\$75	\$90	\$84	\$765	\$200	\$285	\$180	\$0	\$150	\$150	\$150	\$90	\$150	\$100	\$110		
<b>TASK B - Implementation Strategies (Additional Services)</b>																		
<b>BASIC SERVICES - FOLLOWING COUNTY BOARD APPROVAL</b>																		
(1) Continue research & recommend new Criminal Courthouse ownership, financing, & project delivery method strategies (minimum of 3). EACH implementation strategy should reach final total of County owned and financed \$, external funding, County bonding requirements, etc.	4				8										16			
(2) Refine conceptual cost ranges for demolition of Public Safety Building, construction of new Criminal Courthouse, real estate & move management, swing space acquisition & coordination, improvements to Historic Courthouse, and other potential operational costs.										8								
(3) Prepare report documenting 3 implementation strategies & provide recommendation based on the County's fiscal capabilities.																		
i. Implementation Strategies should report on terms of investment in capital, timing, and financing.	8																	
ii. Total financial terms encompassed in strategy should include execution conditions for ownership, construction (management), team structure, governance, plus a description of change requirements, as well as ongoing state legislative change needs.	4				8	8	4	12							16		4	
iii. Focuses to objectives and final goals of report for review and comment by County Staff.	4				8	8	8	12							4		4	
iv. Report will County staff to review draft completed, and in appropriate as agreed.	4				8			8							4		4	
v. In addition to the above and in response to the Milwaukee County Staff Committee may be required to provide the IP&I Committee an opportunity to consider the results of the implementation strategy prior to initiation of a future meeting.	4				4			4							4		8	
vi. Attend and participate in presentation and maintain information in Milwaukee County IP&I Committee in part time time.	4				4			4							4		4	

PHASES / TASKS	ARCHITECTURE					COST ESTIMATING DEVELOPER				TBE PARTNERS							
	VENTURE ARCHITECTS		HOK			GILBANE, INC.				A&A	JS, LLC	JCP CONSTRUCTION					
	John H. Cain Principal In Charge	Kate M. Glenn Team Liaison/Admin Support	Wendy J. Schultz Space Planner	Steven K. Schneider Project Designer	Jeff Goodale Courts Principal	Robert Schwartz Senior Courts Planner	Gerry Guerrero Security Planner	Gregory Cook Courts Designer	Adam Jehn Principal In Charge	Thomas Leonard Project Executive	Allen Brooks Preconstruction Manager	Russell Broderick Development Executive	Shyenne Andersen Visualization Support	Jennifer Studabaker Administrative Support	James Phelps Principal In Charge	Darrell Mercer Project Manager/Estimator	Jean Phelps General Superintendent
	\$120	\$85	\$28	\$81	\$265	\$200	\$205	\$100	\$0	\$150	\$150	\$150	\$150	\$90	\$150	\$100	\$110
<b>March 10, 2017</b>																	
<b>PHASES / TASKS</b>																	
<b>TASK B - Implementation Strategist (Additional Service)</b>																	
<b>PROJECT MANAGEMENT</b>																	
(1) Provide not selected, detailed schedule of tasks within one week of task self-starting	4																
(2) Attend/participate in project kick-off meeting for contract scope, schedule, budget, etc.	4																
(3) Provide ongoing project management services for monitoring schedule & budget expectations	20																
(4) Provide every 2 week written updates on status of scope, schedule, budget, etc.	4																
(5) Attend/participate in weekly project update meetings with architect. Management team on staff and other project stakeholders. Develop & distribute agendas and meeting minutes for each meeting	20																
(6) Coordinate project meetings with architect's Management Division staff. Prepare & distribute exhibits, agendas, and meeting minutes for all important construction project	20																
	104	85	28	81	265	200	205	100	0	150	150	150	150	90	150	100	110
Phase Sub Total Hours:	104	85	28	81	265	200	205	100	0	150	150	150	150	90	150	100	110
Phase Total Hours:	120.00																
703.00																	
Phase Sub Total Cost:	\$17,290	\$680	\$50	\$104	\$13,760	\$4,200	\$7,420	\$7,200	\$0	\$10,800	\$13,050	\$9,000	\$1,000	\$11,570	\$3,000	\$5,200	\$0
TASK B Total Cost:	\$18,284																
\$105,454.00																	
<b>TASK B - REIMBURSABLE EXPENSES</b>																	
Travel/Meals:																	
Meals/Transportation:																	
TASK B Reimbursable Expense Total Cost:	\$150																
\$2,350																	

<b>SUMMARY</b>	
<b>TASK A - Courthouse Complex Master Space Plan</b>	
Phase Total Hours:	1,434.00
Task A Total NTE Cost:	\$205,754
<b>TASK A - REIMBURSABLE EXPENSES</b>	
TASK A actual cost:	\$6,450
<b>TASK B - Implementation Strategies (Additional Service)</b>	
Phase Total Hours:	703.00
Task B Total NTE Cost:	\$105,454
<b>TASK B - REIMBURSABLE EXPENSES</b>	
TASK B actual cost:	\$2,350
<b>TOTALS</b>	
TASK A & TASK B Total Project Hours:	2,137.00
TASK A & B Sub Total NTE Cost:	\$311,208.00
Reimbursable Expenses actual cost:	\$8,800.00
<b>Total Project Cost:</b>	<b>\$320,008.00</b>

<b>FEES/%SERVICES</b>	
<b>VENTURE ARCHITECTS</b>	
Fee Amount:	\$74,478
Percentage of Total Services:	23.27%
<b>HOK</b>	
Fee Amount:	\$110,780
Percentage of Total Services:	34.62%
<b>GILBANE, INC.</b>	
Fee Amount:	\$58,700
Percentage of Total Services:	18.34%
<b>A&amp;A</b>	
Fee Amount:	\$33,000
Percentage of Total Services:	10.31%
<b>JS, LLC</b>	
Fee Amount:	\$25,200
Percentage of Total Services:	7.87%
<b>JCP CONSTRUCTION</b>	
Fee Amount:	\$17,850
Percentage of Total Services:	5.58%
<b>Percentage of Total Services: 100.00%</b>	

Percentage of Total Services: 76.23%	NON-TBE
--------------------------------------	---------

Percentage of Total Services: 23.77%	TBE
--------------------------------------	-----



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

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

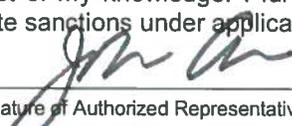
PROJECT No.: WC14801 PROJECT TITLE: Milwaukee County Courthouse Complex Planning Phase III

TOTAL CONTRACT AMOUNT (less allowances) \$320,008 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Jennifer Studebaker, LLC PO Box 444, Elm Grove, WI 53122	Marketing Consulting Services/Administrative Support	\$25,200	7.87%

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

I certify that the TBE 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 TBE firm listed herein. Our firm **VENTURE ARCHITECTS**. Phone No. (414) 271-3359, or one of our subcontractors, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

  
Signature of Authorized Representative

**John H. Cain, Principal In Charge**

Print/Type Name of Authorized Representative

**10MAR2017**

Date

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

- I affirm that our company is certified as (check all certifications that apply):

DBE by the Unified Certification Program certifying partners

MBE by State of Wisconsin DOA

WBE by State of Wisconsin DOA

- 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 **VENTURE ARCHITECTS**.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces..
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

  
Signature of Authorized TBE Representative

**Jennifer Studebaker, Principal**

Name & Title of Authorized Representative

262.391.8906

Phone Number

**3/10/2017**

Date

### FOR CBDP USE ONLY

Commitment number \_\_\_ of \_\_\_

Project Total:

(A) \_\_\_\_\_

(V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

  
Authorized Signature

**4/13/2017**  
Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

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

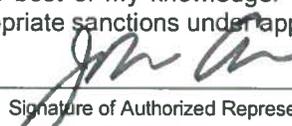
PROJECT No.: WC14801 PROJECT TITLE: Milwaukee County Courthouse Complex Planning Phase III

TOTAL CONTRACT AMOUNT (less allowances) \$320,008 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Andersen & Andersen Technical Services, LLC 1985 Hawthorne Drive, Elm Grove, WI 53122	Drafting Visualization	\$33,000	10.31%

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

I certify that the TBE 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 TBE firm listed herein. Our firm **VENTURE ARCHITECTS**, Phone No. (414) 271-3359, or one of our subcontractors, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

  
Signature of Authorized Representative

**John H. Cain, Principal In Charge**

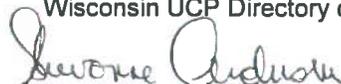
Print/Type Name of Authorized Representative

**10MAR2017**

Date

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

- I affirm that our company is certified as (check all certifications that apply):
  - DBE by the Unified Certification Program certifying partners
  - MBE by State of Wisconsin DOA
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- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

  
Signature of Authorized TBE Representative

**Shevonne Andersen, Principal**

Name & Title of Authorized Representative

**262.432.7469**

Phone Number

**3/10/2017**

Date

### FOR CBDP USE ONLY

Commitment number \_\_\_ of \_\_\_

Project Total: (A)  (V) \$ \_\_\_\_\_

Authorized Signature

Total % \_\_\_\_\_

4/13/17  
Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

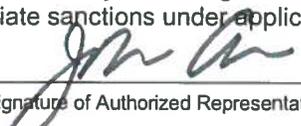
(This form is to be completed by the bidder/proposer and the TBE named for submission with bid/proposal)

PROJECT No.: WC14801 PROJECT TITLE: Milwaukee County Courthouse Complex Planning Phase III  
 TOTAL CONTRACT AMOUNT (less allowances) \$320,008 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
JCP Construction 1849 North MLK Drive, Suite 200, Milwaukee, WI 53212	Project Construction Budgeting, Project Management, Field Verification	\$17,850	5.58%

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

I certify that the TBE 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 TBE firm listed herein. Our firm **VENTURE ARCHITECTS** Phone No. (414) 271-3359, or one of our subcontractors, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

  
Signature of Authorized Representative

**John H. Cain, Principal In Charge**

Print/Type Name of Authorized Representative

**10MAR2017**

Date

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

- I affirm that our company is certified as (check all certifications that apply):
  - DBE by the Unified Certification Program certifying partners
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- 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 **VENTURE ARCHITECTS**.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

  
Signature of Authorized TBE Representative

**James Phelps, President**

Name & Title of Authorized Representative

(414) 372-7300

Phone Number

**3/10/2017**

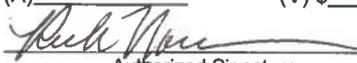
Date

### FOR CBDP USE ONLY

Commitment number \_\_\_ of \_\_\_

Project Total: (A) \_\_\_\_\_ (V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

  
Authorized Signature

4/13/2017  
Date

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From the Director, Facilities Management Division, Department of Administrative Services, requesting authorization to proceed with the 2017 Phase III effort of the Milwaukee County Courthouse Planning Program, to include recommendations for the appropriate space programming, swing space coordination, ownership, financing, project delivery method strategies, and long-term operation and maintenance requirements to facilitate sustainable occupancy of the new criminal courthouse, by recommending adoption of the following:

**AN AMENDED RESOLUTION**

WHEREAS, the State of Wisconsin First Judicial District, the Committee on Transportation, Public Works and Transit, the Milwaukee County Executive, and the Consolidated Facilities Planning Steering Committee, identified a need to develop a Strategic Facilities Master Plan to better support the Milwaukee County (the County) Circuit Courts and their operations contained within the Historic Courthouse, Criminal Justice Facility, Public Safety Building, and Vel R. Phillips Juvenile Justice Center; and

WHEREAS, this need was generated from widespread concern regarding the safety, security, and deferred maintenance associated with these facilities; and

WHEREAS, it is widely recognized that a status quo solution for the delivery of County services out of these facilities is not a viable option for the future; and

WHEREAS, because this undertaking would require significant public investment and directly impacts numerous County stakeholders, the Consolidated Facilities Planning Steering Committee created an Advisory Group to oversee the mission, vision, and priorities of the planning program, validate the need, as well as monitor progress and communication strategies; and

WHEREAS, the makeup of this Advisory Group consists of representatives from the State of Wisconsin First Judicial District, the County District Attorney's Office, the Sheriff's Office, Clerk of Circuit Courts, the Milwaukee County Board of Supervisors, and the Department of Administrative Services; and

WHEREAS, the vision of all phases of the County Courthouse Planning Program addresses the following five ideals:

- Reflects a Culture of Quality, Efficiency, and Innovation
- Provides a Safe and Secure Environment
- Is Fiscally and Environmentally Sustainable
- Includes a Healthy Learning Environment

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- Operates as Part of a Cooperative Regional System

; and

WHEREAS, due to the project's complexity, it was divided into five phases which vary in duration and a specific phase may last multiple years depending on the workload and funding levels available to support the effort; and

WHEREAS, the mission of the five phases are:

- I. Identify a consolidated, redesigned space for the people working in and served by the County Courts, and identify the highest and best use of the County Courthouse.
- II. Define a consolidated, redesigned space for the people working in the areas of non-court functions within the County Courthouse and Public Safety Building, and establish existing conditions and identify opportunities for increased efficiencies.
- III. Determine ultimate space locations for all Departments associated with Phases I and II; complete space programming, designing, and build outs for swing space required for completion of Phases IV and V; determine preferred ownership, financing, and delivery methods for interim and ultimate solutions.
- IV. Complete planning, programming, and design of the new Criminal Courthouse and other required facility improvements.
- V. Construct a new Criminal Courthouse, complete other required facility improvements, and relocate Departments to ultimate locations.

; and

WHEREAS, Phase I of the County Courthouse Planning Program, completed and presented in March 2016, considered the County Courthouse, the Public Safety Building, and the Vel R. Phillips Juvenile Justice Center; and

WHEREAS, the County Courthouse, opened in 1932, is an iconic, twentieth-century classical design structure with over 700,000 square feet of floor space, is listed on the National Register of Historic Places, consists of courtrooms and related support offices, County government offices, and mechanical, storage, and maintenance spaces; and

90 WHEREAS, Phase I of the County Courthouse Planning Program determined  
91 that the County Courthouse earned an overall space component quantity and quality  
92 score of 3.9 (on a scale of 1 to 10) based primarily on the hazardous prisoner  
93 movement for the Criminal Courts and overcrowded conditions for the Family Courts;  
94 and

95  
96 WHEREAS, the Public Safety Building, opened in 1930 with almost 300,000  
97 square feet of floor space, consists of courtrooms and related support offices, District  
98 Attorney offices, and Sheriff's Department offices; and

99  
100 WHEREAS, Phase I of the County Courthouse Planning Program determined  
101 that the Public Safety Building earned an overall space component quantity and quality  
102 score of 2.8 (on a scale of 1 to 10) based on overcrowding, poor physical conditions  
103 within the facility, lack of consolidation and adjacencies, and the estimated costs of  
104 required structural, mechanical, electrical, plumbing, and public access upgrades to  
105 meet modern code; and

106  
107 WHEREAS, the Vel R. Phillips Juvenile Justice Center, opened in 1962 with over  
108 260,000 square feet of floor space, consists of juvenile courtrooms and related support  
109 offices, juvenile detention facilities, and related support spaces; and

110  
111 WHEREAS, Phase I of the County Courthouse Planning Program determined  
112 that the Vel R. Phillips Juvenile Justice Center earned an overall space component  
113 quantity and quality score of 5 (on a scale of 1 to 10) and considered modest  
114 renovations to achieve recommended standards; and

115  
116 WHEREAS, Phase I of the County Courthouse Planning Program recommended  
117 that the Historic Courthouse should be re-purposed such that Criminal Court functions  
118 are relocated to a different facility; and

119  
120 WHEREAS, the Historic Courthouse should be improved to better serve the  
121 needs of civil, probate, and family court functions, and potentially other County  
122 departments based on current and projected programming; and

123  
124 WHEREAS, Phase I of the County Courthouse Planning Program developed  
125 programmatic cost estimates for construction of a new Criminal Courthouse, to be  
126 located at either the site of the Public Safety Building or on property currently owned by  
127 the County and leased for surface parking at the intersection of North 6<sup>th</sup> Street and  
128 West State Street; and

129  
130 WHEREAS, the scope of Phase II of the County Courthouse Planning Program  
131 consists of verifying space needs for functions other than courtroom and related support  
132 spaces, recommending appropriate space planning, and potential re-use of all or a  
133 portion of the Public Safety Building, and swing space scenarios, and investigating  
134 potential siting options for new facilities; and

135

136 WHEREAS, potential ownership model options for the County Criminal  
137 Courthouse and swing space include both County ownership and leasing, and the swing  
138 space requirements for court functions would not be suitable in typical office building  
139 layouts and will require significant alterations and improvements; and  
140

141 WHEREAS, the County Criminal Courthouse will require substantial investment  
142 by the taxpayers in the form of amortized financing, potentially including public financing  
143 or private financing through a public-private partnership delivery method, or some  
144 combination thereof; and  
145

146 WHEREAS, commonly utilized project delivery methods available to the County  
147 include design-bid-build, design-build (with State approval), public-private partnership,  
148 and Construction Manager At Risk; and  
149

150 WHEREAS, the County Courthouse Planning Program has been and will remain  
151 in alignment with the County capital project policies; and  
152

153 WHEREAS, the County Courthouse Project Final Report, dated February 8,  
154 2016, and prepared by HGA, Justice Planning Associates, Inc., and IBC Engineering  
155 Services, Inc., recommended Option 1B, with an estimated conceptual cost of \$184  
156 million, for the construction of a new Criminal Courthouse on the existing site of the  
157 Safety Building, which does not include other potentially significant costs, such as swing  
158 space costs, relocation and tenant improvement costs, and improvements to the  
159 Historic Courthouse; and  
160

161 WHEREAS, no funding for the implementation of Option 1B is being requested at  
162 this time because the conceptual cost estimate for the demolition of the Safety Building  
163 and construction of the new Criminal Courthouse will be refined as a part of Phase III of  
164 the Courthouse Complex Planning Program; and  
165

166 WHEREAS, the Committee on Transportation, Public Works, and Transit, at its  
167 meeting of November 30, 2016, recommended adoption of this resolution as amended  
168 (vote 4-1); now, therefore,  
169

170 WHEREAS, the Milwaukee County Board of Supervisors, at its meeting of  
171 February 2, 2017, referred File No. 16-673 to the Committee on Transportation, Public  
172 Works, and Transit (vote 18-0); and  
173

174 WHEREAS, the Committee on Transportation, Public Works, and Transit, at its  
175 meeting of March 8, 2017, recommended adoption of File No. 16-673 (vote 3-1); now,  
176 therefore,  
177

178 BE IT RESOLVED, the Facilities Management Division, Department of  
179 Administrative Services, is responsible for the Courthouse Complex Planning Program,  
180 and shall develop implementation strategies to recapitalize the Complex as part of  
181 Phase III; and

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BE IT FURTHER RESOLVED, the Public Safety Building should be, at a minimum, substantially demolished; and

BE IT FURTHER RESOLVED, criminal court functions shall ultimately be relocated to a new Criminal Courthouse, to be constructed at the site of the existing Public Safety Building; and

BE IT FURTHER RESOLVED, the Historic Courthouse should be improved to realize the Phase I strategic goals of safety, security, and highest and best use; and

BE IT FURTHER RESOLVED, the Vel R. Phillips Juvenile Justice Center should continue operating in its current location and manner for the foreseeable future, however, this does not eliminate future relocation planning when directed by Milwaukee County (the County) leadership, but establishes priorities regarding this specific program towards the Complex and its higher priority needs; and

BE IT FURTHER RESOLVED, the existing maintenance requirements of the Historic Courthouse and Public Safety Building will continue to require extensive funding for the safety and security of the building occupants until the Complex is recapitalized; and

BE IT FURTHER RESOLVED, Phase III of the County Courthouse Planning Program, budgeted for \$500,000 in the 2017 Capital Improvements Budget and likely to extend through 2018, shall include recommendations for the appropriate space programming, swing space coordination, ownership, financing, and project delivery method strategies, as well as long-term operation and maintenance requirements to facilitate sustainable occupancy of the new Criminal Courthouse; and

BE IT FURTHER RESOLVED, conceptual costs for implementing the County Courthouse Planning Program, such as construction of a new Criminal Courthouse, real estate and move management, swing space acquisition and coordination, and improvements to the Historic Courthouse, will be developed at the highest priority in Phase III of the County Courthouse Planning Program; and

BE IT FURTHER RESOLVED, Phase III of the County Courthouse Planning Program shall include assistance from a broad based group of consultants including those with expertise in judicial planning, communications, architecture, engineering, construction, and real estate, with experience in planning for and design of public municipal facilities, specifically courts, of a similar size while maintaining continuity of operations; and

BE IT FURTHER RESOLVED, the scope of Phase III of the County Courthouse Planning Program shall include the following detailed tasks:

- Validate essential and preferred operating adjacencies from Phases I and II.

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- Define short and long-term reuse scenarios for the Historic Courthouse, based on its highest and best use.
- Define short and long-term administrative space needs that exceed the Criminal Courthouse and Historic Courthouse capabilities to support.
- Develop scenarios for interim and permanent relocation of Public Safety Building occupants.
- Develop scenarios for interim and permanent relocation of Historic Courthouse occupants, as required to facilitate the highest and best use of the Historic Courthouse.
- Investigate potential permanent and temporary (swing space) locations for identified components (may include site visits with judicial officers or others).
- Continue research and recommend new Criminal Courthouse ownership, financing, and project delivery method strategies.
- Refine conceptual cost ranges for demolition of the Public Safety Building, construction of a new Criminal Courthouse, real estate and move management, swing space acquisition and coordination, and improvements to the Historic Courthouse.

; and

**BE IT FURTHER RESOLVED**, the 2017 Phase III effort of the County Courthouse Planning Program may competitively seek and retain a consultant who will finalize develop options for the Courthouse Complex master space plan to present to the Milwaukee County Board of Supervisors for review and approval and develop implementation strategies and options to present to the Milwaukee County Board of Supervisors for review and approval; and

**BE IT FURTHER RESOLVED**, that throughout the duration of the process for the Courthouse Planning Program, and in its completion, the Milwaukee County Courthouse Complex will continue to exist as a publically owned asset.

srb  
03/23/17  
S:\County Board Files\County Board 2017\Engrossed Resolutions & Ordinances\March 23\16-673.docx

**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	<b>CONTRACT TYPE</b> Professional Service - Operating Professional Service - Capital      X Purchase of Service Preliminary      Final
---	--

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DAS - FACILITIES MANAGEMENT	115	1151

**VENDOR INFORMATION**

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.

NAME OF VENDOR	ADDRESS
Venture Architects	215 North 25th Street Milwaukee, WI 53233

TAX I.D. NO.	EFFECTIVE DATES: begin date      end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	04/24/17      12/31/17	8		\$ 320,008.00

**ACCOUNTING INFORMATION**

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/Amendment
2017		1750	120	1750			6146	WC148011			\$ 320,008.00

**PURPOSE OF CONTRACT**

Courthouse Complex Planning Phase III (WC14801)

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

If YES, give County Board File No. 16-673 Date Approved 03/23/17

If NO, why is County Board approval not required? WIS. STATS. 59.17(2)(b)(3) & 59.52(6)

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

Is Vendor a certified professional service DBE?       YES     NO

Courtney D. Hardy     

Clerical Specialist  
Title

Prepared By      Date

*[Signature]*     

Director of Facilities Planning & Development  
Title

Signature of County Administrator      Date



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**ATTACHMENTS**

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B. MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT  
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D. CONSULTANT INVOICE FORMS (FORMS D-1,2 & 3 – BY OWNER;  
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E. INSURANCE CERTIFICATES & PROOF OF FINANCIAL RESPONSIBILITY  
(BY CONSULTANT & SUBCONSULTANTS) ..... E

F. MILWAUKEE COUNTY "TBE" FORMS  
(BY PRIME CONSULTANT) .....

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

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

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

J. SUBCONSULTANT COMPLIANCE CERTIFICATION (BY EACH SUBCONSULTANT) ..... J

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L. SIGNATURE PAGE ..... L-1 TO L-2

**THIS AGREEMENT**, entered into 02 day of MAY 20 17  
this \_\_\_\_\_

between MILWAUKEE COUNTY, (hereinafter designated as "MILWAUKEE COUNTY" or "OWNER"), and

**VENTURE ARCHITECTS**

(hereinafter designated as "CONSULTANT"), is subject to the following conditions.

**1. GENERAL CONSULTANT**

1.1 The Consultant shall provide Professional Architectural and/or Engineering Services for the various phases of the Project, as may be authorized, in accordance with the terms and conditions of this Agreement.

1.2 The CONSULTANT shall designate in the space provided below one principal of the firm responsible to OWNER and available to answer questions, make decisions, and bear full responsibility for the Project.

JOHN H. CAIN, AIA | Principal In Charge is designated principal.

**2. PROJECT SCOPE**

2.1 Work within the scope of this Agreement shall include the tasks and objectives set forth in the OWNERS Request for Proposal ("RFP"), which is incorporated herein by reference, the CONSULTANTS Scope of Work (see **Attachment "A"**), and any Addenda, on a Lump Sum Basis with Reimbursable Expense if required as outlined in this Agreement.

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

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

**REFER TO SECTION 19. ADDENDUM**

- .1
- .2
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- .6
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**3. BASIC SERVICES**

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

**3.1 General Consultant Services**

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

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

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

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

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

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

**3.2 Performance Time**

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

**REFER TO SECTION 19. ADDENDUM**

- .1 \_\_\_\_\_
- .2 \_\_\_\_\_
- .3 \_\_\_\_\_
- .4 \_\_\_\_\_

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

**3.3 Record Documents**

See **Attachment "H"**.

**3.4 Subconsultant Services**

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

**3.4.1 CONSULTANT shall:**

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

**3.4.2 Subconsultants employed shall be engaged in conformance with the following:**

- .1 Obtain OWNER's written approval for the hiring of each proposed subconsultant to be used in performance of the contractual obligations under this Agreement. Milwaukee County's Project Manager will indicate such approval and/or rejection on **Attachment "I"**.
- .2 Within five (5) days of the above approval, subconsultant shall execute **Attachment "J"**, binding subconsultant to the terms and conditions of this Agreement including the Audit and Inspection of Records requirements.
- .3 Milwaukee County will not approve as a subconsultant a person connected with a firm manufacturing, selling, or installing material or equipment that is or may be included in Project.
- .4 Approved subconsultants shall also complete **Attachment "B"** (Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule) for potential additional services to be requested at a later date.

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

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

**3.5 Additional Services**

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

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

- 3.5.1** If OWNER and CONSULTANT agree that the performance of this Agreement requires representation at the construction site in addition to that described in Paragraph 3.6.2, then CONSULTANT shall provide one or more Project Representatives to assist in carrying out of such additional on-site responsibilities.
- .1 Through the observations by such Project Representatives, the CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in work, but furnishing such project representation shall not modify rights, responsibilities or obligations of CONSULTANT as described elsewhere in this Agreement.
- 3.5.2** Making revisions in Drawings, Specifications or other documents when such revisions are:
- .1 The result of a change by OWNER from a previous instruction or approval given by the OWNER, including revisions made necessary by adjustments in OWNER's program or Project budget;
- .2 Required by enactment or revision of codes, laws or regulations subsequent to preparation of such documents; or
- .3 Due to changes required as a result of OWNER's failure to render decisions in a timely manner.
- 3.5.3** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, OWNER's schedule or method of bidding and contracting for construction.
- 3.5.4** Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.
- 3.5.5** Providing services made necessary by the default of a contractor, by major defects or deficiencies in the work of a contractor, or by the failure of performance of either the OWNER or a contractor under contract for construction.
- 3.5.6** Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where CONSULTANT is party thereto or as exempted by Paragraph 4.3.1.
- 3.5.7** Providing services to apply for and obtain code variances, if necessary.
- 3.5.8** Provide an inventory and placement of OWNER's existing furniture and equipment.
- 3.5.9** Providing other services as requested by the OWNER.
- 3.6 Reimbursable Expenses**
- See **Attachment "C"** for specific description of reimbursable expenses. Reimbursable expenses are limited to those not included in the CONSULTANTS and/or subconsultants' "Overhead Factor".

3.6.1 The allowance for all reimbursables for the project shall not exceed as follows per TASK

TOTAL REIMBURSABLE EXPENSES (TASK A and TASK B)

ACTUAL COST

\$ 8,800

( Eight Thousand Eight Hundred Dollars and No Cents )

4. **COMPENSATION (applicable to both CONSULTANT and subconsultants)**

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

4.1.1 The Basic Services Compensation Total for the project for the CONSULTANT including all subconsultants shall be as follows per TASK:

BASIC SERVICES (TASK A and TASK B): COURTHOUSE COMPLEX MASTER SPACE PLAN (Include services of all needed subconsultants) (not including Reimbursable Expenses for Task A and Task B)

ACTUAL COST – "NOT TO EXCEED" FEE:

\$ 311,208

( Three Hundred Eleven Thousand Two Hundred Eight Dollars and No Cents )

4.2 **Additional Services Rate Itemization**

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

On **Attachment "B"** list staff by name, including clerical staff, who will be assigned to the Project.

"Overhead Rate" (Overhead Factor less profit) contained within the Overhead Factor submitted by CONSULTANT and each subconsultant shall be Federal Acquisition Regulation ("FAR") (48 CFR 1-31) audit certified. Provide a copy of the most recent auditor's report for each rate.

If CONSULTANT or subconsultant does not possess a FAR audit certified rate then each shall submit as **Attachment "B-2"** their proposed rate, for the fiscal year, with identification of the accounting method used and certification that the proposed rate contains only those indirect costs proper and appropriate for the type of professional services sought by this Agreement. It is understood and agreed that no direct charge will be made for labor or expenses included in the Overhead Factor.

"Overhead Factor" and the "Principal's Flat Rate" shall include but are not limited to reimbursement of the following:

- Social Security
- Vacation, Holiday & Sick Pay
- Pension & Personal Insurance Plans
- Local Telephone & Fax Service
- Insurance
- Postage & Shipping (see "C-2")
- General Office Expenses
- Dues & Subscriptions
- Profit
- Registration Fees
- Legal & Accounting Expenses
- Auto Expenses, Parking

- Taxes
- Office & Drafting Supplies
- Repairs & Maintenance
- Selling Expense
- Office Rental
- General Advertising
- Office Utilities
- Travel Costs to locations within a 100 mile radius of Milwaukee
- Meals
- Use of Gadd Equipment and Systems (including drawing plots)
- Miscellaneous Overhead

For personnel changes during the term of this Agreement submit a new **Attachment "B-1"** within sixty (60) days of adding or deleting staff used or permanent classification changes. In case of added personnel or classification changes, the new "Direct Salary Rate/Hour" will not increase more than 10 percent (10%) above the rate previously listed for the specific classification being replaced.

#### 4.3 Payment for Approved Additional Services

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

##### 4.3.1 Non-Reimbursable Costs and Services

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

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

## 5. PAYMENTS

Payments to CONSULTANT for services shall be made as follows:

- 5.1 Monthly invoices: **Attachments "D-1" & "D-2"** for "Basic Services Compensation" and **Attachments "D-1", "D-2" and "D-3"** for approved "Additional Services". All costs submitted on these attachments shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to the Agreement. Except for documentation specifically required by the attachments, all other supporting documentation shall not be submitted but shall be clearly identified and readily accessible as specified herein under Section 9, AUDIT AND INSPECTION OF RECORDS.
- 5.1.1 Bill each individual annual project or requested service separately following the format of OWNER's **Attachments "D-1" though "D-3"** not more than once monthly or when project CONSULTANT service is complete. Each billing shall be for not less than \$500, except for the final billing for an amount due.

**5.2 Monthly Invoices and Retainage**

OWNER will make payments to CONSULTANT within thirty (30) days of invoice approval on the basis of monthly billings prepared by the CONSULTANT and approved by the OWNER. Payments will be made on the basis of ninety five percent (95%) of the approved statement. No retainage, however, shall be withheld for reimbursable expenses.

**5.3 Progress Payment limitations**

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

**REFER TO SECTION 19. ADDENDUM**

- Phase 1: ..... Percent ( )
- Phase 2: ..... Percent ( )
- Phase 3: ..... Percent ( )
- Phase 4: ..... Percent ( )

**5.4 Final Payment**

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

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

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

**5.4.3 Upon notification from OWNER to the CONSULTANT that the obligations under this Agreement**

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

**6. DISPUTE RESOLUTION**

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

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

7. **CONSULTANTS RESPONSIBILITY**

7.1 **Insurance & Proof of Financial Responsibility for Claims**

Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort as respect damage to persons or property and third parties in such coverage and amounts as required and approved by the County Risk Manager. Furnish acceptable proof of such coverage to the County Risk Manager prior to services commenced under this Agreement.

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

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

- 7.1.2 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.
- 7.1.3 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.
- 7.1.4 Submit certificate of insurance and endorsements for review to OWNER for each successive period of coverage for duration of this Agreement.
- 7.1.5 The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the OWNER's Risk Manager.
- 7.1.6 Required certificates and endorsements shall be part of **Attachment "E"**.

**7.2 Professional Liability - Additional Provisions**

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

**7.3 Compliance with Governmental Requirements**

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

**7.4 Indemnity**

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

**7.5 Conflict of Interest**

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

**7.6 Cost and Scheduling**

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

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

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

Concurrent with each monthly invoice the CONSULTANT shall submit an "Earned Value" spreadsheet in the same format as described above. This spreadsheet shall identify project cost

and value earned through the date of each invoice. A pay application will not be accepted for payment processing without an appropriate and accurate identification of earned value on this spreadsheet. Each "Earned Value" spreadsheet shall correspond and agree with the project schedule updates required in **Attachment "G"**.

**8. OWNERS RESPONSIBILITIES**

- 8.1 OWNER will provide information regarding the requirements for the Project which will set forth OWNER's objectives, schedule, constraints and criteria.
- 8.2 OWNER will designate a representative authorized to act on the OWNER's behalf with respect to the Project. The OWNER or such authorized representative shall render, in a timely manner, decisions pertaining to documents submitted by the CONSULTANT.
- 8.3 OWNER will furnish surveys required by the Project, and not otherwise provided in the CONSULTANTS proposal, describing physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. Surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; utility services and lines, both public and private, above and below grade, including inverts and depths. Survey information will be referenced to the project benchmark.
- 8.4 OWNER will furnish the services of geotechnical engineers when such services are requested by the CONSULTANT.
- 8.5 OWNER will furnish structural, mechanical, and other laboratory and environmental tests, required by law or the Contract Documents.
- 8.6 OWNER will give prompt written notice to CONSULTANT if OWNER becomes aware of a fault or defect in the Project or CONSULTANT's nonconformance with the Contract Documents.
- 8.7 OWNER will utilize a consultant grading procedure for CONSULTANT's performance on each Milwaukee County project. The Project Manager will grade CONSULTANT's performance and share preliminary grading with the CONSULTANT. CONSULTANT will have an opportunity to review and comment on the performance report. The final report along with CONSULTANT comments will become part of the Project file and will also be added to a database tabulating all such performance ratings (see **Attachment "K"**).

**9. AUDIT AND INSPECTION OF RECORDS**

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

**10. OWNERSHIP OF DOCUMENTS**

**10.1** Upon completion of the Project or upon termination of this Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that CONSULTANT has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by CONSULTANT under this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the OWNER (see **Attachment "H"**).

No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

**10.2** CONSULTANT further understands that oral and written communications with OWNER regarding CONSULTANT'S services under this Agreement are confidential. No aspect of CONSULTANT'S services may be discussed with any individual or organization other than OWNER, unless CONSULTANT receives prior written authorization from OWNER for such discussion.

**10.3** If CONSULTANT'S services are terminated prior to completion of the Project, OWNER will indemnify and hold CONSULTANT and CONSULTANT's subconsultants harmless for costs or claims for damages arising out of use the of incomplete documents, interpretation, revision, alteration, or omission to the documents which are not made by CONSULTANT or subconsultants . Should OWNER reuse documents, created by CONSULTANT, the seals and certifications of CONSULTANT and subconsultants shall be invalid, shall not be used and shall be deleted and OWNER will indemnify and hold CONSULTANT and CONSULTANT'S subconsultants harmless for cost or claims for damages arising out of the reuse of the documents.

**11. EQUAL EMPLOYMENT OPPORTUNITY**

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

**11.1.1 Non-Discrimination**

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

**11.1.2 Affirmative Action Program**

- .1 CONSULTANT shall strive to implement principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the use of women, minorities, and persons with disabilities and other protected groups, at all levels of employment in all divisions of CONSULTANT's work force, where these groups may have

been previously under-used and under-represented.

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

**11.1.3 Affirmative Action Plan<sup>1</sup>**

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

Indicate where filed	The Office of Federal Contract Compliance Programs, the State of Wisconsin	and the year covered	2015- OCT-21 to 2017- OCT-21

- .2 The CONSULTANT shall require lower-tier subcontractors who have fifty (50) or more employees to establish similar written affirmative action plans.

**11.1.4 Non-Segregated Facilities**

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

**11.1.5 Subconsultants**

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

**11.1.6 Reporting Requirement**

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

**11.1.7 Employees**

CONSULTANT shall certify that **(105)** employees are in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee, and Washington, Wisconsin) and that it has **(106)** employees in total.

**11.1.8 Compliance**

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

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<sup>1</sup> Venture Architects is a wholly owned subsidiary of Zimmerman Architectural Studios, Inc. Therefore our Affirmative Action Plan has been filed under the Zimmerman Architectural Studios, Inc. name.

**12. TERMINATION OF AGREEMENT**

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

**13. SUCCESSORS AND ASSIGNS**

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

**14. APPLICABLE LAW**

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

**15. INDEPENDENT CONTRACTOR**

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

**16. PROHIBITED PRACTICES**

- 16.1 CONSULTANT during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of CONSULTANT, has a conflict of interest with Milwaukee County.
- 16.2 CONSULTANT hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

**17. EXTENT OF AGREEMENT**

- 17.1 This Agreement represents the entire and integrated Agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be superseded by provisions of contracts for design or construction and may be amended only by a written instrument signed by both the OWNER and the CONSULTANT.

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



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

### 18. TARGETED BUSINESS ENTERPRISE (TBE)

#### TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

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

#### PROPOSAL CONSIDERATIONS

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



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## FOLLOWING CONTRACT AWARD

7. The County reserves the right to conduct compliance reviews and request, both from you and your subs, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract terms. If you fail to take corrective action as directed, the County may take one or more of the following actions:
  - a. Terminate or cancel your contract, in whole or in part;
  - b. Remove you from the list of qualified consultants, and refuse to accept future proposals from you for a period not to exceed three (3) years;
  - c. Withhold contract payments to cover shortfall; and/or
  - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
8. You must submit copies of the executed subcontract agreement(s) for each of the sub-consultants listed on the contract. REQUESTS FOR PAYMENT WILL BE DELAYED IF NOT SUBMITTED.
9. If the TBE(s) cannot perform, or any other issues arise, you must immediately contact CDBP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE consultants are also required to notify and obtain approval from the County prior to subletting work.
10. The Prime will record payments received from the County and payments made to sub-consultants directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the invoice work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for DBE firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.

**PROJECT TITLE:** Courthouse Complex Planning Phase III

**PROJECT LOCATION:** Various locations in Milwaukee County

**PROJECT NO.:** WC14801

**ARTICLE 19. ADDENDUM**

**Revise Article 2 – Project Scope, Sub-paragraph 2.12, as follows:**

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

.1 Task A – Courthouse Complex Master Space Plan December 31, 2017

.2 Task B – Implementation Strategies June 30, 2018

**Revise Article 3 – Basic Services as follows:**

**Insert Paragraphs 3.2 and 3.3. Renumber the remaining paragraphs in Article 3 accordingly:**

**3.2 TASK A - Courthouse Complex Master Space Plan**

**3.2.1** Prepare master space plan document for the Milwaukee County Courthouse Complex, for review and approval by the project advisory group and the County Board.

**3.2.1.1** Validate essential and preferred operating adjacencies from Phases I and II.

**3.2.1.1.1** Meet with County departmental staff as required to confirm space needs and adjacencies identified in Phases I and II.

**3.2.1.1.2** Verify with judicial experts and community organizations that Milwaukee County is developing a program consistent with the future of criminal justice operations as well as developing a criminal justice facility that will support the future needs of the First Judicial District.

**3.2.1.1.3** Hold two publicly-noticed community engagement meetings to gather input prior to recommending a master space plan to the County Board of Supervisors.

**3.2.1.2** Define a minimum of three scenarios for both short-term and long-term reuse for the Historic Courthouse, based on its highest and best use. These scenarios will likely be adaptations of the Phase II scenarios presented utilizing input from both Phase II and the consultant's work on Phase III.

**3.2.1.3** Define short and long-term administrative space needs that exceed the support capabilities of the Historic Courthouse, Criminal Justice Facility, and potential new Criminal Courthouse.

**3.2.1.4** Develop a minimum of three scenarios for short and long-term relocation of Public Safety Building occupants; to include the full functionality of the criminal courtrooms.

**3.2.1.4.1** All of the scenarios must include relocation of Public Safety Building occupants in order to be able to raze the facility.

**3.2.1.4.2** This process may require recommending all criminal courtrooms are co-located in swing space or the Historic Courthouse for execution of the master space plan as an interim solution.

**PROJECT TITLE:** Courthouse Complex Planning Phase III

**PROJECT LOCATION:** Various locations in Milwaukee County

**PROJECT NO.:** WC14801

- 3.2.1.4.3 If the Historic Courthouse is utilized for criminal court functions temporarily; recommendations regarding other branches of Courts to be located in swing space will be required.
- 3.2.1.4.4 Extensive discussions with the First Judicial District will be required to coordinate and recommend which branch utilizes off site swing space. All functions of the First Judicial District shall remain fully operational throughout the master space plan implementation to be considered feasible.
- 3.2.1.4.5 A fiscal analysis should be completed in coordination with the First Judicial Court to analyze the effect of moving one branch over another.
- 3.2.1.5 Develop a minimum of three scenarios for both short and long-term relocation of Historic Courthouse occupants, as required to facilitate the highest and best use of the Historic Courthouse.
- 3.2.1.6 Investigate potential swing space locations for displaced County tenants (may include site visits with judicial officers or others). Numerous swing space locations should be reviewed to ensure the greatest flexibility in developing a plan. Important factors should include adjacency to downtown, need for new construction or low/high cost tenant improvements, re-utilization of existing or newly constructed County owned facilities, use of purchased or leased facilities.
- 3.2.1.7 Prepare a report documenting the master space plan, including graphical representations of recommended short and long-term locations of all County Departments, including those that must be moved off site to a County administrative site.
  - 3.2.1.7.1 Graphics should include, but are not limited to, floor plans, axonometrics, renderings, site plans, and any other innovative solutions to convey the proposed plan.
  - 3.2.1.7.2 Provide preliminary and final drafts of master space plan for review and comment by County staff.
  - 3.2.1.7.3 Attend and participate in up to three meetings with project advisory group to present preliminary draft and final draft of the master space plan.
  - 3.2.1.7.4 Meet with County staff to review draft comments, and incorporate as agreed.
  - 3.2.1.7.5 An interim update mid-project to the Milwaukee County TPWT Committee may be required to provide the TPWT Committee an opportunity to consider the results of the master space plan prior to voting on it at a future meeting.
  - 3.2.1.7.6 Attend and participate in presentation of final master space plan to Milwaukee County TPWT Committee at least one time.

### **3.3 TASK B - Implementation Strategies**

- 3.3.1 Following County Board approval of the master space plan, prepare implementation strategies to execute the master space plan.
  - 3.3.1.1 Continue research and recommend new Criminal Courthouse ownership, financing, and project delivery method strategies (a minimum of three each). Each implementation strategy should reach a final total of County owned and financed dollars, external funding, County bonding requirements, etc.

**PROJECT TITLE:** Courthouse Complex Planning Phase III

**PROJECT LOCATION:** Various locations in Milwaukee County

**PROJECT NO.:** WC14801

**3.3.1.2** Refine conceptual cost ranges for demolition of the Public Safety Building, construction of a new Criminal Courthouse, real estate and move management, swing space acquisition and coordination, improvements to the Historic Courthouse, and other potential operational costs.

**3.3.1.3** Prepare a report documenting three implementation strategies, and provide a recommendation based on the County's fiscal capabilities

**3.3.1.3.1** The implementation strategies should vary in terms of investment aggressiveness, timing, and ownership.

**3.3.1.3.2** The total program (entire implementation strategy) should include recommendations for owner's representation (program management), team structure, governance, policy adherence or change requirements, as well as possible State legislative change needs.

**3.3.1.3.3** Provide preliminary and final drafts of report for review and comment by County staff.

**3.3.1.3.4** Meet with County staff to review draft comments, and incorporate as agreed.

**3.3.1.3.5** An interim update mid-project to the Milwaukee County TPWT Committee may be required to provide the TPWT Committee an opportunity to consider the results of the implementation strategies prior to voting on it at a future meeting.

**3.3.1.3.6** Attend and participate in presentation of implementation strategies to Milwaukee County TPWT Committee at least one time.

**Revise Paragraph 3.4, Performance Time, as follows:**

**3.4 Performance Time**

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

- .1 TASK A - Courthouse Complex Master Space Plan December 31, 2017
- .2 TASK B - Implementation Strategies June 30, 2018

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

**Revise Article 5 – Payments, Paragraph 5.3, as follows:**

**5.3 Progress Payment limitations**

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

- TASK A - Courthouse Complex Master Space Plan..... Sixty-Six Percent (66%)
- TASK B - Implementation Strategies ..... Thirty-Four Percent (34%)

## G. PROJECT APPROACH

### OVERVIEW

The Milwaukee County Courthouse Facilities Plan III is to identify a consolidated, redesigned space for the people working in and served by Milwaukee County Courts; and to identify the highest and best use and the facility needs of the Milwaukee County Courts and other court related departments and functions.

We understand that the intent of this study is to be performed in accordance with the findings and recommendations from Phase I and Phase II, and is expected to make specific recommendations related to implementation strategies including ownership, financing, and delivery methods that can be incorporated into future year Capital budgets.

Additionally, this step follows the completion of the partial Countywide Space Allocation Analysis completed by Continuum in 2009 which identified significant deficiencies, in both quantity and appropriateness of space, in the existing County Courthouse; deficiencies that will be made more acute by the growth that is anticipated for the County's future needs.

This further follows the recent program work done that serves as the basis for the study continuance.

The Venture Architects' team will take a pragmatic approach to meeting the requirements of this project, as outlined within your RFP. The project is laid out in specific tasks, and the Venture Architects' team is assigning its personnel per those specific requests. In summary, we see the project divided into the following general categories:

- Validation of previous study work
- Expansion into multiple scenarios
- Move and phasing advisory
- Implementation strategies

The facilities are further classified as court specific and other county functions. Venture Architects will be leading the overall effort and specifically on the non-court related functions, while HOK will be focused on the court related functions. Each team will employ a team leader that will run their portion of the tasks, reporting to Venture Architects. Regardless of which element of the team is performing tasks, cost control, quality, efficiency and effectiveness will be the driving factors behind all activities.

### TASK A - THE COURTHOUSE COMPLEX MASTER SPACE PLAN

The Venture Architects team will assemble its top planners and carefully review all of the previous work produced. The team will conduct a comprehensive review workshop to be certain we're capturing all relevant information and get opinions from the stakeholders and team leadership.

We'll convert this information into graphic representations of test fits and adjacencies. These various schemes will be reviewed with the core team and these elements will be formed into three formal approaches. Our understanding of courts and how they're implemented in the built environment will allow us to quickly determine schemes that are viable and can meet the county's needs. Further, we'll employ our knowledge of courts trends to help envision the future needs of each department and plan for that effective growth.

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In light of the work previously completed for the county, our task will be to verify the programmatic and planning assumptions and refine them in the context of a final program.

This Phase includes site evaluation, conceptual site study, site master planning, program validation/confirmation, the development of a preliminary building concept, and the evaluation of the type of materials and methods of construction to be used.

Specific elements include:

- **PRE-PLANNING**  
Define general scope / schedules / activities / responsibilities.
- **EXISTING CONDITIONS**  
Onsite review of existing systems and site conditions.
- **TESTING AND DOCUMENTATION**  
Site survey, utilities, etc.
- **PROGRAM VALIDATION**  
Review and confirm as to assumptions; develop room data sheets that confirm the size and shape of the space, its adequacy for its intended purpose and finishes; and estimated costs.
- **DEVELOP BLOCKING/STACKING CONCEPT**  
Include “footprint” appropriateness, circulation, existing facility linkage, and overall site master plan approach.
- **SYSTEMS, EQUIPMENT AND COMPONENTS OF CONSTRUCTION**  
Evaluate and select requisite levels appropriate to project goals.
- **BUDGET**  
Develop preliminary cost estimates.

Clearly, this task requires an eye towards long term planning, but also short term phasing and planning, to have the judicial system continue to operate efficiently throughout future transitions. Our team will work closely with you in evaluating these options, establishing budgets and integrating them into the overall plan.

The culmination of the task will be a graphically clear and rich report that will be shared and communicated with stakeholders and the public. Our team will assist in these communications efforts, both in providing work materials and in the actual presentations.

### **TASK B - IMPLEMENTATION STRATEGIES**

Implementation Strategies would be the next phase in taking this information, refining to recommended options and truly mapping out the entire project. Gilbane will be leading this effort for our team. They have individuals that have experience in project management, budgeting, construction implementation, program management and governance, and will work with the county to build comprehensive plans that identify costs, schedules and achievable outcomes.

A major component related to Task B is the identification of financing options including P3 concepts. Both Gilbane and HOK have relevant expertise in this growing approach to completing public projects in a cost-effective approach.

## **PROJECT MANAGEMENT**

All of these tasks will be reported through an effective project management approach that will be led by Venture Architects. It will be supported by complete and thorough notes, timely meeting minutes, technology based communications methods and ownership of the logistics of the project. This includes a dedicated project manager that will be at required meetings and manage our entire team's efforts in participating.

## **STUDY BACKGROUND**

In preparation for our submittal, we have reviewed the previous documents and have identified the following key highlights.

### **COMPREHENSIVE FACILITIES PLAN**

#### **CONSULTING REPORT**

February 11, 2013

- Core Campus is to be retained and strengthened for continued occupancy.
- Future planning should incorporate Space Allocation Best Practices to increase space usability.
- Building Inspection. Historic Courthouse and Public Safety Building will require major building infrastructure upgrades if expected to be re-used.

### **MILWAUKEE COUNTY COURTHOUSE PROJECT**

#### **FINAL REPORT (PHASE I)**

February 8, 2016

- Report presented three Strategic Goals.
  - Highest and best use.
  - Improve public safety
  - Improve public service
- Recommendations for highest and best use include:
  - Reuse of historic Courthouse for non- criminal courts functions.
  - Development of a new Courthouse for criminal courts and associated functions.
- Two scenarios for the new Courthouse.
  - Maximum scenario (\$213 million)
  - Minimum scenario ((\$184 million) – recommended
- Review of Milwaukee County Judicial System statistics and recommendations.
- Development of space standards for court facilities.
- Analysis of existing space conditions for court facilities.
- Next steps.

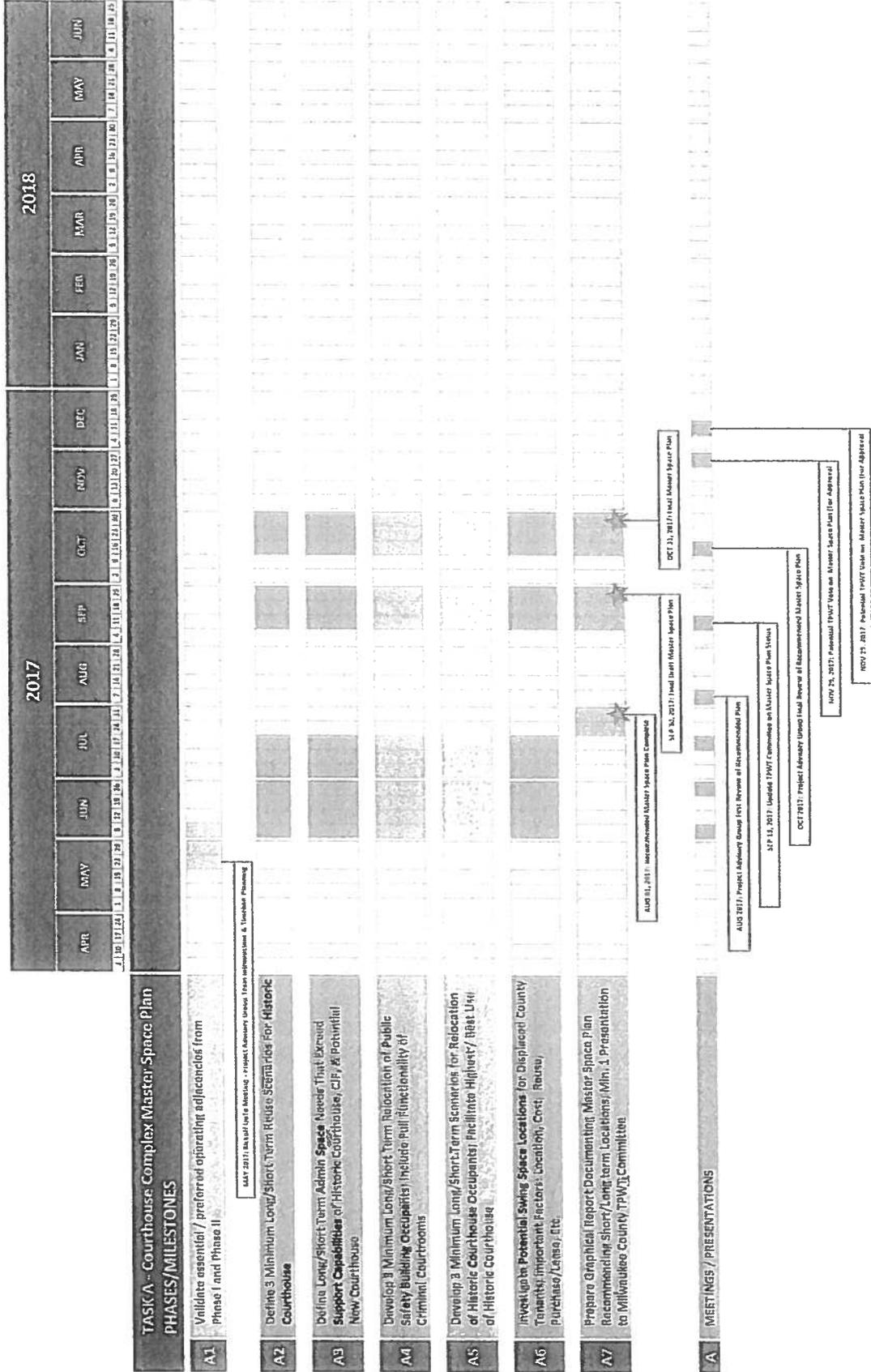
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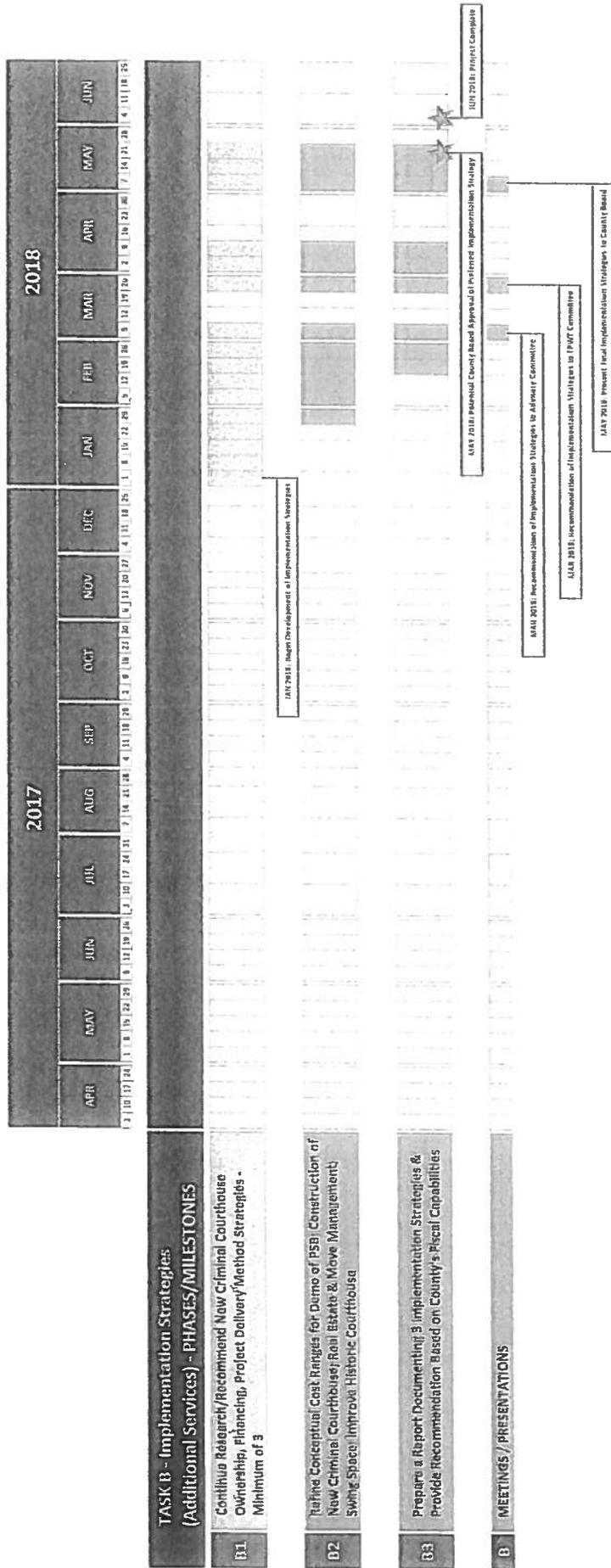
### **MILWAUKEE COUNTY COURTHOUSE PROJECT FINAL DRAFT REPORT (PHASE II)**

January 16, 2017

- Report focused on the non-court functions found in the historic Courthouse, Public Safety Building, and 633 W. Wisconsin Avenue.
- Detailed space programming and analysis for 40 non-court departments using Space Allocation Best Practices.
- Development of four blocking and stacking scenarios incorporating a new Criminal Courthouse, reuse/renovation of the historic Courthouse, and use of a new building/leasable space. No recommendations.
- Brief discussion related to a swing space concept.
- Brief discussion related to not reusing the Public Safety Building.
- Brief discussion related to vacant site options.

## H. SCHEDULING





I. CONSTANT EFFORT

ARCHITECTURE				COST ESTIMATING DEVELOPER				TBE PARTNERS												
VENTURE ARCHITECTS				HOK				GILBANE, INC.				A&A JS, LLC				JCP CONSTRUCTION				
Principal/In Charge	Lead Designer	Senior Designer	Senior Architect	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	Senior Planner	
John H. Cain	Kate M. Gern	Wendy J. Schmitz	Steven K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider	Robert K. Schneider
\$120	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85

March 10, 2017

Billable Hourly Rates

TASKS / TASKS	John H. Cain	Kate M. Gern	Wendy J. Schmitz	Steven K. Schneider	Robert K. Schneider																
(1) Validate essential/prioritized operating requirements from Phase I & II	13	4	14	4	16	8	20	16	8	4	4	4	4	4	4	4	4	4	4	4	4
(2) Define minimum B scenarios both long & short term for the historic Courthouse.	16	4	24	4	30	12	12	16	8	4	4	4	4	4	4	4	4	4	4	4	4
(3) Define short and long term within spaces that exceed support capabilities of existing and new facilities.	24	4	24	4	24	16	16	16	8	4	4	4	4	4	4	4	4	4	4	4	4
(4) Develop minimum B scenarios both long & short term relocation of PSB occupants	24	4	24	4	24	16	16	16	8	4	4	4	4	4	4	4	4	4	4	4	4
(5) Prepare report documenting master space plan both long & short term locations	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
(6) Investigate potential living space locations for displaced County tenants (may include site visits with judicial officers or others). Numerous living space locations should be reviewed to ensure the greatest flexibility in developing a plan. Important factors should include adjacency to downtown, need for new construction or low/high cost tenant improvements, re-utilization of existing or newly constructed County owned facilities, use of purchased or leased facilities.	16	4	20	4	20	16	16	16	8	4	4	4	4	4	4	4	4	4	4	4	4
(7) Prepare report documenting master space plan both long & short term locations	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4



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PHASE / TASKS	VENTURE ARCHITECTS				HOK				GILBANE, INC.				A&A	JS, LLC	JCP CONSTRUCTION			
	John H. Cain \$160	Franklin Charge \$85	Kate M. Glenn Team Liaison/Admin Support \$88	Wendy J. Schurz Space Planner \$111	Steven K. Schneider Project Designer \$265	Jeff Goodale Comms Project \$180	Robert Schwartz Senior Courts Planner \$245	Gerry Guerrero Security Planner \$180	Gregory Cook Courts Designer \$180	Adam Lehn Project in Charge \$150	Thomas Leonard Project Executive \$150	Alan Brooks Recommendation Manager \$150	Russell Brudick Design/Project Executive \$150	Shelanne Anderson Vendor/Construction Support \$180	Jennifer Studaker Administrative Support \$90	James Phelps Proposals in Charge \$180	Darrell Everett Project Manager/Estimator \$180	Lea Pfeiffer General Superintendent \$110
<b>March 10, 2017</b>																		
<b>PHASES / TASKS</b>																		
<b>TABLE 1 - Implementation Schedule (Additional Expense)</b>																		
<b>BASIC SERVICES - FOLLOWING COUNTY BOARD APPROVAL</b>																		
(1) Continue research & recommend new Criminal Courthouse ownership, financing, & project delivery method strategies (minimum of 5). Each implementation strategy should reach final total of County owned and financed, external funding, County bonding requirements, etc.	4																	
(2) Refine conceptual cost ranges for demolition of Public Safety Building, construction of new Criminal Courthouse, real estate & move management, wiring space acquisition & coordination, improvements to Historic Courthouse, and other potential operational costs.																		
(3) Prepare report documenting implementation strategies & provide recommendation based on the County's fiscal capabilities.																		
i. Implementation strategies should only in terms of new construction, renovation, and ownership																		
ii. Information for implementation strategy should include: ownership, financing, and ownership																		
iii. Information for implementation strategy should include: ownership, financing, and ownership																		
iv. Provide preliminary and final drafts of report for review and approval by County staff																		
v. Meet with County staff to discuss draft comments, and incorporate as needed																		
vi. The project committee on opportunity to consider the results of the implementation strategy prior to adoption at a future meeting.																		
vii. Attend and participate in presentation and business sit-down meetings in Milwaukee County Board Committee at Park Gate Park																		

PHASES / TASKS	ARCHITECTURE						COST ESTIMATING DEVELOPER						TBE PARTNERS																					
	VENTURE ARCHITECTS			HOK			GILBANE, INC.						A&A	JS, LLC	JCP CONSTRUCTION																			
	Principal in Charge	Team Leader/Admin Support	Space Planner	Andy J. Schultz	Steven K. Schneider	Project Designer	Jeff Goodale	Court Pennington	Robert Schwartz	Senior Courts Planner	Denny Guerrero	Security Planner	Gregory Cook	Court Designer	Adam Levan	Principal in Charge	Thomas Leonard	Project Executive	Allen Brooks	Preconstruction Manager	Russell Braddock	Independent Executive	Sherrone Anderson	Venue Support	Administrative Support	James Phelan	Principal in Charge	Daniel Hatcher	Project Manager/Estimator	Jana Phelps	General Superintendent			
\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11				
(1) Provide initial cost budget schedule of tasks within two weeks of task off meeting	4																																	
(2) Attend/participate in project task off meeting to confirm scope, schedule, budget, etc.	4																																	
(3) Provide ongoing project management services to maintain schedule & budget constraints	20																																	
(4) Provide weekly e-work written updates on status of scope, schedule, budget, etc.	4																																	
(5) Attend/participate in weekly project coordination meetings with architect Milwaukee County team staff and other project stakeholders. Provide & distribute agendas and meeting minutes for each meeting.	20																																	
(6) Coordinate project meetings with architect Milwaukee County staff. Prepare & distribute agendas, minutes, and meeting minutes for each project coordination meeting.	20																																	
<b>Phase Sub Total Hours:</b>	108	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11		
<b>Phase Sub Total Cost:</b>	\$17,280	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11		
<b>TASK B - REIMBURSABLE EXPENSES</b>																																		
Travel/Out-of-Town																																		
Miscellaneous Materials																																		
<b>TASK B Reimbursable Expense Total Cost:</b>																																		

<b>SUMMARY</b>	
<b>TASK A - Courthouse Complex Master Space Plan</b>	
Phase Total Hours:	1,434.00
Task A Total NTE Cost:	\$205,754
<b>TASK A - REIMBURSABLE EXPENSES</b>	
TASK A actual cost:	\$6,450
<b>TASK B - Implementation Strategies (Additional Service)</b>	
Phase Total Hours:	703.00
Task B Total NTE Cost:	\$105,454
<b>TASK B - REIMBURSABLE EXPENSES</b>	
TASK B actual cost:	\$2,350
<b>TOTALS</b>	
TASK A & TASK B Total Project Hours:	2,137.00
TASK A & B Sub Total NTE Cost:	\$311,208.00
Reimbursable Expenses actual cost:	\$8,800.00
<b>Total Project Cost:</b>	<b>\$320,008.00</b>

<b>FEES/%SERVICES</b>	
<b>VENTURE ARCHITECTS</b>	
Fee Amount:	\$74,478
Percentage of Total Services:	23.27%
<b>HOK</b>	
Fee Amount:	\$110,780
Percentage of Total Services:	34.62%
<b>GILBANE, INC.</b>	
Fee Amount:	\$58,700
Percentage of Total Services:	18.34%
<b>A&amp;A</b>	
Fee Amount:	\$33,000
Percentage of Total Services:	10.31%
<b>JS, LLC</b>	
Fee Amount:	\$25,200
Percentage of Total Services:	7.87%
<b>JCP CONSTRUCTION</b>	
Fee Amount:	\$17,850
Percentage of Total Services:	5.58%
<b>Percentage of Total Services: 100.00%</b>	

<b>Percentage of Total Services: 76.23%</b>	<b>NON-TBE</b>
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<b>Percentage of Total Services: 23.77%</b>	<b>TBE</b>
---	------------

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

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE

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

Firm Name Venture Architects Principal-in-Charge John H. Cain  
 Wisconsin Reg. Number 4793-5  
 Principal's Flat Rate ..... \$172/HR  
 Overhead & Profit Factor (Multiplier) ..... 3.27%  
 (Include copy of audited account of overhead factor or complete Attachment "B-2".)

<u>Name</u>	<u>Classification</u>	<u>Direct Salary Rate/Hour</u>
John H. Cain	Design Director, Principal	\$50.54
Kaia M. Glenn	Project Coordinator, Administrative Support	\$24.64
Wendy Schultz	Interior Design / Space Planning	\$32.42
Steven K. Schneider	Junior Designer	\$23.20
Leslie White	Architectural Assistant Project Manager	\$28.62
Steven G. Wisth	Architectural Assistant Project Manager	\$29.77

Direct Salary Rate is defined as each employee's actual and verifiable gross hourly cost of salary ("W-2" Statement Salary), exclusive of incentive bonus or other non-direct salary expenses.  
Overhead & Profit Factor is defined as the multiplying factor representing each employee's pro-rata share of all other direct and indirect expenses and profit for the consultant's firm. This factor remains fixed for the life of the project.

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

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

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

Venture Architects

as of: 02 MAY 2017  
 Signature:   
 Title: Principal-in-Charge  
 If your firm does not possess a FAR audit certified rate, please complete the following:

Date: 5/15 2017  
 Signature:   
 Title: 

Overhead Rate = 2.8 (Without Profit)

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

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

GAAP

---

(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: 02 MAY 2017

Title: Principal In Charge



Overhead Rate = 2.78 (Without Profit)

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

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

GAAP

---

(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: 02 MAY 2017  
Title: Principal In Charge



Overhead Rate = 2.64 (Without Profit)

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

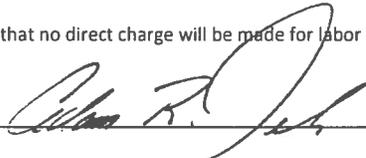
The above rate calculation, which includes all non-direct costs considered to be proper and appropriate to the provision of professional services covered by this Annual Consultant Agreement for Professional Services, was prepared in accordance with standards of:

GAAP

---

(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: 02 MAY 2017

Title: Principal-in-Charge



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

Overhead Rate = 2.45 (Without Profit)

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

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

GAAP

---

(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: 02 MAY 2017

Title: \_\_\_\_\_

**Principal In Charge**



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

Overhead Rate = 2.5 (Without Profit)

Andersen & Andersen Technical Services, LLC 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

**GAAP**

(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: 02 MAY 2017

Title: \_\_\_\_\_

**Principal**



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

Overhead Rate = 1.0 (Without Profit)

Jennifer Studebaker, LLC does not have an audit-certified  
(Name of Firm)

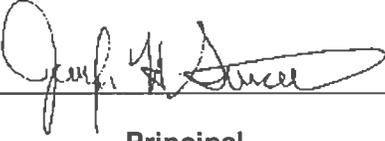
overhead rate calculation. The above rate calculation, which includes all non-direct costs considered to be proper and appropriate to the provision of professional services covered by this Annual Consultant Agreement for Professional Services, was prepared in accordance with standards of

---

**Cash Basis**

(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:   
Title: Principal

Date: 02 MAY 2017

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

**GUIDELINES FOR REIMBURSABLE EXPENSES**

**GENERAL**

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

**DEFINITION**

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

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

**DOCUMENTATION**

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

**REIMBURSABLES BUDGET ALLOWANCE**

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

**AUTHORIZED OUT-OF-TOWN TRAVEL**

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

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

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

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

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

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

#### LONG DISTANCE COMMUNICATIONS

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

#### FEES PAID TO APPROVING AUTHORITIES

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

#### REPRODUCTIONS AND REPROGRAPHICS

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

#### ADDITIONAL INSURANCE

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

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

**INVOICE FOR CONSULTING SERVICES**  
(Lump Sum Contract Form)

INVOICE # \_\_\_\_\_

DATE: \_\_\_\_\_

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

PROJECT NO.: \_\_\_\_\_

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

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

- 1.) BASIC SERVICES (**Attachment "D-2"**):
  
- 2.) REIMBURSABLE EXPENSES (**Attachment "D-2"**):  
(Attach itemization and back-up copies of all charges)
  
- 3.) ADDITIONAL SERVICES (**Attachment "D-3"**):  
(Attach itemization for each service by name, classification,  
direct salary rate x O.H. factor x man hours)

**TOTAL THIS MONTH:**

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

**CURRENT PAYMENT DUE:**

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

Approved for Billing:

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

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS PROJECT NO.:

CONSULTANT: INVOICE #

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

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

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

INVOICE # \_\_\_\_\_

Fee Increase # \_\_\_\_\_

DATE: \_\_\_\_\_

Fee Increase Total \$ \_\_\_\_\_

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

PROJECT NO.: \_\_\_\_\_

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

SERVICES FOR THE MONTH ENGING: \_\_\_\_\_

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

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

Subtotal \_\_\_\_\_

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

Subtotal \_\_\_\_\_

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

Subtotal \_\_\_\_\_

**TOTAL THIS MONTH:**

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

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

Approved for Billing:

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

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title





## TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing Milwaukee County's Targeted Business Enterprise (TBE) Program for inclusion of small business. Targeted firms include DBE firms certified by the Unified Certification Program under Federal regulations and WBE and MBE certifications from the State of Wisconsin DOA.

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

CBDP may be contacted at 414-278-4851 or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov) for assistance in identifying TBE firms and understanding the County's TBE Program.

The official UCP directory of eligible DBE firms can be accessed through the following link:

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

The official directory of eligible MBE and WBE firms may be found at the following link:

<https://wisdp.wi.gov/Search.aspx>

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





# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

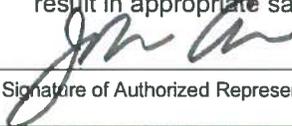
PROJECT No.: WC14801 PROJECT TITLE: Milwaukee County Courthouse Complex Planning Phase III

TOTAL CONTRACT AMOUNT (less allowances) \$320,008 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Andersen & Andersen Technical Services, LLC 1985 Hawthorne Drive, Elm Grove, WI 53122	Drafting Visualization	\$33,000	10.31%

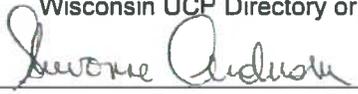
### Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE 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 TBE firm listed herein. Our firm **VENTURE ARCHITECTS**, Phone No. (414) 271-3359, or one of our subcontractors, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.


**John H. Cain, Principal In Charge**
**02 MAY 2017**  
 \_\_\_\_\_  
 Signature of Authorized Representative      Print/Type Name of Authorized Representative      Date

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

- I affirm that our company is certified as (check all certifications that apply):
  - DBE by the Unified Certification Program certifying partners
  - MBE by State of Wisconsin DOA
  - WBE by State of Wisconsin DOA
- 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 **VENTURE ARCHITECTS**.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces..
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.


**Shevonne Andersen, Principal** (262) 432-7469
**02 MAY 2017**  
 \_\_\_\_\_  
 Signature of Authorized TBE Representative      Name & Title of Authorized Representative      Phone Number      Date

### FOR CBDP USE ONLY

Commitment number \_\_\_ of \_\_\_      Project Total: (A) \_\_\_\_\_ (V) \$ \_\_\_\_\_      Total % \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Signature      Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

PROJECT No.: WC14801 PROJECT TITLE: Milwaukee County Courthouse Complex Planning Phase III

TOTAL CONTRACT AMOUNT (less allowances) \$320,008 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Jennifer Studebaker, LLC PO Box 444, Elm Grove, WI 53122	Marketing Consulting Services/Administrative Support	\$25,200	7.87%

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

I certify that the TBE 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 TBE firm listed herein. Our firm **VENTURE ARCHITECTS**, Phone No. (414) 271-3359, or one of our subcontractors, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

 _____ Signature of Authorized Representative	<b>John H. Cain, Principal In Charge</b> _____ Print/Type Name of Authorized Representative	<b>02 MAY 2017</b> _____ Date
---	---	-------------------------------------

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

- I affirm that our company is certified as (check all certifications that apply):
 

	DBE by the Unified Certification Program certifying partners
	MBE by State of Wisconsin DOA
X	WBE by State of Wisconsin DOA
- 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 **VENTURE ARCHITECTS**.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces..
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

 _____ Signature of Authorized TBE Representative	<b>Jennifer Studebaker, Principal</b> _____ Name & Title of Authorized Representative	262.391.8906 _____ Phone Number	<b>02 MAY 2017</b> _____ Date
---	---	---------------------------------------	-------------------------------------

### FOR CDBP USE ONLY

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

\_\_\_\_\_

Authorized Signature \_\_\_\_\_  
Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

### **ADDITIONAL INFORMATION & REQUIREMENTS:**

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

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

The Directory of MBE and WBE firms certified by the State of Wisconsin DOA eligible for credit toward the satisfaction of participation will be found at the following link:

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

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

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

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

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

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

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

**414.278.4751** or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov)

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

**COST & SCHEDULING SYSTEM REQUIREMENTS**

**GENERAL**

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

Requirements According To Agreement Size

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

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

**SCHEDULE DEVELOPMENT**

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

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

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

MILWAUKEE COUNTY DEPT. OF ADMINISTRATIVE SERVICES - FACILITIES MANAGEMENT DIVISION RECORD DOCUMENT  
STANDARDS FOR PROFESSIONAL SERVICES  
SECTION H-2015

**I. RECORD DOCUMENTS**

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

**II. ELECTRONIC MEDIA REQUIREMENTS**

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

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

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

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

Obtain Milwaukee County drawing format standards for title blocks and cover sheets: B\_1711, D\_3624, and/or F\_4230 by contacting the Architect/ Engineer of Record for the Project.

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

**III. AUTOCAD DRAWING STANDARDS**

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

- A. Xref Files, Image Files, Blocks and 3rd Party Fonts
1. XBIND all Xref d files to their drawing(s). Each individual electronic graphic document must be submitted in a single file format without any external files attached.
  2. Insert all image files in Final Drawing
  3. A document created with multiple files **MUST NOT SHARE LAYER NAMES** among the files.
  4. Provide a **SINGLE DRAWING FILE** for each Drawing Sheet.
  5. While working in Paper Space, **TURN ON VIEW LOCK** to prevent your viewport view from being accidentally altered while moving between Paper Space and Floating Model Space mode.
  6. Purge all drawing files of all unused entities-Blocks, Layers, Fonts
  7. "READ-ONLY" and "LOCKED" drawing files will not be accepted.
- B. It is PREFERRED that all final drawings be submitted in Model Space. However, final drawings may be submitted in Paper Space as long as AutoCAD Drawing Standards A-1 through A-7 are adhered to.
- C. Consultants shall utilize the following Milwaukee County drawing format standards:
1. Standard text set-up and dimension set-up (**page H-20**)
  2. Standard drawing conversion scale (**page H-21**)
  3. Standard title blocks (**B\_1711, D\_3624, E\_4230**)
  4. The standard AutoCAD font to be used is **ROMANS.shx**
  5. Sheet sizes to be used, on BOND PAPER, are:

**Architectural:**  
A = 9" x 12"  
B = 12" x 18"

**Engineering:**  
Ansi A = 8 1/2" x 11"  
B = 11" x 17"

C = 18" x 24"	C = 17" x 22"
D = 24" x 36"	D = 22" x 34"
E = 36" x 48"	E = 34" x 44"
E1 = 30" x 42"	

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

1. Alphanumeric discipline designation
  - A** - Architectural Interiors and Facilities Management
  - C** - Civil Engineering and Site Work
  - E** - Electrical
  - EV** - Environmental
  - F** - Fire Protection
  - L** - Landscape Architecture
  - M** - Mechanical
  - P** - Plumbing
  - S** - Structural
2. A maximum of 3 characters for sheet number

Example:       A101.dwg  
                   | |  
                   | |\_\_\_\_\_Sheet Number  
                   |\_\_\_\_\_Discipline

- E. The DOS 8+3 naming convention shall be used for all Drawing Sheet numbers and electronic drawing files (e.g., A101.dwg).
- F. Consultants shall utilize the **AIA**, or Milwaukee County Standard Layer Index, including color and linetype (**pages H-6 through H-19**); or for approval of your firm's standard layer index.
- G. The room attributes shall be provided on all AutoCAD building plans. Window attributes shall be shown on elevation drawings. The following attribute data shall be included:

1. **Rooms**  
 Room number (serves as the room tag)  
 Dimensions (length, width, height)
2. **Tag number**  
 Door size  
 Frame size  
 Fire rating
3. **Windows**  
 Tag number  
 Size  
 Glazing  
 Framing material

**IV. DOCUMENT REQUIREMENTS**

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

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

B. **As-Built/Record Documents:** Prepare and submit the following record documents to the DAS -

Records Management Office with a copy of the transmittal letter submitted to the respective Project Manager:

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

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

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

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

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

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

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

## V. FINAL DOCUMENT REQUIREMENTS FOR ELETRONIC MEDIA

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

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

1. Property site
2. Building
3. Discipline

And shall include:

4. MILWAUKEE COUNTY Project Number
5. MILWAUKEE COUNTY Site I.D. and Building I.D.
6. MILWAUKEE COUNTY Drawing Name and Description
7. Sheet number
8. Text Style
9. Image Files
10. 3rc1\_party Fonts
11. **Layer Log** for each Drawing Sheet including layer name, state (on/off), color, line type, defined blocks, user blocks, dependent blocks and unnamed blocks.

- B. Detail Drawings produced as a MANUAL shall include a Drawing Index consisting of the detail title and/or description, and identification number sorted by discipline and page number. The Drawing Index shall be submitted in hard copy and shall be incorporated in the Detail Manual.
- C. Consultants shall also submit correspondence outlining all special loading or start-up procedures required to generate the drawings for viewing, manipulating and editing on Milwaukee County DAS's CADD system (AutoCAD 2013).
- D. Consultants shall label the CD-ROM identifying:
  - 1. Project Number
  - 2. Project Title with Site I.D. and Building I.D.
  - 3. Name of Consultant Firm and Principal in Charge
  - 4. Date
- E. Consultants may insert their logos on Milwaukee County's Standard Cover Sheet with PRIOR APPROVAL from the Architect/ Engineer of record for the project.

Submit the Project Cover Sheet Layout to the Architect/ Engineer of record for review and approval. Consultants **MAY NOT** insert their logos on the Project Drawing Sheets. The consultant firm's name may be inserted in the designated space provided within Milwaukee County's Standard Title Block.
- F. For an example of file and layer indexing, please visit [http://county.milwaukee.gov/ImageLibrary/Groups/cntyArchEng/dturzai/09172013forward/SectionHFile\\_LayerIndex2015 .pdf](http://county.milwaukee.gov/ImageLibrary/Groups/cntyArchEng/dturzai/09172013forward/SectionHFile_LayerIndex2015.pdf)

**SUBMIT TO:**

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

**PHONE: 414-278-3986**

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

**COMPLETE LISTING OF SUBCONSULTANTS**

(To Be Completed by Prime Consultant)

Date **02 MAY 2017**  
 Project Title **Milwaukee County Courthouse Complex Planning Phase III**  
 Project Number **WC14801**  
 Prime Consultant **VENTURE ARCHITECTS**

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

No.	Name of Firm, Address	Type of Service	Principal Contact
1	HOK - Justice		Jeff Goodale
2	Gilbane Building Company		Adam Jelen
3	JCP Construction,	Project Construction Budgeting, Project Management, Field Verification	James Phelps
4	Andersen & Andersen Technical Services, LLC	Drafting and Administrative Support	Shevonne Andersen
5	Jennifer Studebaker, LLC	Marketing Consulting Services/Administrative Support	Jennifer Studebaker
6			
7			

For Prime Consultant:  
**VENTURE ARCHITECTS**

For Milwaukee County:  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
FACILITIES MANAGEMENT DIVISION

Approved (No's) 1-5

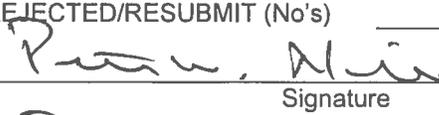
REJECTED/RESUBMIT (No's) \_\_\_\_\_

  
\_\_\_\_\_  
Signature

**John H. Cain, AIA**  
\_\_\_\_\_  
Name

**Principal-in-Charge**  
\_\_\_\_\_  
Title

**02 MAY 2017**  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

**Peter Nilles**  
\_\_\_\_\_  
Name

**Director, Facilities Planning & Development**  
\_\_\_\_\_  
Title

**5-10-17**  
\_\_\_\_\_  
Date

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date **02 MAY 2017**  
Project Title **Milwaukee County Courthouse Complex Planning Phase III**  
Project Number **WC14801**  
Prime Consultant **VENTURE ARCHITECTS**

This is to certify that I/We:

**HOK**

Name of Subconsultant

**60 EAST VAN BUREN STREET, 14<sup>TH</sup> FLOOR, CHICAGO, IL 60605**

Address

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

**COURTS PLANNER**

Type of Services

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

**SUBCONSULTANT**

**Jeff Goodale**

**02 MAY 2017**

Subconsultant's Name

Date

  
Signature

If Principal is a Corporation  
IMPRINT CORPORATE SEAL

**President**

Title

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date **02 MAY 2017**  
Project Title **Milwaukee County Courthouse Complex Planning Phase III**  
Project Number **WC14801**  
Prime Consultant **VENTURE ARCHITECTS**

This is to certify that I/We:

**GILBANE, INC.**

Name of Subconsultant

**101 WEST PLEASANT STREET, SUITE 104, MILWAUKEE, WI 53212**

Address

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

**SUPPORT CONSULTING SERVICES: PROJECT BUDGETING, SCHEDULING, MEETING SUPPORT, OPTION STUDIES, TEMPORARY SPACE OPTIONS.**

Type of Services

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

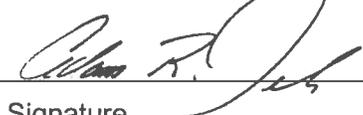
**SUBCONSULTANT**

**Adam Jelen**

**02 MAY 2017**

Subconsultant's Name

Date



Signature

If Principal is a Corporation

**President**

IMPRINT CORPORATE SEAL

Title

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date **02 MAY 2017**  
Project Title **Milwaukee County Courthouse Complex Planning Phase III**  
Project Number **WC14801**  
Prime Consultant **VENTURE ARCHITECTS**

This is to certify that I/We:

**JCP CONSTRUCTION**

Name of Subconsultant

**1849 North MLK Drive, Suite 200, Milwaukee, WI 53212**

Address

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

**PROJECT CONSTRUCTION BUDGETING, PROJECT MANAGEMENT, FIELD VERIFICATION, SWING SPACE SUPPORT**

Type of Services

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

**SUBCONSULTANT**

**James Phelps**

**02 MAY 2017**

Subconsultant's Name

Date



Signature

If Principal is a Corporation

**President**

IMPRINT CORPORATE SEAL

Title

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date 02 MAY 2017  
Project Title Milwaukee County Courthouse Complex Planning Phase III  
Project Number WC14801  
Prime Consultant VENTURE ARCHITECTS

This is to certify that I/We:  
**Andersen & Andersen Technical Services, LLC**

Name of Subconsultant

1985 Hawthorne Drive, Elm Grove, Wi 53122

Address

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

Type of Services

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

**SUBCONSULTANT**

**Shevonne Andersen**

**02 MAY 2017**

Subconsultant's Name

Date



Signature

If Principal is a Corporation

**Principal**

IMPRINT CORPORATE SEAL

Title

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date **02 MAY 2017**  
Project Title **Milwaukee County Courthouse Complex Planning Phase III**  
Project Number **WC14801**  
Prime Consultant **VENTURE ARCHITECTS**

This is to certify that I/We:

**JENNIFER STUDEBAKER, LLC**

Name of Subconsultant

**PO BOX 444, ELM GROVE, WI 53122**

Address

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

**MARKETING CONSULTING SERVICES / ADMINISTRATIVE SUPPORT**

Type of Services

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

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

**SUBCONSULTANT**

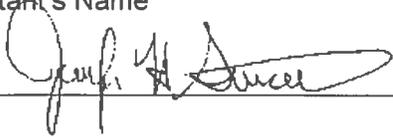
**Jennifer Studebaker**

**02 MAY 2017**

Subconsultant's Name

Date

Signature



If Principal is a Corporation

**Owner**

IMPRINT CORPORATE SEAL

Title



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

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

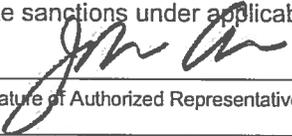
PROJECT No.: WC14801 PROJECT TITLE: Milwaukee County Courthouse Complex Planning Phase III

TOTAL CONTRACT AMOUNT (less allowances) \$320,008 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Jennifer Studebaker, LLC PO Box 444, Elm Grove, WI 53122	Marketing Consulting Services/Administrative Support	\$25,200	7.87%

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

I certify that the TBE 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 TBE firm listed herein. Our firm **VENTURE ARCHITECTS**, Phone No. (414) 271-3359, or one of our subcontractors, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

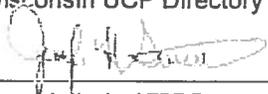
  
Signature of Authorized Representative

John H. Cain, Principal In Charge  
Print/Type Name of Authorized Representative

10MAR2017  
Date

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

- I affirm that our company is certified as (check all certifications that apply):
  - DBE by the Unified Certification Program certifying partners
  - MBE by State of Wisconsin DOA
  - WBE by State of Wisconsin DOA
- 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 **VENTURE ARCHITECTS**.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces..
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

  
Signature of Authorized TBE Representative

Jennifer Studebaker, Principal  
Name & Title of Authorized Representative

262.391.8906  
Phone Number

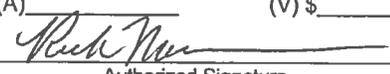
3/10/2017  
Date

### FOR CBDP USE ONLY

Commitment number \_\_\_ of \_\_\_

Project Total: (A) \_\_\_\_\_ (V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

  
Authorized Signature

4/13/2017  
Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

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

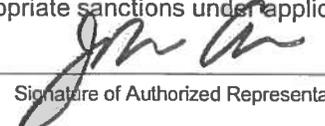
PROJECT No.: WC14801 PROJECT TITLE: Milwaukee County Courthouse Complex Planning Phase III

TOTAL CONTRACT AMOUNT (less allowances) \$320,008 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Andersen & Andersen Technical Services, LLC 1985 Hawthorne Drive, Elm Grove, WI 53122	Drafting Visualization	\$33,000	10.31%

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

I certify that the TBE 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 TBE firm listed herein. Our firm **VENTURE ARCHITECTS**. Phone No. (414) 271-3359, or one of our subcontractors, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

  
 Signature of Authorized Representative

**John H. Cain, Principal In Charge**  
 Print/Type Name of Authorized Representative

**10MAR2017**  
 Date

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

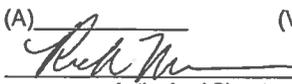
- I affirm that our company is certified as (check all certifications that apply):
  - DBE by the Unified Certification Program certifying partners
  - MBE by State of Wisconsin DOA
  - WBE by State of Wisconsin DOA
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by **VENTURE ARCHITECTS**.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces..
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

  
 Signature of Authorized TBE Representative

**Shevonne Andersen, Principal**    262.432.7469    3/10/2017  
 Name & Title of Authorized Representative    Phone Number    Date

### FOR CBDP USE ONLY

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

  
 Authorized Signature    4/13/17  
 Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

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

PROJECT No.: WC14801 PROJECT TITLE: Milwaukee County Courthouse Complex Planning Phase III

TOTAL CONTRACT AMOUNT (less allowances) \$320,008 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
JCP Construction 1849 North MLK Drive, Suite 200, Milwaukee, WI 53212	Project Construction Budgeting, Project Management, Field Verification	\$17,850	5.58%

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

I certify that the TBE 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 TBE firm listed herein. Our firm **VENTURE ARCHITECTS** Phone No. (414) 271-3359, or one of our subcontractors, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative

John H. Cain, Principal In Charge

Print/Type Name of Authorized Representative

10MAR2017

Date

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

- I affirm that our company is certified as (check all certifications that apply):
  - DBE by the Unified Certification Program certifying partners
  - MBE by State of Wisconsin DOA
  - WBE by State of Wisconsin DOA
- 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 **VENTURE ARCHITECTS**.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces..
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

Signature of Authorized TBE Representative

James Phelps, President

Name & Title of Authorized Representative

(414) 372-7300

Phone Number

3/10/2017

Date

### FOR CBDP USE ONLY

Commitment number \_\_\_ of \_\_\_

Project Total:

(A) \_\_\_\_\_

(V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

Rich More  
Authorized Signature

4/13/2017  
Date

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

Consultant: VENTURE ARCHITECTS

Project Milwaukee County Courthouse Complex Project No. WC14801  
Planning Phase III

Agreement (contract) No. \_\_\_\_\_ Effective Date \_\_\_\_\_

Type Agreement: A: \_\_\_\_\_ B: \_\_\_\_\_ (Annual) C: \_\_\_\_\_ D: X

Consultant Selection Documentation in File \_\_\_\_\_ Yes \_\_\_\_\_ No

These deliverable item from the consultant must be in the FACILITIES MANAGEMENT DIVISION

- Final Project Program Report (Sec. 3.1.3) *(scope of project as agreed by all parties)*
- Final Estimate of Probable Construction Costs (Sec. 3.4.2) *(submitted before bid process begins)*
- Copies of all State and Local Plan Examination approvals and receipts for paid application fees (Sec. 3.5.2.2)
- Project Manual and all addendum originals (Sec. 3.4.2, 3.5.2.3)
- Written recommendation as to Substantial Completion and final acceptance of the project (Sec. 3.6.2, 5.4.1.1) (AIA Form G704)
- Written confirmation of compliance of the Work with Contract Documents (Sec. 3.6.2) (WI Commercial Bldg. Code, Form SBDB-9720)
- Final updated cost loaded schedule (Attachment "G-1")
- Record documents (Attachment "H-1") are accessible and useable \_\_\_\_\_
- Operation and maintenance manuals and data (*CONSULTANT approved*)
- Confirmation of Site Clean-up *(i.e., environmental or geotechnical soil cuttings, purge water)*
- DBE Participation (Attach Approved Final Utilization Report): DBD-016PS, DBD-018PS

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

Prime CONSULTANT Signature \_\_\_\_\_

County Project Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

SCORE: \_\_\_\_\_

MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES, FACILITIES MANAGEMENT DIVISION

CONSULTANT EVALUATION FORM

Consultant:  
**VENTURE ARCHITECTS**

Consultant P.M.  
**JOHN H. CAIN, AIA, Principal In Charge**

Project Title: **Milwaukee County Courthouse Complex Planning Phase III**

Project No. **WC14801** Contract No. \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Evaluation Form Completed By: \_\_\_\_\_

Basic Services Provided By the CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

II.

Comments: \_\_\_\_\_

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

III.

Comments: \_\_\_\_\_

V.

VI.

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

Comments: \_\_\_\_\_

**ADDITIONAL COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

Composite Score = I + II + III / 3

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

FOR MILWAUKEE COUNTY:

DocuSigned by: Gregory High 5/16/2017  
Gregory G. High, Director (Date)  
DAS- Architecture, Engineering  
And Environmental Services

DocuSigned by: Teig Whaley-Smith 5/18/2017  
Teig Whaley-Smith, Director (Date)  
Administrative Services

DocuSigned by: Jeremy Ellis 5/16/2017  
Jeremy Ellis, Director (Date)  
DAS- Facilities Management Division

DocuSigned by: Chris Abele 5/19/2017  
Chris Abele, County Executive (Date)  
Office of the County Executive

APPROVED AS TO FUNDS AVAILABLE FOR WISCONSIN STATE STATUTES SECTION 59.255(2)(E):

DocuSigned by: [Signature] 5/17/2017  
[Signature] (Date)  
Office of the Comptroller

REVIEWED AS TO DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS (APPROVED WITH REGARD TO COUNTY ORDINANCE CHAPTER 42):

DocuSigned by: Rick Norris 5/17/2017  
Rick Norris (Date)  
Community Business Development Partners

APPROVED AS TO FORM AND INDEPENDENT CONTRACT STATUS BY CORPORATION COUNSEL:

DocuSigned by: Paul D. Englitsch 5/17/2017  
Paul D. Englitsch (Date)  
Corporation Counsel

REVIEWED AS TO INSURANCE REQUIREMENTS:

DocuSigned by: [Signature] 5/17/2017  
[Signature] (Date)  
Risk Manager

APPROVED AS COMPLIANT UNDER SEC. 59.42(2)(B)5, STATS.:

DocuSigned by: Paul D. Englitsch 5/26/2017  
Paul D. Englitsch (Date)  
Corporation Counsel

**BY CONSULTANT / CONTRACTOR:**

**VENTURE ARCHITECTS**

---

Contracting Firm's Name



---

Signature

02 MAY 2017

---

Date

Principal

---

Title



---

Witnessed By

If Principal is a Corporation  
IMPRINT CORPORATE SEAL

## ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Professional Liability	PROF		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
5,000,000	5,000,000		100,000	
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

## Certificate Of Completion

Envelope Id: 269FF6D699804F81A252C52602193601	Status: Completed
Subject: Please DocuSign: Venture Architects Courthouse Complex Planning Phase 3.pdf, AC.pdf	
Source Envelope:	
Document Pages: 101	Signatures: 9
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Payments: 0
Envelopeld Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-06:00) Central Time (US & Canada)	Katie Dunne
	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	katie.dunne@milwaukeecountywi.gov
	IP Address: 204.194.251.5

## Record Tracking

Status: Original	Holder: Katie Dunne	Location: DocuSign
5/16/2017 2:53:13 PM	katie.dunne@milwaukeecountywi.gov	

## Signer Events

Gregory High  
 Gregory.High@milwaukeecountywi.gov  
 Director of AE&ES Section - DAS - Facilities Management  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

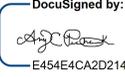
Amy Pechacek  
 amy.pechacek@milwaukeecountywi.gov  
 Director of Risk Management  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 2/25/2014 12:36:39 PM  
 ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

Jeremy Theis  
 jeremy.theis@milwaukeecountywi.gov  
 Director of Facilities Management  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

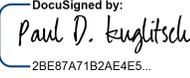
Paul D. Kuglitsch  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

## Signature

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 Using IP Address: 204.194.251.5

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 Using IP Address: 107.77.207.114  
 Signed using mobile

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 Using IP Address: 204.194.251.5

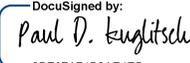
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 Signed: 5/16/2017 8:42:56 PM

Sent: 5/16/2017 8:42:58 PM  
 Viewed: 5/17/2017 9:22:31 AM  
 Signed: 5/17/2017 9:22:48 AM

Sent: 5/16/2017 8:42:58 PM  
 Viewed: 5/16/2017 10:01:34 PM  
 Signed: 5/16/2017 10:02:57 PM

Sent: 5/16/2017 8:42:58 PM  
 Viewed: 5/17/2017 4:33:51 PM  
 Signed: 5/17/2017 4:34:13 PM

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: 5/16/2017 8:42:58 PM Viewed: 5/17/2017 8:30:05 AM Signed: 5/17/2017 8:31:12 AM</p>
<p>Scott B. Manske comptrollersignature@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: 204.194.251.3</p>	<p>Sent: 5/16/2017 8:42:59 PM Viewed: 5/17/2017 8:33:23 AM Signed: 5/17/2017 3:01:56 PM</p>
<p>Teig Whaley-Smith Teig.Whaley-Smith@milwaukeecountywi.gov Director of Administrative Services Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/27/2015 8:36:57 AM ID: edf36fad-2204-4057-8b19-ec98b81091b2</p>	<p>DocuSigned by:  C6B4211B15E6447...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 5/16/2017 8:42:59 PM Viewed: 5/18/2017 8:36:24 AM Signed: 5/18/2017 8:36:26 AM</p>
<p>Chris Abele 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>DocuSigned by:  2E580B33A2CC443...</p> <p>Using IP Address: 107.77.208.55 Signed using mobile</p>	<p>Sent: 5/18/2017 8:36:30 AM Viewed: 5/19/2017 4:03:27 PM Signed: 5/19/2017 4:06:24 PM</p>
<p>Paul D. Kuglitsch corpcounsilsignature@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:  2BE87A71B2AE4E3...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 5/19/2017 4:06:28 PM Resent: 5/25/2017 1:34:01 PM Viewed: 5/26/2017 4:37:04 PM Signed: 5/26/2017 4:37:49 PM</p>

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>

<b>Notary Events</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	5/26/2017 4:37:04 PM
Signing Complete	Security Checked	5/26/2017 4:37:49 PM
Completed	Security Checked	5/26/2017 4:37:49 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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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](mailto:plee@milwcnty.com)

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

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

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

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

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

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

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

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

1.1 settings via proxy connection
-----------------------------------

\*\* 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.