

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

Date: May 15, 2017

**I. PROJECT DESCRIPTION**

Project Title: Mitchell Park Horticultural Conservatory Feasibility Study

Project No.: P490-16653

Agency: 120      Org. No.: 1400      Object No.: 8902

Project Code: WP490031      Activity:       

Function:             Category:       

REVIEWED BY SLP  
DATE 5-30-17

Agreement Type

- ☒ Lump Sum - Not-To-Exceed      **Type "A" 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**

A formal RFP was advertised nationally for a team of consultants that would provide the "Future Path and Feasibility Study" for the Mitchell Park Horticultural Conservatory. This is a study that at the request of the Domes Task Force would take a look at how the Conservatory is run, what services are offered, and what other conservatories provide. Additionally, the consultant will look at possible services and programming changes that may be beneficial to the Milwaukee County Conservatory to help keep it sustainable into the future. The RFP is geared toward finding options that may be considered for a future business-type model that has conservation of these rare plants at its heart. Seven proposals were received by Milwaukee County and a panel of six persons was formed as the "Proposal Review Committee". These six persons were representatives of the following: The Conservatory, Parks Planning Department, the Task Force, County Facilities Management, the County Executive's office and the Architecture and Engineering Section of the County.

**III. RECOMMENDED CONSULTANT SELECTION**

The Proposal Review Committee selected four proposals of the seven and requested that they come to the Parks Administration building for formal interviews. Following the interview, the Committee once again rated the Proposers and a consultant was chosen. At the May 3<sup>rd</sup> Task Force meeting, the Task Force accepted the recommendation and approved a motion to request the County secure the services of the team selected.

Consultant: Hammel, Green and Abrahamson, Inc. (HGA Architects & Engineers)  
With Team of: ConsultEcon, Quorum, Kapur, MSI and MCC  
333 East Erie Street  
Milwaukee, WI. 53202

Project Title: Mitchell Park Horticultural Conservatory- Future Path & Feasibility Study  
Project No.: P490-16653

ANTICIPATED NTE FEE:

Lump Sum (Not to Exceed) - Phase I :	\$119,770.00
Lump Sum (Not to Exceed) - Phase II :	\$ 36,360.00
<b>TOTAL</b>	<b>\$ 156,130.00</b>

Note: Phase I includes the Feasibility Study and development of options for Facility use.  
Phase II includes the public outreach and reaction to those options.

IV. DBE UTILIZATION

Targeted Business Enterprise participation is required to be 17%. The Consultant proposal achieves 17%.

V. FISCAL NOTE

Sufficient funds are available in the project account to retain the selected consultant, subject to the County Board authorizing expenditure of the project funding currently held in reserve.

VI. SPECIAL NOTES

1. Fund Transfer is being submitted to the County Board in June of 2017 to release funds in the WP490 account that are currently held in reserve.
2. The Professional Service Contract will not be extended to HGA, Inc. until approval of the fund transfer.

PREPARED BY: jmb

REVIEWED AND RECOMMENDED BY:

DocuSigned by:  
Gregory G. High 6/1/2017  
Gregory G. High, Director Date  
Architecture, Engineering  
and Environmental Services Section

OWNER DEPARTMENT APPROVAL

Consultant Retention Approved:

DocuSigned by:  
John Dangle 6/12/2017  
John Dangle, Parks Date  
Director

DIRECTOR OF FACILITIES MANAGEMENT


Consultant Retention Approved:

DocuSigned by:  
Jeremy J. Davis 6/1/2017  
Jeremy J. Davis, Director Date  
DAS- Facilities Management Division

Project Title: Mitchell Park Horticultural Conservatory- Future Path & Feasibility Study  
Project No.: P490-16653

DIRECTOR OF ADMINISTRATIVE SERVICES APPROVAL

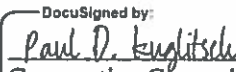
Consultant Selection Approved:

DocuSigned by:  
  
Teig Whaley-Smith, Director  
Department of Administrative Services

6/1/2017  
Date

OFFICE OF CORPORATION COUNSEL APPROVAL

Consultant Retention Approved:

DocuSigned by:  
  
Paul D. Englitsch  
Corporation Counsel

6/8/2017  
Date

OFFICE OF THE COMPTROLLER APPROVAL


Consultant Retention Approved:

DocuSigned by:  
  
Scott Masterson, Comptroller  
Office of the Comptroller

6/22/2017  
Date

OFFICE OF THE COUNTY EXECUTIVE APPROVAL

Consultant Retention Approved:

DocuSigned by:  
  
Chris Webb, County Executive  
Office of the County Executive

6/23/2017  
Date

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

COPIES AFTER APPROVAL

cc:

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

B. Engel, CBDP  
Julie Bastin

S. Toomsen, Parks  
Project File – Original

# Constant Effort

## MITCHELL PARK PRELIMINARY WORK PLAN

MITCHELL PARK PRELIMINARY WORK PLAN																					
Phase I - Feasibility Study																					
Project Initiation meeting/Information Collection																					
1 Programs and Services Analysis	James Vander Heiden	\$381	2	2	2	HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
									3									14			
									6	20	40	16						82			
									6	16	40	40						102			
									6	16	40	40						102			
									6	16	30	40						92			
									6	12	10	3						68			
									6	4	20	16				4	8	76			
										16		16						48			
																		12			
2 Revenue Generation and Financial Impacts Analysis	Russ Drewry	\$176				HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
	James Shields	\$222																			
	Marc L'italien	\$342																			
	Support Staff	\$110																			
	Thomas Martin	\$250																			
	Robert Brats	\$250																			
	Jason Drebitcko	\$155																			
	Support Staff	\$135																			
	Allyson Nemec	\$150																			
	Chris Hau	\$141																			
3 Operations and Management Analysis	Natalie Strohman	\$101				HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
	Mark Knapp	\$130																			
	Kevin Byrne	\$115																			
	Support Staff	\$120																			
	Jim Smith	\$125																			
	Thomas Middleton	\$154																			
4 Social and Economic Impacts Analysis	James Shields	\$222				HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
	Marc L'italien	\$342																			
	Support Staff	\$110																			
	Thomas Martin	\$250																			
	Robert Brats	\$250																			
	Jason Drebitcko	\$155																			
	Support Staff	\$135																			
	Allyson Nemec	\$150																			
	Chris Hau	\$141																			
	Natalie Strohman	\$101																			
5 Site, Structure, and Facilities Evaluation	Mark Knapp	\$130				HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
	Kevin Byrne	\$115																			
	Support Staff	\$120																			
	Jim Smith	\$125																			
	Thomas Middleton	\$154																			
Identify/Investigate Opportunities from Analysis	James Shields	\$222				HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
	Marc L'italien	\$342																			
	Support Staff	\$110																			
	Thomas Martin	\$250																			
	Robert Brats	\$250																			
	Jason Drebitcko	\$155																			
	Support Staff	\$135																			
	Allyson Nemec	\$150																			
	Chris Hau	\$141																			
	Natalie Strohman	\$101																			
Task Force Meetings (5)	Mark Knapp	\$130				HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
	Kevin Byrne	\$115																			
	Support Staff	\$120																			
	Jim Smith	\$125																			
	Thomas Middleton	\$154																			
Milwaukee County Parks Committee Meetings (2)	James Shields	\$222				HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
	Marc L'italien	\$342																			
	Support Staff	\$110																			
	Thomas Martin	\$250																			
	Robert Brats	\$250																			
	Jason Drebitcko	\$155																			
	Support Staff	\$135																			
	Allyson Nemec	\$150																			
	Chris Hau	\$141																			
	Natalie Strohman	\$101																			
Prepare Report/Presentation	Mark Knapp	\$130				HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
	Kevin Byrne	\$115																			
	Support Staff	\$120																			
	Jim Smith	\$125																			
	Thomas Middleton	\$154																			
Listening Sessions (2)	James Shields	\$222				HGA			Consult/Econ			Quorum			Kapur	MSI	MCC	Hours	Budget		
	Marc L'italien	\$342																			
	Support Staff	\$110																			
	Thomas Martin	\$250																			
	Robert Brats	\$250																			
	Jason Drebitcko	\$155																			
	Support Staff	\$135																			
	Allyson Nemec	\$150																			
	Chris Hau	\$141																			
	Natalie Strohman	\$101																			
Total Hours	James Shields	\$222	8	16	44	18	12	30	116	180	216	0	0	0	0	10	0	8	662		
	Support Staff	\$110																			
	Thomas Martin	\$250																			
	Robert Brats	\$250																			
	Jason Drebitcko	\$155																			
	Support Staff	\$135																			
	Allyson Nemec	\$150																			
	Chris Hau	\$141																			
	Natalie Strohman	\$101																			
	Total Fees this Phase	James Shields	\$222	\$20,720			19%			\$88,160			79%			\$1,150			\$1,240		\$111,770
Support Staff		\$110																			
Thomas Martin		\$250																			
Robert Brats		\$250																			
Jason Drebitcko		\$155																			
Support Staff		\$135																			
Allyson Nemec		\$150																			
Chris Hau		\$141																			
Natalie Strohman		\$101																			
Support Staff		\$110																			
Percentage of Phase	James Shields	\$222																			
	Support Staff	\$110																			
	Thomas Martin	\$250																			
	Robert Brats	\$250																			
	Jason Drebitcko	\$155																			
	Support Staff	\$135																			
	Allyson Nemec	\$150																			
	Chris Hau	\$141																			
	Natalie Strohman	\$101																			
	Support Staff	\$110																			
Expenses	James Shields	\$222																			
	Support Staff	\$110																			
	Thomas Martin	\$250																			
	Robert Brats	\$250																			
	Jason Drebitcko	\$155																			
	Support Staff	\$135																			
	Allyson Nemec	\$150																			
	Chris Hau	\$141																			
	Natalie Strohman	\$101																			
	Support Staff	\$110																			
TOTAL FEE	James Shields	\$222																			
	Support Staff	\$110																			
	Thomas Martin	\$250																			
	Robert Brats	\$250																			
	Jason Drebitcko	\$155																			
	Support Staff																				





# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

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## COMMITMENT TO CONTRACT WITH TBE

PROJECT No. P490-16653 PROJECT TITLE Mitchell Park Horticultural Conservatory Future Path & Feasibility StudyTOTAL CONTRACT AMOUNT (less allowances) \$ 388,580 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Kapur & Associates, Inc. 7711 N. Port Washington Road Milwaukee, Wisconsin 53217	Site Development and Water Strategies	\$7,550.00	2%

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

I certify that the TBE firm 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 the TBE firm listed herein.

Prime Contractor/Consultant Hammel, Green and Abrahamson, Inc. Phone 414-278-3300, or one of our subs, 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

James Vander Heiden, Principal  
Name & Title of Authorized Representative

March 17, 2017  
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 Hammel, Green and Abrahamson, Inc.
- 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

Jeffrey Sobczak, Marketing Manager  
Name & Title of Authorized TBE Representative

414-751-7200  
Phone Number

March 17, 2017  
Date

### FOR CBDP USE ONLY

Commitment number 1 of 3Participation: 2%Project Total: 17%

  
Authorized Signature

5/23/24  
Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

40

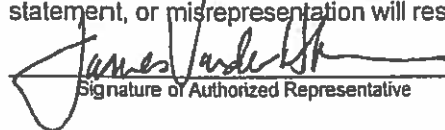
## COMMITMENT TO CONTRACT WITH TBE

PROJECT No. P490-16653 PROJECT TITLE Mitchell Park Horticultural Conservatory Future Path & Feasibility StudyTOTAL CONTRACT AMOUNT (less allowances) \$ 388,580 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Middleton Construction Consulting 6609 Cottontail Trail Madison, WI 53718	Provide cost estimating and consulting services at Phase I & III of project	\$9,200.00	2%

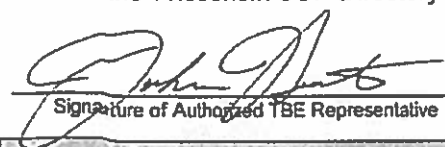
### Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm 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 the TBE firm listed herein.  
Prime Contractor/Consultant Hammel, Green and Abrahamson, Inc. Phone 414-278-3300, or one of our subs, 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 RepresentativeJames Vander Heiden, Principal  
Name & Title of Authorized RepresentativeMarch 17, 2017  
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 Hammel, Green and Abrahamson, Inc.
- 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 RepresentativeJosh Houston, Vice President  
Name & Title of Authorized TBE Representative608-960-9444 March 16, 2017  
Phone Number Date

### FOR CBDP USE ONLY

Commitment number 2 of 3 Participation: 2% Project Total: 17%  
Authorized Signature5/23/17  
Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

39

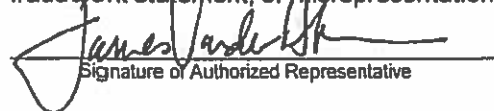
## COMMITMENT TO CONTRACT WITH TBE

PROJECT No. P490-16653 PROJECT TITLE Mitchell Park Horticultural Conservatory Future Path & Feasibility StudyTOTAL CONTRACT AMOUNT (less allowances) \$ 388,580 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Quorum Architects, Inc. 3112 W. Highland Blvd. Milwaukee, Wisconsin 53280	Architectural Design and Public Outreach Support	\$49,000.00	13%

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

I certify that the TBE firm 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 the TBE firm listed herein.  
Prime Contractor/Consultant Hammel, Green and Abrahamson Phone 414-278-3300, or one of our subs, 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

James Vander Heiden, Principal  
Name & Title of Authorized Representative

March 17, 2017  
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 Hammel, Green and Abrahamson, Inc.
- 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

Allyson Nemec, President  
Name & Title of Authorized TBE Representative

414-265-9265 March 16, 2017  
Phone Number Date

### FOR CBDP USE ONLY

Commitment number 3 of 3Participation: 13%Project Total: 17%

  
Authorized Signature

5/23/17  
Date

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

<b>Mail to:</b> 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	5741

**VENDOR INFORMATION**

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.

NAME OF VENDOR	ADDRESS
Hammel, Green and Abrahamson, Inc. (HGA Architects & Engineers)	333 East Erie Street Milwaukee, WI 53202

TAX I.D. NO.	EFFECTIVE DATES: begin date      end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	05/30/17      12/31/17	7		\$ 156,130.00

**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		1400	120	1400			8902	WP490031			\$ 156,130.00

**PURPOSE OF CONTRACT**

Mitchell Park Horticultural Conservatory Feasibility Study (P490-16653)

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

<input checked="" type="checkbox"/>	If YES, give County Board File No. 16-653	Date Approved 12/08/16
<input type="checkbox"/>	If NO, why is County Board approval not required?	

Was Contract fully executed prior to work being performed (all signatures received)?

☒ YES ☐ NO

Is Vendor a certified professional service DBE?

☐ YES ☒ NO

Courtney D. Hardy

05/30/17

Prepared By

Date

Clerical Specialist

Title

Signature of County Administrator

Date

5/31/17

Director AE&amp;ES Das - Facilities Management

Title

**MILWAUKEE COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**FACILITIES MANAGEMENT DIVISION**  
**CONSULTANT AGREEMENT**  
**FOR**  
**PROFESSIONAL SERVICES**

Compensation Based on  
Stipulated Sum (Lump Sum)  
(Without Outside Construction Manager)

**TYPE "A" AGREEMENT**

PROJECT TITLE: Mitchell Park Horticultural Conservatory Feasibility Study  
PROJECT LOCATION: Mitchell Park Horticultural Conservatory  
PROJECT NO.: P490-16653

Agency 120 Org. No. 1400 Object No. 8902  
Project Code WP490031 Activity \_\_\_\_\_ Function \_\_\_\_\_  
Category \_\_\_\_\_

Consultant Firm: Hammel, Green and Abrahamson, Inc. (HGA Architects & Engineers)

Address: 333 East Erie Street

Milwaukee, WI 53202  
(City) (State) (Zip Code)

Phone No. (414) 278-8200 Fax No. \_\_\_\_\_

Email: \_\_\_\_\_

Type of Services: \_\_\_\_\_

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
K. CONSULTANT AGREEMENT CLOSEOUT CHECKLIST .....	K-1 TO K-2
L. SIGNATURE PAGE .....	L-1 TO L-2

### **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 Programming and/or Master Plan Phase**

**3.1.1** From Interviews, research, and study of the OWNERS needs, the CONSULTANT shall prepare a program and an Estimate of Probable Construction Costs for the project. Elements of the program shall include a full description of each of the following:

- .1 Exterior and interior functional areas and spaces of the Project, with technical and equipment requirements on each;
- .2 Comparisons between existing and proposed facilities and systems;
- .3 Diagrams to describe proposed circulation and relationships between functional areas and departments;
- .4 Descriptions of provisions for future changes and growth;
- .5 Narrative of the rationale for proposed program and prioritized options to maintain Project budget.

**3.1.2** Upon completion of the Programming Phase documents, the CONSULTANT shall submit three (3) copies of drafts of same for review.

**3.1.3** After review, the CONSULTANT shall incorporate necessary corrections and additions into the final report and submit three (3) copies to OWNER for approval.

#### **3.2 Schematic Design Phase**

**3.2.1** Based upon the approved written program and budget, the CONSULTANT shall further examine the site and existing facilities, study existing conditions, and, based on the programmed analysis of OWNER's requirements, prepare studies and drawings of suggested solutions, outline suggested construction materials and systems, and submit recommendations for approval by OWNER.

**3.2.2** The CONSULTANT shall prepare drawings and other exhibits which are conceptual in character and closely follow the program developed and accepted in the Programming Phase.

**3.2.3** The CONSULTANT shall incorporate in these schemes conceptual building plans, preliminary sections and elevations, influence of site, selection of building systems and materials, and show approximate dimensions, areas and volumes.

**3.2.4** The CONSULTANT shall submit an Estimate of Probable Construction Costs upon which OWNER can evaluate the Project and determine whether to proceed with the Design Development Phase.

**3.2.5** The CONSULTANT shall submit three (3) copies of the Schematic Design Phase documents for review.

Documents. Complete Addenda so Bidders have access to them at least five (5) working days prior to bid opening. OWNER will mail out Addenda copies if they are delivered no later than seven (7) working days prior to bid opening.

- .4 Conduct a pre-bid conference, log attendance, tour site and take minutes of the conference, with one (1) copy to OWNER.
  - .5 Review bids for conformance with bidding requirements. Make recommendations as to award of contract(s).
- 3.5.3** If the low acceptable bid total received exceeds by five percent (5%) the Estimate of Probable Construction Costs submitted prior to bidding, the CONSULTANT shall revise the Bidding Documents, and rebid the project at no additional cost to OWNER.
- 3.6 Construction Phase**
- 3.6.1** The CONSULTANT shall provide clarifications necessary for construction; review and approve shop drawings and other submittals; coordinate colors and materials with OWNER as defined in the Contract Documents.
- 3.6.2** The CONSULTANT shall provide administration; coordination and on-site observation of the work in compliance with Wis. Stats. Chapter 443; confirm compliance with Contract Documents; determine quality and acceptability of materials provided and interpret Contract Documents; observe required tests; make recommendations regarding Change Orders and payments to contractors; and make recommendations as to Substantial Completion and final acceptance of the Project.
- 3.6.3** The CONSULTANT shall issue a Construction Bulletin ("CB") in response to all Requests for Information ("RFIs") estimated to impact the construction contract dollar amount by more than \$5,000.00. A CB may be required on a case-by-case basis by the OWNER for RFIs estimated to impact the construction contract dollar amount by less than \$5,000.00.
- 3.6.4** The number of additional CONSULTANT visits to site shall be as stated in the RFP.
- 3.6.5** The CONSULTANT shall not have authority over or responsibility for means, methods, techniques, sequences or procedures of construction selected by contractor(s) for safety precautions and programs incident to the work of contractor(s) or for the failure of contractor(s) to comply with laws, rules or regulations, ordinances, codes, or orders applicable to contractor(s) furnishing and performing work.
- 3.7 General Consultant Services**
- CONSULTANT services applicable to the above phases include the following:
- 3.7.1** Conferences with OWNER, Users, Prime Contractors and subcontractors required to review and resolve questions regarding the Project.
- 3.7.2** 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.
- 3.7.3 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:

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.
- 3.10.3 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.
- 3.10.4 Fees for subconsultants shall be compensated by OWNER as billed to CONSULTANT (there shall be no mark up for costs/fees billed by subconsultants).

### 3.11 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.

- 3.11.1 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.
- 3.11.2 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.
- 3.11.3 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.
- 3.11.4 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.

- Insurance
- Postage & Shipping (see "C-2")
- Taxes
- Office & Drafting Supplies
- Repairs & Maintenance
- Selling Expense
- Office Rental
- General Advertising
- Office Utilities
- Legal & Accounting Expenses
- Auto Expenses, Parking
- 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" through "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.

7. County Circuit Court, Milwaukee, Wisconsin.  
**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.

7.1.2 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.

7.1.3 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.

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,

- 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**

- .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 \_\_\_\_\_ and the year covered \_\_\_\_\_

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

**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.

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## 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.

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

Overhead Rate = \_\_\_\_\_ (Without Profit)

\_\_\_\_\_ 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 the standards of:

\_\_\_\_\_  
(Accounting Practice Used)

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

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

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

If traveling by personal car, the total mileage may be charged at the prevailing cost per mile rate allowed by the Internal Revenue Service. Highway tolls and parking fees for out of town consultants are also reimbursable, if properly documented and if the consultant's office is more than 100 miles from Milwaukee.

Meals reimbursement qualifies if the consultant's employees are required to eat in restaurants in connection with an out-of-town (100 mile radius) visit/trip directly in service of the project. The consultant's choice of restaurants should be modest in every circumstance. Milwaukee County does not pay for meals taken in first-class restaurants, for cocktails, or for entertaining guests or in-town project team members. Milwaukee County discourages the scheduling of a business meeting over a meal period, thus avoiding the question of which meals might be authorized for reimbursement. Check with Milwaukee County's project manager if you are uncertain about which kind of meal expenditure might be disallowed.

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

#### LONG DISTANCE COMMUNICATIONS

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

#### FEES PAID TO APPROVING AUTHORITIES

Milwaukee County will reimburse the cost of fees paid for securing the approval of authorities having jurisdiction over the project. Consultants should plan for this expense in advance, because cutting 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**

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							

## 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 project is \_\_\_\_%. To be considered for this project, you must submit a *Subcontractor/Supplier Information Sheet* (TBE-02) with your Bid/Proposal listing all subcontractors as well as signed and notarized *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 work/service(s) to be provided, (3) the dollar amount of such work, and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the TBE subcontractor for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. Community Business Development Partners (CBDP) is entitled to reject your Bid/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://wisconsindot.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 contractors are required to report payments received from the County and amounts paid to subcontractors. Subcontractors 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 subcontractor, the only requirement is to become a registered user and complete the one hour webinar training. The County will enter the initial contract into the system, and the Prime will enter all subcontractors, including both TBE and non-TBE firms.

The Targeted Business Enterprise (TBE) Utilization Specifications and forms to be used are included in the Project Manual/RFP.



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

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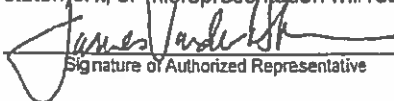
## COMMITMENT TO CONTRACT WITH TBE

PROJECT No. P490-16653 PROJECT TITLE Mitchell Park Horticultural Conservatory Future Path & Feasibility StudyTOTAL CONTRACT AMOUNT (less allowances) \$ 388,580 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
Middleton Construction Consulting 6609 Cottontail Trail Madison, WI 53718	Provide cost estimating and consulting services at Phase I & III of project	\$9,200.00	2%

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

I certify that the TBE firm 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 the TBE firm listed herein.  
Prime Contractor/Consultant Hammel, Green and Abrahamson, Inc. Phone 414-278-3300, or one of our subs, 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

James Vander Heiden, Principal  
Name & Title of Authorized Representative

March 17, 2017  
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 Hammel, Green and Abrahamson, Inc.
- 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

Josh Houston, Vice President  
Name & Title of Authorized TBE Representative

608-960-9444  
Phone Number

March 16, 2017  
Date

### FOR CBDP USE ONLY

Commitment number 2 of 3 Participation: 2% Project Total: 17%

  
Authorized Signature

5/23/17  
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, etc. Contract adjustments shall include proportional TBE participation.

**3. WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, 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) 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:  
**414.278.4747** or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov)

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"

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")<br>(1) Set electronic file (DWG & PDF) |
| 2. | Project Manual<br>& Detail Manual | (2) Sets hard copy<br>(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<br>(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.

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

**COMPLETE LISTING OF SUBCONSULTANTS**

(To Be Completed by Prime Consultant)

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

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

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

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

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

No.	<u>Name &amp; Address</u>	<u>Type of Service</u>	<u>Principal Contact</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

For Prime Consultant:

For Milwaukee County  
Department of Administrative Services  
Facilities Management Division

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

Rejected/Resubmit (No.'s) \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Consultant: \_\_\_\_\_

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

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

Agreement (Contract) No.: \_\_\_\_\_ Effective Date: \_\_\_\_\_

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

Consultant Selection Documentation in File: Yes No

**These deliverable item from the consultant must be in the FACILITIES MANAGEMENT DIVISION  
Project (job) File:**

- ☐ 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 \_\_\_\_\_  
(FCAP Records)
- ☐ 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-01BPS

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

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

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

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

FOR MILWAUKEE COUNTY:

\_\_\_\_\_  
Gregory G. High, Director (Date)  
DAS- Architecture, Engineering  
And Environmental Services

\_\_\_\_\_  
Teig Whaley Smith, Director (Date)  
Administrative Services

\_\_\_\_\_  
Jeremy Theis, Director (Date)  
DAS- Facilities Management Division

\_\_\_\_\_  
Chris Abele, County Executive (Date)  
Office of the County Executive

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

\_\_\_\_\_  
Comptroller (Date)  
Office of the Comptroller

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

\_\_\_\_\_  
Community Business Development Partners (Date)

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

\_\_\_\_\_  
Corporation Counsel (Date)

REVIEWED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
Risk Manager (Date)

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

\_\_\_\_\_  
Corporation Counsel (Date)