



ARCHITECTURE, ENGINEERING, & ENVIRONMENTAL SERVICES SECTION

CONSULTANT RETENTION / CONSULTANT SELECTION APPROVAL

Date: 06/03/2020

I. PROJECT DESCRIPTION

Project Title: Root River Parkway Reconstruction - Parkway - 92nd St. & Parking Lot

Project No.: P538-19607

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

Consultants from the 2020 Annual Consultants list that listed their specialty as Civil Engineering were sent an email and link to the Milwaukee County Construction RFP website to notify the consultants that a Request for Proposals (RFP) for Professional Services was being requested. In addition, the Request for Proposals was advertised in the Daily Reporter on 4/22/20.

Eight proposals were received via email as a pdf document by the deadline on Monday, May 11, 2020 at 5:00 PM. The following firms submitted proposals:

- 1) Ayres & Associates, Inc.
- 2) Baxter & Woodman Consulting Engineers
- 3) Clark Dietz
- 4) EXP
- 5) GRAEF
- 6) raSmith
- 7) Reukert & Mielke, Inc.
- 8) The Sigma Group



Department of Administrative Services
Facilities Management Division

14.80.36.F1

III. RECOMMENDED CONSULTANT SELECTION

Consultant: raSmith
W62 N588 Washington Avenue, Suite 201
Cedarburg, WI 53012-2074

ANTICIPATED NTE FEE: \$ 107,923.00

IV. D/TBE UTILIZATION

Approved D/TBE Participation Recommendation Form (D/TBE-12 Form if 0% goal) or "D/TBE" Utilization Report (D/TBE-14 Form approved by CBDP office) are attached.

V. FISCAL NOTE

BASIC SERVICES - "LUMP SUM" fee for Planning, Design, and Construction Documents.
Lump Sum Fee \$107,923.00.
Sufficient funds are available in the project account to award the consultant contract.

VI. SPECIAL NOTES

The Milwaukee County DAS Facilities Management Division Consultant Agreement for Professional Services, Type "A" Agreement will be used upon completion of the negotiation of final scope of services, fee, and expenses.

VII. COVID19 PREPAREDNESS PLAN

Check the box to confirm the Unit Head has approved the Consultant COVID19 Preparedness Plan and the PM has notified the vendor in writing of approval, copying the project file, Unit Head, and Director of AE&ES.

PREPARED BY: David S. Gulgowski, P.E.

Attachments: Consultant Scope of Work w/Task-Hours Matrix
 Approved D/TBE Participation Form
 1684 Form (14.80.76.F1)

Background and Understanding

Milwaukee County is looking to reconstruct Root River Parkway from 92nd Street to the fork just west of the Root River Parkway. The total distance is approximately 2,200' and structurally the road has reached the end of its useful life. This segment is a popular stretch, being utilized by pedestrians, bicyclists, users of the adjacent beer garden and other park amenities (many cars are parked on the roadway), vehicular traffic accessing the Root River Parkway, golf course, botanical gardens and nature center. Currently the road is wide enough to accommodate a shared roadway for the pedestrian and vehicular use along with space for parallel parking on the south side.



The roadway itself has two crossings of the Root River and its branches and is located adjacent to floodplains and wetlands. The road does have curb and gutter, but remains undrained with no storm structures between the curbs. With no current means to drain the roadway, there is standing water within the roadway limits after rainfalls (where water sits for days, and leads to the deteriorating roadway). Therefore, this reconstruction project will provide the analysis and design of storm water facilities to drain the roadway.

Due to all the parking and popularity of the adjacent uses, including the beer garden, there is a need for additional parking and a path on the south side to allow pedestrians to easily travel to and from the adjacent parking lot and beer garden. The road reconstruction will include widening the road to allow for some sort of angle parking (increasing the amount of available parking) and adding a 10' wide asphalt path on the south side. In addition, there is no lighting on this roadway segment. Based on the heavy use of this roadway, the construction of additional parking and a

new pathway, the need for lighting is necessary. Therefore, as part of the reconstruction, this project will also include new LED lighting.

Lastly, Root River Parkway has an access road to a parking lot that serves the Whitnall Park Beer Garden (among other things). The reconstruction of the parking lot will also be included in this overall project. Although the County is not looking to reconfigure the parking lot, especially with the trees, woods and landscaping adjacent to the lot, minor updates and review of islands and potential rain gardens might be beneficial and could be added.



As one can see, based on the many items stated above, the need to reconstruct the roadway is needed and the additional infrastructure that can be added as part of the reconstruction project will be a benefit to all.

Challenges

On the surface, the design of the road reconstruction, and the new infrastructure may seem straightforward. However, to ensure that the project succeeds financially (under budget), on schedule (bid schedule and construction) and to the approval of the many stakeholders, there will be some unique challenges to overcome.

Drainage: With no existing, or very limited, storm or culverts currently within the roadway, we will have to provide new stormwater facilities. However, because of the floodplain and adjacent wetlands, the configuration and outfalls for these new facilities need to be properly laid out. Our team has the experience to provide innovative designs and recommendations to properly drain the roadway without having

environmental impacts that would delay the project bid, or add additional expenses during the construction. We have provided similar improvements for other communities and our project manager has worked with the County on a past project with many different stormwater elements to achieve the goal of addressing the ponding of stormwater on the roadway.

Parking: We know there is a need for additional parking, but in this case, the usable land to add parking is limited. There are restrictions within the parking lot (trees, woods, etc.) and within the roadway (floodplain and wetlands). However, we have included in our team a transportation engineer and an engineer with extensive parking lot design experience to provide layouts and options to alleviate the parking problem. There are many creative solutions (angles of parking, pavement marking and flow patterns) that we can discuss and provide a cost-effective solution without impacting the floodplain.



Floodplain and Wetland (Environmental Concerns):

It has been noted in the RFP that wetlands do exist adjacent to the roadway, and the project is located within the floodplain in a majority of the segment. We have worked with the County on past projects in providing a design that will avoid the wetlands and also balance the construction of the roadway to avoid impacting the floodplain negatively. We have looked at the grades on-site and have design ideas to eliminate the need for costly and timely waterway modeling due to the floodplain.

In addition, our principal in charge, Len Roecker, works closely with the Village of Greendale who administrates the floodplain ordinance for this roadway segment. We will work closely with the Village to make sure there are no concerns with the floodplain without incurring delays to the project.

New Path: Similar to the parking, we understand there is a need for a separate pedestrian path on the south side. However, due to the woods, wetland and floodplain, the layout and design of this path can be problematic. However, our team has the experience to provide a layout of this path that will either traverse any obstacle, or be designed in a way to offset any floodplain impacts and actually work with the new drainage as well.

Traffic control and construction staging. Providing access to the many users of the roadway during construction can be a challenge. Our experienced engineers have prepared traffic control and staging plans for many similar projects and will incorporate these tasks into our plans and specifications. The desire to have locations for construction staging and locations for construction workers to park, while still maintaining the parking and access to park amenities, will be critical to the success of this project.

Virtual meetings. Although you will see on the schedule the kick-off meeting will not occur until the summer, in these “new ways” a simple meeting may not be so simple anymore. However, if any entity, team member, or stakeholder cannot meet in person, or items in place dictate that we cannot meet as a team, we have experience using GoToMeeting, Microsoft Teams, WebEx and Zoom, to name a few of the more popular platforms we are currently utilizing on other projects.

The above are a few of the items that need attention when doing the final planning and design of the road rehabilitation on this segment of the Root River Parkway. raSmith and our team has completed many similar projects and understands all of the coordination and work efforts that must occur simultaneously in order for the project to succeed. In addition, many of our team members, including our project manager, Troy Hartjes, have previously worked with the County on related projects.

Project Approach

In general, raSmith’s objective is to provide Milwaukee County with sound planning, ideas and design services through extensive coordination with County staff and the stakeholders on the project.

Our approach will include the following key elements:

Innovative Designs and Solutions: On a daily basis each member of our proposed team applies their expertise and leadership to each design element of their projects. This includes working with utilities, roadway reconstructs, drainage/stormwater, rain gardens, permitting and construction staging, among other tasks. On a project such as this, especially with the challenges noted above, the need to approach a project with innovative designs is even more critical.

It will be important to bring the drainage together with the additional parking and new path, yet not negatively impact the wetlands and floodplain. We will use not only the members of our proposed team, but can reach out to the vast resources at raSmith beyond our immediate project team, to find solutions that not only make sense but are constructible, whether that is pavers, storm sewer, rain gardens or simple curb cuts.

Upfront Coordination. Our upfront coordination with any project is important, but in this case, this upfront coordination will need to include some layouts and options almost immediately. Our proposal includes various concepts and optional layouts, along with the benefits and detriments of each, in order to move forward with the most cost-effective but beneficial layout for the new parking, path, storm sewer and parking lot.

We will have base maps showing the environmental concerns on these exhibits, so all can see the actual impacts for each option. Beyond the layouts and options we will begin to work with Greendale immediately, especially noting the relationship with our principal in charge and Greendale. We want all parties to be involved upfront to make sure there are no surprises that will cause delays toward the end of the design.

Maintenance: Working hand in hand with our innovative designs, we will provide solutions that keep future maintenance in mind. At the end of a construction project, a roadway and the improvements look impressive, but we will provide thoughts and ideas for lower maintenance items knowing that budgets and time do not allow the County to maintain the many improvements on a full-time basis.

Communication: Ultimately the project's success will depend on communication. We will start with the

County staff to discuss the history and background and confirm any assumptions we might have for the project. This communication will continue with the other stakeholders, including the Village of Greendale and ultimately continue throughout the project to make sure everyone is on the same page with the final plan, specifications and estimates.

Detailed Plans: At the end of the day, and what it will ultimately come down to, is providing detailed plans that will allow us to properly review the drainage, the new roadway and parking lot, and provide plans that contractors can build. We will cut cross-sections and detailed plan and profile plans so everyone can see where and how things should be built.

Based on the RFP, discussions with the County, and our project understanding and approach as described above, we will provide the below scope of services. Note that this is a generalized scope and the provided level of effort spreadsheet details the exact scope item and hours for each of these items.

Scope of Services

A. Data Gathering and Preliminary Reviews

- 1) Compile additional County data and GIS information.
- 2) Combine and merge survey with GIS data where appropriate. Existing surface will be generated based on merged survey, 3D CAD file provided by the County and GIS data.
- 3) Perform geotechnical evaluations (borings) of the roadway to determine undercut areas, perform a pavement analysis and provide recommendations for the construction phase.
- 4) Review past records and plans, discuss with the County and determine locations of existing storm sewer. Provide televising for all storm sewer found within the roadway and within 25' of the roadway.
- 5) Review the existing data, provide initial layouts and provide recommendations based on the geotechnical analysis, televising and survey.

B. Roadway and Path Design

- 1) After the initial meeting (detailed in meetings below), we will provide new concepts and layouts of the new roadway limits, path and parking lot including cost estimates and discuss final geometrics with the County to review the final layout.

- 2) Complete a horizontal layout of the road alignment for the entire corridor based upon the preferred option from above, along with new typical cross-sections for each segment.
- 3) Complete a vertical design of the road alignment and a grading plan and layout for the new adjacent path.
- 4) Prepare construction details including typical cross section, erosion control and drainage details.
- 5) Prepare a model of the roadway based on typical cross section to generate roadway contours and 50-foot cross sections.
- 6) Revise plans based on County review comments.
- 7) Prepare final plans to include erosion control plan, pavement marking and signing (will review and replace existing signs with new similar signs), road and storm plan and profile sheets, construction details and cross sections.
- 8) Prepare specifications to include bid schedule and special provisions.
- 9) Prepare cost estimates based on preliminary and final design.
- 10) Prepare construction staging/sequencing and a traffic control plan.
- 11) Prepare erosion control items as necessary for permitting.
- 12) Prepare final bid documents, including plans, specifications and cost estimates for bidding.

C. Stormwater Analysis

- 1) Utilizing the preliminary layout of the roadway above including profile and cross-sections, we will verify the drainage patterns and where storm drainage facilities may be placed. We will provide cross-sections every 50', plus at low points where drainage facilities could be placed.
- 2) Perform the necessary hydraulics and hydrology for the storm sewer and other stormwater facilities.
- 3) Prepare alternatives and concepts for various storm facilities. This could include pavers, storm sewer, culverts, rain gardens, bio-swales and curb cuts. Discuss options and costs with the County. Determine if the grades are available to run storm sewer to the river and provide new outfalls.
- 4) Prepare plan detailing the final storm improvements.
- 5) Prepare cost estimates for each of the options and layouts.
- 6) Review and update the plans based upon meetings with the County.

D. Lighting

- 1) This site consists of two lighting requirements, lighting the Root River Parkway, and providing new parking lot lighting around the beer garden parking lot. Pole and LED light fixture selection shall be coordinated with the County.
- 2) For the Parkway, LED pole fixtures shall be provided extending from 92nd street to the east bridge on Root River Parkway. A new electrical service shall be provided and coordinated with WE Energies for the Parkway lighting. Underground wiring shall extend from a new electrical service to inground pull boxes at each new pole light fixture. Controls shall be provided to meet the owner's requirements. Point to Point Lighting calculations shall be performed to determine the performance type of the light fixtures and distance between fixtures.
- 3) For the Beer Garden parking lot, the existing flood lighting shall be removed. New LED lighting shall be provided for a safe and even illumination around the entire parking lot as determined by Point to Point lighting calculations. Power shall originate from the Beer Garden building. It is assumed that the existing electrical service in the Beer Garden building will have enough capacity to handle the parking lot lighting. Controls shall be provided to meet current Energy Codes and owner's requirements.



E. Parking Lot

- 1) Prepare draft parking lot configurations, internal to the existing perimeter, to determine any layouts that would improve the existing parking lot.
- 2) Review the drainage of the existing parking lot and the need for any improvements,

including curb and gutter, new islands, rain gardens or storm sewer.

- 3) Prepare final layout, design and grading plans for the new parking lot and drainage improvements, including new pavement marking.

F. Permitting and Agency Approvals

- 1) We will send out preliminary plans to utilities for confirmation of accuracy and any conflicts. We will provide final plans for any relocations.
- 2) Coordinate with the Village of Greendale to confirm floodplain concerns, existing utilities that cross the roadway and general coordination. We understand a portion of the roadway may fall within the flood fringe, but not the floodway, and assume no HEC-RAS modeling will be required. We will provide cross-sections and information to show no additional fill will impact the flood plain.
- 3) We will prepare the necessary WDNR NOI (WRAPP) permit due to the disturbance of more than one acre.

G. Meetings

There are several meetings identified below that will occur as part of the design phases discussed above.

- 1) Team meetings with County staff, including the initial kick-off (before geotech and televising to confirm items); post survey kick-off (to review preliminary layouts and final design consideration and assumptions); 30%, 60% and 90% meetings; and monthly meetings. At this time we believe these will be in person, but we can utilize the above-mentioned software if virtual meetings are desired.

H. Contingency Items (not believed to be required at this time)

- 1) If the grade allows new storm sewer to outfall to the waterway, and this is deemed the most beneficial solution, we will provide a storm sewer design to the waterway. This would require MMSD permitting and coordination. Depending on the needs and volume, we believe this could be provided for approximately \$7,500.
- 2) We anticipate working with the Village of Greendale and providing a design to avoid a net fill within the floodplain. However, if HEC-RAS modeling is required, we can provide the updated model (assuming one exists) and work with the City (no WDNR permitting required) to obtain approval of the new model. We estimate this fee to be

approximately \$4,000-\$6,000 depending on the requirements with the Village.

We will avoid any wetlands with our new storm outfalls, path and parking areas. However, if a layout is desired that impacts a wetland we will work with the WDNR to obtain a wetland fill permit. This permit and coordination would be approximately \$3,000, assuming a general permit would suffice.



Root River Parkway Reconstruction Parkway to 92nd Street, with Parking Lot	Principal-in-charge Recker, P.E.	Project Manager - Hartjes, PE	Lead Design- Gasper, PE	Project Engineer, Gebhart	Engineering Tech, Mann	GIS - Beloit	Stormwater and Permitting Lead, Raasch PE	Stormwater & Permitting - Myers, PWS	Landscaping/Rain Gardens, Mortenson	QA/QC - Constructability - Zimmer, PE	Clerical	Lighting IBC Sr. Project Manager	Sr. Electrical Engineer IBC	IBC Project Elect Engineer	Electric CAD Designer IBC	Geotech Project Manager-Himalayan	Geotech Senior Engineer-Himalayan	Project Geologist- Himalayan	Geotech Project Engineer-Himalayan	Geotech Admin- Himalayan	Storm Televising-The Expedition	TOTAL
Hourly Rate	\$164	\$150	\$136	\$106	\$98	\$90	\$148	\$110	\$152	\$140	\$75	\$132	\$119	\$103	\$96	\$208	\$140	\$104	\$104	\$104	\$5,250	
Planning and Design Scope/Tasks																						
Up to Bidding																						
CAD/Survey Review, Surface Modeling and Data Gathering		2	6		20	4																32
Preliminary Drafting-Cut Sheets and existing cross-section			4	8	32																	44
Conceptual Layout of new path, wider roadway and parking lot	2	4	4	24	4																	38
Report of exist findings and replacement recommendations		4	16								4											24
Roadway Horizontal Alignment with parking lane		2	8	16																		26
Roadway Vertical Alignment and Proposed Cross-sections		2	16	40	4																	62
Pavement Analysis		2	8																			10
Path Layout and Grading Plan		2	8	24	4																	38
Final Road Reconstruction Plans and Notes and Details		4	16	16																		36
Coordination with Greendale on Floodplain and Plans	4	4		4		2																14
Utility (TV/Cable/Gas/Water) Coordination				4																		4
Pavement Marking and Signage			4	12																		16
Construction Staging, Phasing & Traffic Control		2	16	4			2			8												32
Lot Layout w/ Grading Plan to 90% w/ Landscape/Rain Gardens		2	4	20			8	2	16													52
Storm Sewer and/or Outfalls from Roadway			8					2	4													14
Lighting (electrical, fixture, photometric, meetings, spec)												4	53	5	32							94
Cost estimates/Quantities (30/60/90)		2	4	8																		14
Erosion Control Plan		2	2	16																		20
Specifications		2	20	4							8											34
Permit Submittals (NOI/WRAPP)						2		12														14
Quality Control	16	4								12												32
Project Management including Subc. Coordination		32																				32
Client Meetings (monthly over 6 months, plus KO/30/60/90)		12	4				4															20
Site Visits (During Design)		2	4	2																		8
Storm Televising																					1	1
Geotechnical Analysis up to 7 borings, 5 in road; 2 in lot																8	12	16	12	2		50
Prepare and submit final PSE, including parking lot	2	10	16		16						8											52
Total Hours	24	96	168	202	80	8	14	16	20	20	20	4	53	5	32	8	12	16	12	2	1	813
Total Fee	\$3,936	\$14,400	\$22,848	\$21,412	\$7,840	\$720	\$2,072	\$1,760	\$3,040	\$2,800	\$1,500	\$528	\$6,333	\$517	\$3,071	\$1,663	\$1,674	\$1,663	\$1,247	\$208	\$5,250	\$104,482
Total Expenses		\$200	\$50				\$100	\$140			\$500	\$101				\$2,350						\$3,441
Total Fee and Expenses	\$3,936	\$14,600	\$22,898	\$21,412	\$7,840	\$720	\$2,172	\$1,900	\$3,040	\$2,800	\$2,000	\$629	\$6,333	\$517	\$3,071	\$4,013	\$1,674	\$1,663	\$1,247	\$208	\$5,250	\$107,923
Total DBE % and Participation												0.58%	5.87%	0.48%	2.85%	3.72%	1.55%	1.54%	1.16%	0.19%	4.86%	22.80%

* Milwaukee County Certified DBE includes total contract (Highlighted Columns)

Total Lump Sum Fee

\$107,923

Assumptions

Total DBE Fee

\$24,605

Costs are through final contract document with Plan, Spec and Estimate; Bidding and Construction Observation Services and Costs can be provided if desired.

DBE %

22.80%

Cross-Sections assume typical, storm outfalls/curb cuts and every 50' to determine match points and cut/fill quantities; we will utilize CAD 2018 file and surface model provide by county to create cross-sections

Monthly meetings costs include time for bi-weekly meetings over the last 4 weeks prior to bidding. Meetings estimated at 2 hours each and also assume a kick-off, 30/60/90 meetings with 2-3 staff members per meeting.

Storm sewer or curb cut and outfalls to discharge prior to wetland.

Permits include NOI: no CH 30 or wetland or water way or floodplain anticipated

No retaining wall or structural engineering required.

Coordination includes submittals of plans, updates and notifications, but no actual permit anticipated from Greendale

Fees are based upon 2020 hourly rates.

Televising fee is an estimated fee for contingency in case storm is found and a budget is included to TV up to 2 locations within the roadway and 25' beyond the road limits. If no storm is found the cost will be removed from the budget.

Reimbursables include 1 NOI permits at \$140, \$350 for mileage and \$500 in printing and signs.

Geotechnical Borings to a depth of 5'.

Survey review (provided by the County) will include providing the county a map of missing survey items.

Fee expense for geotechnical is drilling costs.



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. P538-19607 PROJECT TITLE Root River Parkway Reconstruction
 TOTAL CONTRACT AMOUNT (less allowances) \$ 107,923 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract
IBC Engineering Services, Inc N8 W22195 Johnson Dr. Ste 180 Waukesha, WI 53186	Electrical Engineering	\$10,550	9.78%

- 1) The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations the TBE sub-contract amount might NOT be based on the total project contract amount.
- 2) The percentage is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The Pass/Fail determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages MUST satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by CBDP the Prime's COMMITMENT to the TBE company.

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 R.A. Smith, Inc. Phone 1-252-317-5305, 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 Troy Harjes, PE Senior Project Manager May 8, 2020
 Name & Title 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 Wisconsin Unified Certification Program certifying partners
 - MBE by State of Wisconsin DOA
 - WBE by State of Wisconsin DOA
 - SBE by SBA Federal Size Standards, NAICS and registered in SAM
 - SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. 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 our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

 Signature of Authorized TBE Representative Mike Roller, Dir. Operations 262.522.4422 5/8/2020
 Name & Title of Authorized TBE Representative Phone Number Date

FOR CBDP USE ONLY

Commitment number 1 of 3 Participation: 9.78% Project Total: 22.8%

 Authorized Signature Kevin Crampton 5/29/20
 Date

TBE-14 (06/08/18) Previous Editions Obsolete



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. P538-19607 PROJECT TITLE Root River Parkway Reconstruction
 TOTAL CONTRACT AMOUNT (less allowances) \$ 107,923 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract
Himalayan Consultants, LLC W156 N11357 Pilgrim Road Germantown, WI 53022	Geotechnical Investigation	\$8,804.61	8.16%

- 1) The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations the TBE sub-contract amount **might NOT** be based on the total project contract amount.
- 2) The **percentage** is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The **Pass/Fail** determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages **MUST** satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by CBDP the Prime's **COMMITMENT** to the TBE company.

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

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Prime Contractor/Consultant R.A. Smith, Inc. Phone 1-262-317-3305, 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

Troy Hartjes, PE Senior Project Manager

Name & Title of Authorized Representative

May 8, 2020

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 Wisconsin Unified Certification Program certifying partners
 - MBE by State of Wisconsin DOA
 - WBE by State of Wisconsin DOA
 - SBE by SBA Federal Size Standards, NAICS and registered in SAM
 - SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. 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 our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

Signature of Authorized TBE Representative

Gopal K. Adhikary, P.E./President-CEO

Name & Title of Authorized TBE Representative

262-502-0066

Phone Number

5/8/2020

Date

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Commitment number 2 of 3

Participation: 8.16%

Project Total: 22.8%

Authorized Signature

Date



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. P538-19607 PROJECT TITLE Root River Parkway Reconstruction-Pkwy-92nd & Parking Lot

TOTAL CONTRACT AMOUNT (less allowances) \$ 107,923 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract
The Expeditors, Inc. 139 N. Main Street Dousman, WI 53118	Televise only un-surcharged Storm Sewer	\$5,250.00	4.86%

- 1) The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations the TBE sub-contract amount might NOT be based on the total project contract amount.
- 2) The percentage is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The Pass/Fail determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages MUST satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by CBDP the Prime's COMMITMENT to the TBE company.

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 R.P. SMITH, INC Phone 262-777-3305, 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] Signature of Authorized Representative TROY HARTZES SR. PROJ. MANAGER Name & Title of Authorized Representative MAY 8, 2020 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 Wisconsin Unified Certification Program certifying partners
 - MBE by State of Wisconsin DOA
 - WBE by State of Wisconsin DOA
 - SBE by SBA Federal Size Standards, NAICS and registered in SAM
 - SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. 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 our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

Catherine M. Muchka Signature of Authorized TBE Representative Catherine M. Muchka (President) Name & Title of Authorized TBE Representative 800-657-0879 Phone Number 05-07-2020 Date

FOR CBDP USE ONLY

Commitment number 3 of 3 Participation: 4.86% Project Total: 22.8%
Kevin Crampton Authorized Signature 5/29/20 Date

TBE-14 (06/08/18) Previous Editions Obsolete

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, 9th Floor - 633 W. Wisconsin	CONTRACT TYPE	
	Professional Service - Operating	
	Professional Service - Capital	X
	Purchase of Service	
	Preliminary	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DAS - Facilities Management	120	1400

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
99395		X		

NAME OF VENDOR	ADDRESS
raSmith	16745 W Bluemound Rd Brookfield, WI 53005

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	06/02/20 12/31/20	7		\$ 107,923.00

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
2020	01	1400	120	1400			6146	WP538011			\$ 107,923.00

PURPOSE OF CONTRACT

Root River Parkway Reconstruction, Project Number P538-19607. Professional consulting services to complete planning, design, and construction documents.

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

If YES, give County Board File No. TBD Date Approved TBD

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

Elena Lamendola	06/09/20	Sr. Budget And Fiscal Analyst
Prepared By <i>Gregory G. High</i>	Date 6/16/2020	Title Director AE&ES DAS - Facilities Management
Signature of County Administrator	Date	Title

This Retention Approval executed by:

DocuSigned by:
 BY: Gregory G. High DATE: 6/16/2020
 Director
 53608AA15A3846B...
 Department of Administrative Services
 Facilities Management Division
 AE&ES Section

DocuSigned by:
 BY: Guy Smith DATE: 6/18/2020
 3C64EEF1D1CC409...
 NAME: Guy Smith

TITLE: Executive Director, Parks Department

DEPARTMENT: Milwaukee County Parks

DocuSigned by:
 BY: Stuart Carron DATE: 6/18/2020
 Director
 52850113CDB7473...
 Department of Administrative Services
 Facilities Management Division

DocuSigned by:
Sarah Toomsen 6/18/2020
 134132F383B84D2...

Certificate Of Completion

Envelope Id: 0EA6FE9B17424C8D9C363A1D19927CB9	Status: Completed
Subject: Please DocuSign: P538-19607 Root River Parkway Reconstruct Pkwy 92nd pkg lot Consultant Selection Ap	
Source Envelope:	
Document Pages: 14	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ivette Cruz
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	ivette.cruz@milwaukeecountywi.gov
	IP Address: 204.194.251.3

Record Tracking

Status: Original 6/15/2020 8:21:27 PM	Holder: Ivette Cruz ivette.cruz@milwaukeecountywi.gov	Location: DocuSign
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Signer Events

Gregory G. 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

Stuart Carron
Stuart.Carron@milwaukeecountywi.gov
Director, Facilities Management Div.
Milwaukee County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Guy Smith
Guy.Smith@milwaukeecountywi.gov
Executive Director, Parks Department
Milwaukee County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 12/11/2017 4:09:25 PM
ID: 022e4205-7af7-4f9e-a114-b604b5086b96

Sarah Toomsen
sarah.toomsen@milwaukeecountywi.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 6/18/2020 1:08:25 PM
ID: 1d281dc3-4dd8-439c-9b57-3f113fc396bfe

Signature

DocuSigned by:
Gregory G. High
B9605AA15A3846B...

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

DocuSigned by:
Stuart Carron
928D0113CDB7473...

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

DocuSigned by:
Guy Smith
3C64EEF1D1CC409...

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

DocuSigned by:
Sarah Toomsen
134132F383B84D2...

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Timestamp

Sent: 6/15/2020 8:35:48 PM
Viewed: 6/16/2020 9:00:35 AM
Signed: 6/16/2020 9:00:57 AM

Sent: 6/16/2020 9:00:58 AM
Viewed: 6/18/2020 11:49:01 AM
Signed: 6/18/2020 11:49:35 AM

Sent: 6/18/2020 11:49:36 AM
Viewed: 6/18/2020 1:03:43 PM
Signed: 6/18/2020 1:07:21 PM

Sent: 6/18/2020 1:07:23 PM
Viewed: 6/18/2020 1:08:25 PM
Signed: 6/18/2020 1:09:07 PM

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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David Gulgowski David.Gulgowski@milwaukeecountywi.gov Managing Engineer - Site Development Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/18/2020 1:09:09 PM Viewed: 6/22/2020 10:36:52 AM
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Lamont Robinson lamont.robinson@milwaukeecountywi.gov Kevin Crampton kevin.crampton@milwaukeecountywi.gov Shirlean Clayton shirlean.clayton@milwaukeecountywi.gov Mya Robinson mya.robinson@milwaukeecountywi.gov Milwaukee County Signing Group: Community Business Development Partners Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/18/2020 1:09:09 PM
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Katie Dunne katie.dunne@milwaukeecountywi.gov Clerical Assistant Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/18/2020 1:09:09 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/18/2020 1:09:09 PM
Certified Delivered	Security Checked	6/18/2020 1:09:09 PM
Signing Complete	Security Checked	6/18/2020 1:09:09 PM
Completed	Security Checked	6/18/2020 1:09:09 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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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.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

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

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

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

To request paper copies from Wisconsin Milwaukee County

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

To withdraw your consent with Wisconsin Milwaukee County

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

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

Required hardware and software

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

1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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- 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.