



431 Catalyst Way
Madison, Wisconsin 53719

Contract for Services

Slipstream Group, Inc., a Wisconsin nonstock corporation (“Company”), and the City of Milwaukee, a municipal corporation of the State of Wisconsin, by and through its Environmental Collaboration Office (“City” or, in the attachments, “Contractor”), collectively referred to as the “Parties” and individually as a “Party” hereby agree as follows:

1. **SCOPE OF SERVICES** Company is the implementation contractor for the U.S. Department of Energy Buildings Upgrade Cream City Climate Challenge (“C4”) project. City shall furnish any labor, equipment, materials, supplies and transportation required to perform its respective obligations under this Contract for Services, as set forth in the Scope of Work (Attachment A) and those subsequently adopted by mutual agreement during the lifetime of this Contract (hereinafter called the “Services”). The Services are funded by U.S. Department of Energy.

2. **DURATION OF SERVICES** City shall begin performance of the Services ON OR ABOUT November 1, 2023, and shall complete the Services by June 30, 2025..

2.1. **AMENDMENT** This Contract for Services, including its duration of services, may be amended by mutual agreement. Any amendment shall be in writing and signed by individuals with actual authority to bind the Company and the City, respectively.

3. **COMPENSATION** City’s compensation will be described in the Scope of Work (Attachment A).

4. **TERMS OF PAYMENT** Invoices shall be prepared by City and sent to Company on a monthly basis in accordance with the Invoice Guidelines (Attachment B) and the Example Invoice (Attachment C) attached hereto. Company shall make payments to City in accordance with City’s documented time and materials expenditures up to the compensation indicated in Section 3. All non-labor charges shall be invoiced at cost. Travel expense limitations shall comply with Company’s Travel Expense Guidelines (Attachment D). All invoices and other correspondence shall include the project code L23250 for activities supporting C4.

Company shall issue payment within thirty (30) days of an approved invoice from City. If City is a U.S. entity that is not an incorporated company, a federal tax identification number must be provided before payment can be made, so that 1099 forms can be correctly issued. If applicable, City shall also give Company a copy of its W-9 prior to the issuance of any payment.

5. **INSURANCE** During the term of this Contract, City shall maintain its status as a self-insured entity. City shall further require any subcontractor employed by City to perform or assist in the performance of the Services to maintain Insurance Requirements described in Attachment E. If requested by Company, City shall furnish Company with a letter evidencing City’s self-

insured status. **Failure to provide this documentation upon request may result in cancellation of contract.**

6. CHANGES IN SCOPE Company shall have the right at any time during the term of this Agreement to make changes in the scope of the Services to be performed. The related cost changes shall be subject to the mutual agreement of both parties. Appropriate written authorization for such changes shall be provided on a Change Order furnished by Company and shall be executed prior to performance of the affected Services. Company shall not be liable for any amount exceeding the total compensation amount specified in the Scope of Work, unless authorized by Company in advance.

7. WARRANTY City warrants to Company that the Services shall be in conformance with the established professional standards for such Services and with all applicable laws, rules, orders, regulations, codes, and ordinances. If any failure to comply with this warranty is discovered by Company, City shall, upon receipt of written notice from Company, correct any defective Services identified by Company at its own expense to the reasonable satisfaction of Company.

8. INTELLECTUAL PROPERTY The Parties agree that the “Deliverables” produced as a result of the Services provided hereunder are to be considered a “work-made-for-hire” under the copyright laws of the United States, so that Company shall own all right, title and interest to such Deliverables. The Deliverables are defined in this Agreement as all data, documentation, software and information, in whatever form, first produced or created by or for Company as a result of or related to the performance of the Services under this Agreement. If for any reason City's Deliverables are not copyrightable or cannot be considered “work-made-for-hire,” City hereby assigns, transfers and conveys to Company all rights, title and interest of any kind or nature in and to any and all Deliverables. Notwithstanding the foregoing, the City shall have a non-exclusive license to use any Deliverables for any purpose without compensation to Company. The Deliverables do not include any of City's data, proprietary software, hardware, code, programs, design documents, or information pre-existing as of the effective date of this Agreement (“City's Pre-Existing Work Product”). Company acknowledges that, as between City and Company, City retains ownership of all rights, title and interest (including any patent rights, data rights or copyrights) in City's Pre-Existing Work Product, and Company is obligated hereunder to treat such proprietary materials as confidential, in accordance with section 26 (Confidentiality).

9. APPROVAL OF DOCUMENTS The approval by Company of any Deliverables prepared, developed or furnished by City shall not relieve City from its responsibility for correctness of design, details or dimensions, for the quality of the work and for the suitability of the work for the intended purpose or to otherwise perform the Services.

Financial status reports shall be submitted in accordance with the Invoice Guidelines and Sample Invoice attached hereto and made a part hereof (Attachments B and C).

10. Intentionally omitted.

11. SAFETY City shall have in place a safety program designed to train and protect its employees from the reasonably foreseeable risks associated with performance of the Services, and will be solely responsible for ensuring that its agents, servants, employees, its subcontractors, and their subcontractors and employees perform all Services in a safe manner and in accordance with

all applicable health, safety and environmental laws, rules and regulations. City shall require its employees to utilize all necessary equipment, apparel, devices and procedures required to properly protect the safety and health of City's employees and the premises where City is working. Company shall have the right to order the performance of the Services suspended where, in its opinion, such requirements are not being met, and such Services shall not be resumed until City has complied with such safety requirements.

City will notify Slipstream Group, Inc. within twenty-four (24) hours if any of the following events occur while performing Services

- OSHA recordable injury or citation (regardless of party at fault).
- Vehicle accident (regardless of fault) while performing Services.
- Moving violation while performing Services.
- Condition that draws (or may draw) negative media attention to Slipstream or its Sponsor.
- Electrical outage, environmental spill, electrical flash or contact.

Notification must be made by phone or email.

Name: Dan Streit

Number: 608-729-6954

Email: dstreit@slipstreaminc.org

12. INDEMNIFICATION The Company and City agree that each Party shall be responsible for its own acts, errors and omissions and those of its officers, directors, employees and agents in the performance of this Contract for Services. Neither City nor Company will be liable to any third party in any way for the activities of the other Party or the other Party's officers, directors, employees and agents made in performance of this agreement arising out of or in connection with: (a) any failure to perform any of the terms, covenants or conditions of this Agreement; (b) any act, error, omission, misrepresentation or misconduct; (c) the failure to comply with any applicable laws, rules or regulations; or (d) any accidents, claims, damages, losses, injuries or expenses. The foregoing provisions in this section shall not be construed as a waiver by City of any defense or immunity provided under common law or statute, including Wis. Stat. §§ 893.80 and 895.46.

13. PROJECT MANAGER, COMPANY AUTHORIZED REPRESENTATIVE City shall designate an authorized representative as the project manager to supervise the performance of the Services. Notice or directions regarding performance of the Services whether written or oral given to such project manager by or on behalf of Company shall have the same effect as if given directly to City. Any other notices regarding this contract shall be in accordance with section 19 (Notices).

City is not authorized to perform any tasks for this project which are not authorized in writing by the Company's authorized representative. Should any unauthorized tasks be performed, such tasks shall be the sole expense of City.

The authorized representative of Slipstream shall be Dan Streit, unless otherwise provided to the City in writing.

14. PROGRESS REPORTS City shall furnish Company with periodic reports as to the progress and status of performance of the Services and Deliverables in such form and at such times or intervals as may be reasonably specified by Company. Upon completion of the Services, City shall

furnish a final report containing such information as may be reasonably requested by Company. Progress reports shall include documentation reasonably requested by the Company, which may include pictures, drawings, and/or photographs documenting the progress of the completed services.

15. CITY'S RECORDS City's accounting records relating to the Services shall be available to Company for inspection by an authorized representative at mutually convenient times for a period of up to one (1) year following the completion of all Services and or the termination of the contract, whichever occurs first. All such information shall be treated as confidential and of value to City.

16. DELAYS: EXTENSION OF TIME If City's performance of the Services is hindered, delayed or suspended by Company, or by acts of God or casualties or other thing which Company shall deem sufficient cause, City shall have a reasonable extension of time to complete the Services, to be mutually agreed upon by the Company and City. Parties acknowledge and agree that Department of Energy deadlines shall be prioritized in determining a reasonable extension.

17. TERMINATION Either Party shall have the right at any time, by a fifteen (15) day written notice to the non-terminating Party, to terminate or suspend all or any part of the Services or to decrease the scope thereof. In the event Company terminates this agreement, City shall discontinue performance of the Services as directed by Company, and shall be paid for the Services performed to the effective date of termination or suspension in accordance with any applicable prices and/or rates specified in this Agreement.

18. ASSIGNMENT OR SUBCONTRACTING City shall not assign this Agreement or subcontract the Services or any part thereof without the written consent of Company. Any such assignment or subcontracting, if authorized by Company, shall not relieve City of any of its obligations hereunder.

19. NOTICES All notices required to be given in writing under this Agreement shall be delivered by mail or electronically to the respective representatives of Company and City set forth below, addressed as follows:

To Company:

431 Catalyst Way
Madison, WI 53719

Attention: Sandra Henry
Title: President and CEO
Email shenry@slipstreaminc.org

Slipstream Group, Inc.

To the City:

Environmental Collaboration Office
City of Milwaukee
200 East Wells Street, Room 603
Milwaukee WI 53202

Attention: Erick Shambarger
Title: Environmental Sustainability Director
Email: eshamb@milwaukee.gov

20. APPLICABLE LAW This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin. The Parties hereby irrevocably submit to the jurisdiction and venue of the courts sited in Dane County Wisconsin or the courts sited in Milwaukee County, to the exclusion of any other venue.

21. QUALITY REVIEW Company's authorized representative shall have the sole discretion to approve City's fulfillment of each milestone or Deliverable specified in the Scope of Work (Attachment A).

22. Intentionally Omitted.

23. THIRD PARTY PERSONNEL ACKNOWLEDGEMENT The City acknowledges they are an independent contractor, not an employee of the Company or any Sponsor.

24. MISCELLANEOUS City shall at all times comply with and observe all federal laws and published circulars as they may apply, as well as all state and local laws, rules, orders, ordinances, and regulations that are in effect during the period of this Agreement and that in any manner affect the work or its conduct.

25. PUBLIC RECORDS LAW Notwithstanding any provision of section 26 (Confidentiality), Company and City understand and acknowledge that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third (3rd) party, the records of Company that are "produced or collected" by Company under this Contract ("Records"). Company is further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and Company acknowledges that it has read and understands that definition. Irrespective of any other term of this Contract, Company is obligated to: (1) retain Records for seven (7) years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third (3rd) party in response to a public records request. Company's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Contract, and City must defend and hold City harmless from liability due such breach.

26. CONFIDENTIALITY Except for Deliverables as provided in section 8 and mutually-agreed-upon external communications (press releases, website information, etc.), all documents related to this Contract for Services ("Documents") and City's Pre-Existing Work Product are confidential and Company agrees that it will not, without prior written approval from City, make Documents or City's Pre-Existing Work Product available to any individual, agency, public body or organization except as required by this Contract for Services or by any applicable law or legal process. City agrees to keep all Documents confidential to outside parties, except to the extent that such documents are used for legislative, governmental, or legal purposes. Legislative and governmental purposes include, but are not limited to, the presenting of documents for consideration in any meetings of the Common Council, its subcommittees, or other City officials. Legal purposes include but are not limited to those of legal process, including discovery, and any

disclosure required by law as determined by the City, including under Wisconsin's Public Records law. Upon City's request, Company shall deliver all Documents and Pre-Existing Work Product to City and then destroy all copies of same, whether in written, electronic or other form or media, in a commercially reasonable manner and shall certify in writing to City that all Documents and Pre-Existing Work Product have been returned to City and destroyed in a commercially reasonable manner at no cost to City. Company shall comply with all City's directions regarding the return and/or destruction of the Documents or City's Pre-Existing Work Product within fourteen (14) days. Company shall notify City if it has knowledge of an unauthorized acquisition or use of the Documents or Pre-Existing Work Product as soon as possible, but no later than within one (1) business day of such knowledge.

27. AUDIT Company shall make the documents related to this Contract for Services available to City to allow City to audit, examine, excerpt or transcribe the documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract any time during normal business hours and as often as City may, in its sole discretion, deem necessary. City shall be responsible for the costs and expenses of any audit conducted by City; however, Company shall not charge any fees to City for any additional work or costs associated with the performance of Company's duties under this section.

28. NONDISCRIMINATION It is City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances (MCO) Section 109-9. Parties contracting with the City of Milwaukee employing any resident of the City of Milwaukee may not discriminate against any member of the Protected Classes.

29. SLAVERY DISCLOSURE AFFIDAVIT All vendors in existence prior to 1865 contracting with City shall complete an affidavit prior to entering into a contract verifying that it has searched any and all company records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

30. REMEDIES AND NO WAIVER Nothing in this Contract for Services shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which City is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind City.

31. NO THIRD PARTY BENEFICIARIES No provision of this Contract for Services is intended or shall be construed to be for the benefit of any third party.

32. SEVERABILITY The provisions of this Contract for Services are severable, and the invalidity or unenforceability of any one or more provision(s) shall not affect or limit the validity of the remaining provisions. Should any particular provision be held to be unreasonable or unenforceable

for any reason, then such provision shall be given effect and enforced to whatever extent would be reasonable and enforceable under the applicable law.

33. HEADINGS The headings in this Contract for Services are included as reference only and shall not limit or alter the meaning of any of the terms and conditions herein.

This Contract for Services constitutes the entire understanding and agreement between the Parties for the Services and supersedes any and all prior representations and agreements, whether written or oral, between the Parties as to the Services, except as specifically provided in this Contract for Services. No waiver, alteration, consent or modification of any of the provisions of this Contract for Services shall be binding on Company unless in writing and signed by Company's authorized representative. If there is any conflict or ambiguity between the terms or provisions of this Contract for Services document and any term or provision in attachments A through D, the terms and provisions of this Contract for Services document shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 20__.

SLIPSTREAM GROUP, INC.

By _____
Sandra Henry
Title President and CEO

City of Milwaukee

By _____
Erick Shambarger
Title Environmental Sustainability Director
Environmental Collaboration Office

ATTACHMENT A

SCOPE OF WORK

The tasks described in this Attachment A includes work funded through the Cream City Climate Challenge (funded through the U.S. Department of Energy Buildings UP prize).

Company will compensate Contractor for services performed on a time and materials basis. Contractor will invoice Company for services using Contractor's standard hourly billing rate and will invoice Company for direct expenses at cost. Contractor's total compensation during the project period shall not exceed \$65,000.

Task 1. Lead development of stakeholder engagement & participant recruitment strategy

- Leverage relationships through the ECO Neighborhoods Initiative, Green Congregations Initiative, Green Jobs Accelerator, and other relevant initiatives to engage community based organizations, small businesses, institutions, and other relevant stakeholders in project planning activities.
- Use existing communication channels to support participant recruitment and project planning activities.
- Facilitate four large group stakeholder meetings to inform planning process.

Task 2. Planning and strategy support

- Connect project team with existing programs, agencies, and stakeholders working in prioritized communities and/or working on relevant decarbonization and green infrastructure projects.
- Collaborate with partners to develop streamlined building assessment protocols.
- Collaborate with partners to develop standardized decarbonization measure packages.
- Advise on building science and installation training topics, credentials, and skillsets to be advanced through C4 workforce development activities.
- Collaborate with partners to develop financing strategies for decarbonization and green infrastructure projects.

Task 3. Project administration

- Attend monthly partner coordination meetings
- Collaborate effectively with project team members.
- Provide brief quarterly progress reports to the project manager
- Support Phase 2 funding application development and other funding proposals

ATTACHMENT B

INVOICE PREPARATION GUIDELINES

Time and Material/Expense Contracts

These guidelines are intended to provide contractors with information to enable invoices and monthly reports to be processed in a timely and efficient manner by Company. We have purposely not covered every detail, but instead addressed the items that most frequently result in delayed processing. If there are any questions regarding format or what information should be contained in either the invoice or monthly report, contact Company for instruction **prior to** submitting an invoice or monthly report. Slipstream Group, Inc. is a non-profit organization and is not subject to sales tax.

Invoice Guidelines

1. One total invoice for the month's work should be received no later than the 10th of the month following the month during which work was completed. Invoices should include the following summary information on the **face** of the invoice:
 - Project code(s).
 - Period covered by invoice (example 11/1/2023 – 11/30/2023).
 - Labor categories, hours and rate.
 - A separate section for rental/leased equipment, including equipment number, description, applicable rate basis (hours, days, weeks, months, etc.).
 - A separate section for equipment, including description of equipment, sub-vendor's invoice number (when applicable), delivery ticket number, or other identification, quantities, prices and extensions. Quantities should be billed in the same unit of measurement as the receipt.
 - Total due.
2. Information contained on the face of the invoice is to be **supported** by attachments to the invoice as follows:
 - A breakdown, by task, of labor (including category, hours and rate) and direct costs. Summaries shall be provided and shall match the face of the invoice.
 - Copies of equipment invoices.
 - Copies of sub-contractor and rental equipment invoices, complete with description of work performed and itemized breakdown of billing.
 - Copies of receipts for individual items.
3. Invoice billing rates must match the rates established in the contract or purchase order. If a change has been requested but not authorized, bill at old rates and follow up with revised invoices when the change has been authorized.

4. All invoices should be addressed as shown below and sent electronically:
ap@slipstreaminc.org

Attn: Accounts Payable
Slipstream Group, Inc.
431 Catalyst Way
Madison, WI 53719

ATTACHMENT C

EXAMPLE INVOICE

ABC Consulting 1234 Any Street Any Town, WI 55555

TO: ap@slipstreaminc.org
Slipstream Group, Inc.
Attn: Accounts Payable
431 Catalyst Way
Madison, WI 53719

Invoice Date:	February 1, 2023
Invoice Period:	January 1 – 31, 2023
Slipstream Project Manager:	Chris Peters
Contract Amount:	\$50,000.00
Current Invoice:	\$1625.00
Billed-to-date:	\$1,000.00
Remaining Balance:	\$47,375.00

Slipstream Project Code 1234-00-00 / B19-123

Labor		
John Smith	3 hours @ \$100.00	\$300.00
Sue Jones	2 hours @ \$125.00	\$250.00
Total Labor		<u>\$550.00</u>
TOTAL		\$550.00

Slipstream Project Code 3579-00-00 / B19-124

Labor		
Dan North	5 hours @ \$100.00	\$500.00
Jane West	3 hours @ \$125.00	<u>\$375.00</u>
Total Labor		\$875.00

Expenses		
	Lodging, two nights, Milwaukee	\$180.00
	Taxi	<u>\$20.00</u>
Total Expenses		<u>\$200.00</u>
TOTAL		\$1,075.00

TOTAL Current Invoice **\$1625.00**

ATTACHMENT D

TRAVEL EXPENSE GUIDELINES

Company shall reimburse Contractor for the following reasonable, least-cost travel expenses:

Expense	Guideline
Airfare	<ul style="list-style-type: none">• Coach rate not to exceed \$600 without prior approval of Company's Project Manager• Booked at least two weeks in advance, unless agreed otherwise in writing
Mileage	<ul style="list-style-type: none">• Appropriate mileage billed at current IRS reimbursable rate
Ground Transportation	<ul style="list-style-type: none">• Least cost round-trip ground transportation between airport and event venue, if applicable• Contractor transportation to and from departure airport• Separate insurance fees, gas fueling fees for rental cars that are returned without a full tank not included• Rental cars should be no larger than midsize
Meals	<ul style="list-style-type: none">• Meals when applicable, not to exceed \$40 per day• Any meals provided at the event will not be a reimbursable item
Lodging	<ul style="list-style-type: none">• Must be booked by Contractor in room block (if applicable)• Will include no more than the day before and day of event
Other	<ul style="list-style-type: none">• Other reasonable expenses related to the event and pre-approved by Company

- Contractor will bill Company directly for such expenses and Company agrees to reimburse the above-described expenses after Company's receipt of invoice and all original receipts, according to the payment terms specified in Section 4 of the Agreement.
- Company reserves the right to reduce reimbursement to reflect least cost travel choices.
- Expenses must be submitted using the format of Company's standard invoice for all expenses (see Attachment C), and must be submitted within 30 days of the expenditure.
- Expenses that are not reimbursable include: alcohol, airline upgrades, gratuities exceeding 20%, luxury rental vehicles, and in-room services such as movies, dry cleaning, honor bar, etc.
- Company will not reimburse flight change fees unless the change was at Company's request.
- Company requests that carbon footprint be considered in all travel.

ATTACHMENT E

INSURANCE REQUIREMENTS

All insurance coverage shall be issued by insurers licensed or otherwise authorized to do business in the state in which the Services are being performed. Insurance required under this Agreement shall be primary in all instances and not contributory with any other insurance that may be available to Company. Insurance required under this Agreement includes:

I. General Liability. Occurrence Form Comprehensive Commercial General Liability Insurance, including, but not limited to, coverage for (a) premises/operations, (b) independent contractor(s), (c) products and completed operations, (d) broad form contractual liability, (e) broad form property damage, including to underground facilities, (f) explosion and collapse hazard coverage, and (g) personal and advertising injury, all with limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Such coverage can be made up of a combination of primary and excess coverage policies.

II. Workers Compensation and Employer's Liability.

(a) Workers' Compensation insurance as required by the laws of the state in which the Services are being performed, including the Longshoremen and Harbor Workers Compensation Act, if applicable; and

(b) Employer's Liability insurance with limits established by state or federal Law if applicable, but in any case with limits not less than \$1,000,000 per occurrence.

III. Vehicle Liability. Comprehensive Vehicle Liability Insurance, covering all vehicles and automobiles whether owned, non-owned, leased or rented when used in connection with performance of this Agreement and including coverage for bodily injury and property damage in an amount not less than \$1,000,000, combined single limit.

IV. General Requirements. All such insurance required above, except for Workers' Compensation Insurance and Professional Liability Insurance shall include Company, its Affiliates and their respective officers, directors, employees and agents as additional insured. Contractor shall be solely responsible for any claims falling within its deductibles under its insurance policies. Prior to commencing any work under this Agreement, **Such certificates shall provide a waiver of subrogation. Contractor shall certify that Company shall be given not less than thirty (30) days prior written notice of any cancellation or material change and not less than ten (10) days prior written notice due to cancellation for non-payment of premiums.** Contractor shall immediately report, in writing, all accidents, claims, suits or threats of litigation arising out of or in connection with the performance of this Agreement.