



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

August 5, 2008

Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a fully executed duplicate original of Contract No. 08-013 (CM) between the City of Milwaukee and your firm, Conservation Design Forum, Inc. This pertains to Phase I of the development of a regional approach to storm water management in the 30th Street Industrial Corridor

Please insert this agreement into Common Council Resolution File No. 071702, adopted May 20, 2008.

Sincerely,

Scott Stange
RACM Compliance Officer

Enclosure

FOR (DCD) PURCHASING/CONTRACT SERVICES SECTION USE ONLY

**CONTRACT FOR SERVICES
PART I**

City of Milwaukee
Department of City Development
Purchasing/Contract Services

The provisions of this contract have been reviewed and approved by the Office of the City Attorney.

CONTRACT NO. 08-013 (CM)
DEPT/DIVISION: DCD – Executive Office
DATE OF AWARD: 7/1/08

PROJECT NAME: 30th Street Stormwater Management (Phase I)
Project/Grant NO. GR1910708000

DUPLICATE ORIGINAL

Distribution
Original – DCD Contract Services
Copy 1 - Contractor
Copy 2 - Comptroller

SERVICE DESCRIPTION (General): 30th Street Stormwater Management (Phase I)
TIME OF PERFORMANCE: July 21, 2008 through November 1, 2008
TOTAL AMOUNT OF CONTRACT: Maximum Amount of Compensation Not to Exceed Twenty-Nine Thousand One Hundred and 00/100 Dollars (\$29,100.00)

THIS AGREEMENT, entered into by and between Conservation Design Forum, Inc (hereinafter referred to as the "CONTRACTOR"), and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY"),

Performance, schedules, and/or invoices will be approved by Rocky Marcoux, Commissioner of the City of Milwaukee Department of City Development (DCD), or his designee.

The following constitute the Contract documents. If there is a conflict or ambiguity, the Contract shall be governed by these listed documents in descending order of precedence.

- A. This Contract for Services.
- B. Exhibit A, "Scope of Services."
- C. Exhibit B, "Fee Matrix."
- D. The Contractor's Proposal as accepted by the City.
- E. The Request for Proposals issued by the City on April 7, 2008.
- F. Exhibit C, Grant Agreement between the State of Wisconsin Department of Natural Resources and the City of Milwaukee.
- G. Work may commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) been notified in writing to commence the Performance of Services, or (b) received from the CITY an original of the Contract that is complete and fully executed.

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent entrepreneur and not as an employee of the CITY.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **RETENTION OF SERVICES.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

VI. REPORTS

- A. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
- B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided. Both parties recognize that this Agreement is subject to the provisions of the State of Wisconsin Public Records Law.

VII. **TIME OF PERFORMANCE.** The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by the or when the CONTRACTOR has received an original of the Contract which is complete and fully executed, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT.

VIII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- A. **Performance.** Notwithstanding any references to the contrary in the contract documents, the CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance.** The CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Contract at such place or places as is necessary so as to enable the CONTRACTOR to fulfill CONTRACTOR's obligations under this Contract.
- C. **Compensation.** The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum for all of the services required.
- D. **Additional Fringe or Employee Benefits.** The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.
- E. **Taxes, Social Security, Insurance, and Government Reporting.** Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the CITY during the terms of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the CITY as an additional insured providing for a thirty (30) day notice to the CITY prior to change, termination or cancellation.

- F. **Subcontracting.** The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the DCD Commissioner.

IX. **METHOD OF PAYMENT.** The City agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the Scope of Services and the Fee Matrix set forth herein it will pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the DCD Commissioner or its designee shall prevail. The conditions of payment are as follows: Compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by the CITY approving officer designated on page 1 and approved by them for payment (as referenced and stipulated on page 2, IV Specific Conditions of Payment).

- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the DCD Commissioner. If any work or services is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as its for the acts and omissions of persons directly employed by them.

XVII. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the DCD Commissioner. Provided, however that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the DCD Commissioner.

XVIII. RECORDS.

- A. **Establishment and Maintenance of Records.** Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, these records shall be maintained for a period of seven (7) years after receipt of the final payment under this Contract.
- B. **Documentation of Costs.** All costs 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 this Contract and shall be clearly identified and readily accessible.

XIX. REPORT AND INFORMATION. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Contract.

XX. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY, the CITY's Comptroller or such agency for examination all of its records with respect to all matters covered by this Contract and the CONTRACTOR and any subcontractors, shall permit the City, the City Comptroller and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. Further, any contract issued by the CONTRACTOR to a subcontractor for work relating to this Contract, shall have an audit clause similar in form and execution to this clause.

XXI. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc. prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the DCD Commissioner.

XXII. CONFLICT OF INTEREST

- A. **Interest in Contract.** No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials.** No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees.** The CONTRACTOR covenants that no person described in Paragraph XXII, A and B above who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or its employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

XXVI. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians, if any, performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.

XXVII. OTHER PROVISIONS.

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the City in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor other than herein provided.
- B. The word "CONTRACTOR" means a person, or an entity, whether public or private, that enters into contract with the CITY, and whenever or wherever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part 1 of this Contract.
- C. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such all of the terms of this Agreement are subject to and conditioned on the provisions of sec. 19.21, Wis. Stats., et seq. Contractor acknowledges that it is obligated to cooperate with the City in producing records which are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the CONTRACTOR must defend and hold the City harmless from liability under that law.
- D. Upon execution of this Contract, the CONTRACTOR certifies to the CITY that it will provide a drug-free workplace, and will otherwise comply with, as required under the Drug-Free Workplace Act of 1988, as amended, and the regulations promulgated thereunder.
- E. The Contractor agrees to abide by the requirements of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324A, and certifies that the identity and work authorization of all Contractor's employees hired after November 6, 1986 has been verified and that the Contractor has not knowingly hired any allens since such date that are not authorized to work in the United States.

XXVIII. This contract consists of this Part I, The City's Request For Proposals, Exhibit A, Exhibit B, Exhibit C and the Contractor's proposal; however, whenever federal state assistance, aids or grants are used in whole or in part for the procurement of the services herein before described or used for the purposes set forth in this contract, this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this contract as though set forth herein in full. Part II is applicable (and attached) X not applicable _____.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF MILWAUKEE, a municipal corporation:

By: [Signature]
DCD Commissioner

Date: 7-30-08
Countersigned By: [Signature] DEPUTY
Comptroller

Date: 08-04-08

Office of the City Attorney
Approved as to Form and Execution

Dated Aug 5, 2008
By [Signature]
Assistant City Attorney

CONTRACTOR:

Firm: Conservation Design Forum, Inc

Address: 375 West First Street

City/State: Elmhurst, IL Zip 60126

Phone: 630-559-2000

Fax: 630-559-2030

By: [Signature]
Title: President
Date: 7-28-08

Witness: _____

PART II

TERMS AND CONDITIONS FOR FEDERAL OR STATE ASSISTANCE, AIDS OR GRANTS

I. DEFINITIONS. As used in this Contract:

- A. "CITY" means the City of Milwaukee, a Wisconsin municipal corporation.
B. "CONTRACTOR" means an entity, whether public or private, that furnishes to the CITY the services referred to in Part I.

II. SPECIAL REQUIREMENTS. If federal or state grants or aids are involved, then any unearned payments under this Contract may be suspended or terminated

- A. Upon refusal of CITY to accept any additional conditions which may be imposed by any appropriate federal or state agency; or
B. Upon the suspension or termination of a grant or aid to the CITY under a federal or state act.

III. IDENTIFICATION OF DOCUMENTS. All reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of Agency, month and year of the preparation, name of the CONTRACTOR and the following notation covering federal assistance:

The preparation of this report, map, document, etc. was financed in part through a grant from

WISCONSIN DEPT. OF NATURAL RESOURCES

(e.g., the Department of Housing and Urban Development, under the provisions of Title I of the Housing and Community Development Act of 1974, or other, as the case may be).

IV. INTEREST IN CERTAIN FEDERAL OFFICIALS. No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or any benefit to arise therefrom.

V. OPPORTUNITIES FOR RESIDENTS. In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that low and moderate income residents are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by low and moderate income residents are to the greatest extent feasible awarded contracts.

VI. COPYRIGHTS. If this Contract results in book or other copyright-able materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.

VII. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

VIII. POLITICAL ACTIVITY PROHIBITED. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

IX. LOBBYING PROHIBITED. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

X. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS. No person employed in the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any

XVII. FEDERAL MANAGEMENT AND BUDGET REQUIREMENTS AND PROCUREMENT STANDARDS

Incorporated by reference herein are requirements and procurement standards which shall apply to the parties hereto:

A. Appendix O — Procurement.

(RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102, AS AMENDED SEPTEMBER 12, 1977.)

1. This Appendix provides standards for use by the state and local governments in establishing procedures for the procurement of supplies, equipment, construction and other services with federal grant funds. These standards are furnished to insure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal law and Executive orders. No additional requirements shall be imposed by the federal agencies upon the grantees unless specifically required by federal law or Executive orders.

2. The standards contained in this Appendix do not relieve the grantee of the contractual responsibilities arising under its contracts. The grantee is the responsible authority without recourse to the grantor agency regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a grant. This includes but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law are to be referred to such local, state or federal authority as may have proper jurisdiction.

3. Grantees may use their own procurement regulations which reflect applicable state and local law, rules and regulations provided that procurements made with federal grant funds adhere to the standards set forth as follows:

a. The grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees or agents in contracting with and expending federal grant funds. Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible by state or local law, rules or regulations, such standards shall provide for penalties, sanctions or other disciplinary actions to be applied for violations of such standards by either the grantee officers, employees or agents or by contractors or their agents.

b. All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. The grantee should be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade.

c. The grantee shall establish procurement procedures which provide for, as a minimum, the following procedural requirements:

(1) Proposed procurement actions shall be reviewed by grantee officials to avoid purchasing unnecessary or duplicate items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.

(2) Invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement, and when so used the specific features of the named brand which must be met by offerors should be clearly specified.

(3) Positive efforts shall be made by the grantees to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing federal grant funds.

(4) The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the grant program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(5) Formal advertising, with adequate purchase description, sealed bids and public openings shall be the required method of procurement unless negotiation pursuant to paragraph (6) is necessary to accomplish sound procurement. However, procurements of \$10,000 or less need not be so advertised unless otherwise required by state or local law or regulations. Where such advertised bids are obtained the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the grantee. Any or all bids may be rejected when it is in the grantee's interest to do so and when such rejections are in accordance with applicable state and local law, rules and regulations.

(6) Procurements may be negotiated if it is impracticable and unfeasible to use formal advertising. Generally, procurements may be negotiated by the grantee if:

(a) The public exigency will not permit the delay incident to advertising;

(b) The material or service to be procured is available from only one person or firm; (All contemplated sole source procurements where the aggregate expenditure is expected to exceed \$5,000 shall be referred to the grantor agency for prior approval.)

(c) The aggregate amount involved does not exceed \$10,000;

(d) The contract is for personal or professional services, or for any service to be rendered by a university, college or other educational institutions;

D. Property Management Standards (Attachment N)

RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102, AS AMENDED SEPTEMBER 12, 1977.)

E. Cost Principles for State and Local Government.

(RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-87, JANUARY 28, 1981.)

F. Cost Principles for Nonprofit Organizations.

(RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-122, JANUARY 28, 1981.)

XVIII. COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE GOVERNMENT. In addition to the requirements as set forth herein, any contractor or subcontractor performing any work or furnishing any materials hereunder shall comply with all applicable federal and state laws and regulations and all applicable ordinances of the City of Milwaukee with respect to equal employment opportunities, minimum wage, anti-kickback regulations, federal labor standards and any other requirements imposed by the Secretary of HUD or his representative. Contractors and subcontractors shall be required to furnish performance bonds, non-collusion affidavits, affidavits of no interest, indemnity agreements or any other protective legal instruments or other protective documents which may be required under applicable laws, ordinances, resolutions or regulations.

XIX. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (REHABILITATION ACT OF 1973; as requested by the City of Milwaukee, Community Development Agency, special reference is made of Sections 503 and 504 of this act.)

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, up-grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

B. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

E. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XX. This is the last numbered paragraph of Part II.

Phase I Scope of Services

Task 1: Project Area Tour and Photo Documentation

The CDF Team will tour the 30th Street Corridor to understand the unique character of the neighborhood, including its various land uses, current intensity of utilization, condition of infrastructure, and open space locations. During the site tour the Team will begin to brainstorm opportunities based on the condition and spatial arrangement of observed urban elements, the locations and extent of residential, industrial, and commercial land uses, and typical urban and ultra-urban stormwater approaches that could potentially be applied (e.g., integrated bioretention permeable paving, green roof systems).

Project Deliverables:

- Project area tour
- Photographic documentation and notes to be incorporated into Workshop presentations and Report.

Task 2: Data Collection

Most of the baseline data will be collected during Phase II of the project after the nature of the project elements and data needs are better explored and understood during Phase I. However, since floodplains and wetlands can present both significant opportunities and constraints, we will collect and overlay these data layers on aerial photographs for use during the Phase I brainstorming session with the Advisory Committee.

Project Deliverables:

- Wetland and FEMA floodplain maps overlaid on aerial photographs.

Task 3: Investigate and summarize local programmatic and regulatory framework

The Team will review and summarize the regulatory and programmatic framework for this neighborhood. These will generally fall into the following categories:

- **Construction site stormwater management:** Relevant regulations include but are not limited to Wisconsin DNR NR216/NR151 construction site permitting, City of Milwaukee Chapter 120 specifying water quality requirements, MMSD Chapter 13 specifying runoff control standards, and WDNR Chapter 30 standards protecting area waterways and wetlands.
- **Municipal Stormwater Management:** The City of Milwaukee is required to meet TSS removal standards under NR151.13. The Team will meet with the Department of Natural Resources to better understand their requirements and specific goals for this project.
- **Brownfield Issues:** Where contaminated soils exist, there will likely be limitations on the types of stormwater best management practices that can be applied, and modifications may be necessary to apply the BMPs. CDF considered the limitations imposed by contaminated soils during the Menomonee Valley Guidelines project, and the Team will meet with City and/or WDNR to review and update those limitations and constraints in

Committee in narrowing the focus of program elements that should be investigated further and tested during Phase II.

- Phase I Report: After concluding the workshops, the Team will prepare a Phase I report that will summarize the investigations of Tasks 1 through 4, overall project goals, and program elements to be evaluated and tested in Phase II. Draft and final reports will be provided. Based on the outcome of the Workshops, the Team will work with DCD to develop a scope of work for Phases II and III.

Project Deliverables:

- Workshop 1 preparation and presentation
- Workshop 2 preparation and presentation
- Phase I Summary Report – Draft
- Phase I Summary Report – Final
- Phase II and III Scope of Work

Task 6: Review DPW Bioretention Design

The Department of Public Works (DPW) has designed a series of 12-14 bioretention planters to be installed in the boulevards between the street and sidewalk along both sides of North 27th Street. The Team will review and provide comments on the 2 prototypical planter designs as well as the overall plans and special provisions. The Team will also respond to questions.

These planters will serve as a demonstration project that will not only help the city in meeting NR 151 requirements, but will also kickstart our planning process and help us engage the community as we move forward with this plan. These prototypical planter designs will also be used as part of the cost analysis comparison on BMP alternatives.

Project Deliverables:

- Mark-ups on Plans and Special Provisions
- Feedback and Discussion on Design

Phase I Schedule

Task	Anticipated Completion Date
1. Project Area Tour & Photo Documentation	August 29, 2008
2. Data Collection	August 29, 2008
3. Investigate and Summarize Local Programmatic and Regulatory Framework	September 30, 2008
4. Investigate and Summarize National and International Programs	September 30, 2008
5. Advisory Committee Workshops and Phase 1 Report	October 31, 2008
6. Review DPW Bioretention Design	August 6, 2008

FEE MATRIX

City of Milwaukee Regional Approach to Stormwater Management in the 30th St. Industrial Corridor - Official Notice #57045

Phase/Task	CDF				Mead & Hunt		BFA	Total Hr & Fee/Task
	Tom Price	Jim Patchett	Marcus de la fleur	Jason Navota	Peter Nilles	Perry Rosa		
1 Project area tour and photo documentation	8			12		4	511 Beth Foy	
2 Collection of wetland and floodplain mapping						4		
3 Investigate and summarize local programmatic/regulatory framework								
Regulatory programs in the City and State						8		
Other programs listed at top of page 4 of RFP							8	
Meeting with WDNR to solidify understanding of goals and requirements under NR161.13 (TP)	6					4		
4 Investigate and summarize national and international programs (JN)	4	4	4	30				
Retrofit programs and projects - both public and private								
Regulations and Incentives								
Fee structures								
5 Workshops and Summary Report								
Workshop 1	8	2		8				10
Workshop 2	8							12
Summary Report								
Findings of investigations	4		1	16	2	1		1
Summary of goals and strategies as determined from Advisory Committee workshops				2		1		8
Scope of work for Phases II and III	4		1	8		2		
6 Review DPW Bioretention Designs				2				
Review Prototype 1 & prepare comments	2							
Review Prototype 2 & prepare comments	2							
Review overall plan	2							
Respond to questions	6							
Total hours	54	6	6	78	34	21		254
Total fee	\$8,100	\$900	\$600	\$7,020	\$3,400	\$1,995		\$28,100
			\$20,020			\$3,595		\$4,485
			71%			13%		16%
Reimbursable Expenses								\$1,000
Grand Total								\$29,100

EXHIBIT C

State of Wisconsin
 Department of Natural Resources
 Bureau of Community Financial Assistance
 Post Office Box 7921 -- CF/8
 Madison, Wisconsin 53707-7921

WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT
 & STORMWATER MANAGEMENT GRANT PROGRAM

-- GRANT AWARD -- YOUR COPY

Note: This document is authorized by s. 281.66, Wis. Stats. and chs. NR 154 and 155, Wis. Adm. Code. Acceptance of this form is mandatory. Failure to return a signed form to the Department of Natural Resources will result in the denial of grant funds. The information contained in this form will be used to establish reimbursement eligibility for the Urban Nonpoint Source Grant Program. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP-MI02-40251-08	Grant Award Date December 20, 2007		
Grantee City of Milwaukee -- Department of City Development			Total Grant Amount \$68,300
Project Name 30th Street Industrial Corridor			Watershed Milwaukee River South
Authorized Representative Rocky Marcoux, Commissioner, City Development		Project/Grant Period From January 1, 2008 Through December 31, 2009	
Street Address 809 North Broadway		Grantee Contact Tory Kress, Senior Environment Project Coordinator	
City, Zip Code, County Milwaukee, 53202 Milwaukee County		Contact's E-mail Address tkress@milwaukee.gov	
Telephone Number (414) 286-8268 Fax No. (414) 286-5778			
Name of Department Regional Coordinator, Phone Number and Email Address Benjamin D. Benninghoff, 414-263-8625, benjamin.benninghoff@wisconsin.gov			DNR Region Southeast Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without prior amendment.

1. Project Cost-Share Reimbursements For:
 - a. Storm Water Planning for 30th Street Corridor Redevelopment
2. Force-Account Reimbursement
3. Total Nonpoint Source Grant Amount

Construction Cost-Sharing
68,300
0
68,300

PART 3. PURPOSE AND SCOPE

This Urban Nonpoint Source and Stormwater Management planning grant provides funding, and authorizes cost-share reimbursement by the department for the following projects during the Grant Period above: To cost-share storm water management planning within the portion of the 30th Street Industrial Corridor served by the separated sewer system to recommend the pollution prevention infrastructure to prepare for and foster the redevelopment of that project area.

Reimbursements may only be made for work performed, and expenses incurred, during the Grant Period. The amount listed in the line-item under Part 2 (above) is the maximum amount which the department may reimburse you under this grant. Reimbursement restrictions, project eligibility specifications, and other project Scope limitations are continued on the other side of this page. Additional departmental grant conditions are listed on the following pages. Consultant or professional-service contracts must be approved by the department project manager prior to signing. Reimbursement request shall be sent to the above address and must be accompanied by payment documentation, consisting of consultant/contractor billings with check nos. and dates paid.

-- SCOPE CONTINUED - OVER --

Project Eligibility

Stormwater Plan. This grant authorizes cost-sharing reimbursement of up to 64% of actual and eligible expenses for development and implementation of a comprehensive storm water management plan for the project area, known as the 30th Street Industrial Corridor Greenlight District, consistent with the application dated April 12, 2007, to the maximum amount in part 2 of this grant. Professional service contracts to perform this work must be approved by the department prior to signing; projects not receiving this approval will not receive reimbursement. Adequacy of the proposed product must meet the minimum criteria (below) and also conform to the activities promised (checked) by the grantee in the application.

Project Implementation. The storm water management planning activities will address the area served by the separate sewer system within the redevelopment area identified in the application. The plan will include an analysis of the existing and projected stormwater flows and loadings, mapping of the current municipal separate storm sewer system, identification of drainage basins, location of water resources in the area, a statement of the goal of the plan, analysis and cost-effectiveness comparisons of practice alternatives, recommendations to implement best management practices regionally and on individual properties to meet the goals of the revitalization project, development and implementation of a storm water prevention education/public participation program, and creation of a regional stormwater management program to implement the plan.

Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

Payment Schedule. Expenses incurred and paid by the grantee shall be submitted to the department for reimbursement periodically. Reimbursements shall be made to the grantee at a rate of one-half of the cost-share rate stipulated above until a completed product is submitted to, and accepted by, the department [see *Final Reimbursement* (below)].

Final Reimbursement. To obtain the full eligible reimbursement, grantee must provide an acceptable product which complies with the scope stipulations of this grant (above), with the project components enumerated within the grant application, and with the scope of service provisions in the consultant agreement approved by the department. At the conclusion of the project, grantee shall submit a final report to the regional project manager detailing the effort's implementation and effectiveness. The Department may withhold up to 20% of the grant amount until receipt of the final report.

[<http://dnr.wi.gov/ora/water/wm/nps/grants/npsprogram.html#implement>]

Monitoring/Pollution Reduction. Grantee shall prepare and submit to the department project manager the project evaluation analysis and reporting proposed in the application materials [under Question No. 2, Project Evaluation Strategy].

PART 4. CONDITIONS

The State of Wisconsin Department of Natural Resources (Department) and the Grantee, in mutual consideration of the provisions of this document, agree as follows.

Section A – General Requirements

- A1. This agreement and all activities undertaken pursuant to this agreement are subject to the provisions of s. 281.66, Wis. Stats., and chs. NR 151, 154, and 155, Wis. Adm. Code. All amendments to this grant agreement shall be executed in writing.
- A2. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 155, Wis. Adm. Code, by the stipulations or limitations in this grant's Scope provisions, and by the applicable contract approvals by the department, as required under provision B1.
- A3. The Grantee may not receive reimbursement for costs which: (1) exceed the amounts listed in Part 2, (2) are not authorized by the Scope of this agreement, or (3) are incurred for work performed outside of the grant period, unless otherwise specified in the grant scope. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the grant cost-share amount due to the eligibility requirements of the statute and codes. Reimbursements are contingent upon availability of State funds.
- A4. Neither the grantee nor any landowner may adopt any land use or practice that reduces the effectiveness or defeats the purposes of the best management practices installed under this grant.

Section B – Grantee Responsibilities

- B1. All professional service and construction contracts, construction designs, and appraisals must be approved by the department project manager prior to signing or entering into such commitments. Grantee must obtain all required permits prior to construction.
- B2. If constructing on non-grantee-owned property, the Grantee shall enter into cost share agreements with landowners and land operators on forms provided by the Department. The cost share rates may not exceed the rates specified in the applicable administrative code governing this grant or in the Scope section of this grant. Such agreements and amendments shall be recorded with the Register of Deeds and promptly submitted to the department project manager. The Grantee agrees to perform periodic inspections beyond the grant period to ensure that all cost share recipients are complying with the maintenance requirements in accordance with the applicable administrative code governing this grant.
- B3. The Grantee shall submit reimbursement requests on the worksheets provided by the Department and accompanied by verification of project expenses, at least quarterly, as specified in the Scope section.
- B4. The Grantee shall comply with the cost containment and procurement procedures in the applicable administrative codes governing this grant. The Grantee shall maintain a financial management system, separate from all other grantee activities, for this grant. Accounting and fiscal records shall be maintained in accordance with the applicable administrative codes governing this grant. At a minimum, grantee shall retain and make available all fiscal records pertaining to this grant for three years after the date of final settlement, or three years after the end of the Grant Period, whichever is later, or for a longer period if required by the department for audit purposes.
- B5. The Grantee shall submit progress reports at the conclusion of each quarter of the project period to the Department's project manager identified in Part 1 of this agreement. When requesting a final payment, grantee shall also submit a final report to the project manager detailing practices installed and results expected/obtained, along with a maintenance strategy for the practices installed.

Section C – State and Federal Requirements

- C1. If historical/cultural artifacts are unearthed during any earth disturbance under this grant activity, Grantee is to immediately notify the department project manager to determine the appropriate response.
- C2. The Grantee shall ensure that Department representatives have access to land on which grant-funded activities are undertaken during period of best management practice installation, operation and maintenance, or for performance auditing purposes.
- C3. The Grantee shall indemnify the Department and all of its officers, employees and agents against, and hold harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, to person or property, including attorney's fees, arising out of, connected with or resulting from the occupancy, use, acts or omissions of the Grantee's employees, agents or representatives.
- C4. The Grantee or its employees or agents are not employees or agents of the Department for any purpose including Worker's Compensation.
- C5. The grantee shall not issue funds from this grant to individuals if that individual is delinquent in child support or maintenance payments (s. 144.25(9)(L), Wis. Stats). The grantee shall comply with this condition by verifying a cost share recipient non-delinquent at the time of signing a cost share agreement by accessing the Department of Workforce Development website.
- C6. In connection with the performance of work under this agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision includes but is not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to provide and post notices in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities.

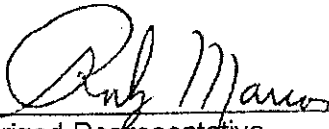
-- Continued – Over --

PART 5. INELIGIBLE COSTS

1. Costs incurred, or work performed, either prior to or after the grant period [page 1, Part 1], unless specifically authorized in the grant Scope.
2. Costs for installation of a best management practice which does not meet the conditions of the applicable administrative codes governing this grant, or which are inconsistent with the grant application.
3. Costs for practices identified as ineligible practices in the applicable administrative codes governing this grant or which are specifically excluded in the contract approval letter.
4. Costs which exceed or do not satisfy the cost containment procedures of the applicable administrative code governing this grant.
5. Costs to perform operation and maintenance of best management practices.
6. Costs specified in NR. 155.15(2), Wis. Admin. Code.

FOR THE GRANTEE

By:



Authorized Representative

Commissioner, DCD

Title

06-13-2008

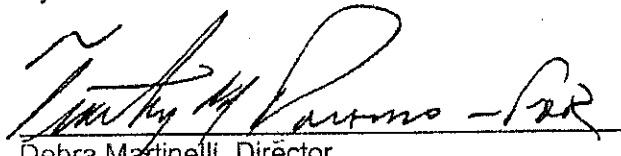
Date Signed

Rocky Marcoux

(Printed Name, If Different Than Authorized Representative on P.1)

FOR THE STATE OF WISCONSIN

By



Debra Martinelli, Director
Bureau of Community Financial Assistance

12-20-2007

Date Signed

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project. Alternatively, you may certify that commitment below.

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the grantee has incorporated the "local share" of funding for the project covered by this grant within the municipal budget, or has otherwise made provisions to provide the local share.

Authorized Representative

Resolution Number Authorizing Expenditure