



Department of City Development

Housing Authority
Redevelopment Authority
City Plan Commission
Historic Preservation Commission
NIDC

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

August 31, 2005

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

Dear Mr. Leonhardt:

Enclosed is a fully executed original of the Intergovernmental Cooperation Project Agreement for the Bio-Retention Basin at Lloyd Street School identified as Contract No. 05-113 (CM), dated July 27, 2005, between the City of Milwaukee through the Department of City Development and Milwaukee Public Schools.

Please insert this agreement into Common Council Resolution File No. 041705, adopted May 3, 2005.

Sincerely,

ja Rocky Marcoux
Commissioner

Enclosure

INTERGOVERNMENTAL COOPERATION PROJECT AGREEMENT
BETWEEN
CITY OF MILWAUKEE
AND
MILWAUKEE PUBLIC SCHOOLS

THIS AGREEMENT is entered into between the City of Milwaukee (City), through the Department of City Development (DCD), and Milwaukee Public Schools (MPS).

GENERAL DESCRIPTION – The City and MPS have collaborated on a project identified as the Bio-retention Basin at Lloyd Street School. This project will develop an environmental educational curriculum and use the school's natural area as a sustainable education on site teaching tool to serve as a "hands on" outdoor laboratory and resource for the MPS students and the community at large. In addition, the project will improve the rainwater run-off from the asphalt play surface and provide an opportunity for MPS to work with neighborhood groups and other interested parties to beautify the school and surrounding area.

TIME OF PERFORMANCE – To commence on the date of execution of this Agreement, for a period of one year after construction is complete.

WHEREAS, the CITY and MPS are desirous of entering into this Intergovernmental Cooperation Project Agreement as authorized by Chapter 66.0301, Wis. Stats; and,

WHEREAS, the MPS and the CITY are entering into this Agreement within the terms and conditions of funding sources and such assistance as will be provided through these funding sources as set forth in Section I of this Agreement; and,

WHEREAS, the Common Council of the City of Milwaukee, through Resolution File No. 041705, adopted on 5/13/05 authorized the Commissioner of DCD to enter into this Agreement; and,

WHEREAS, the Milwaukee School Board of Directors approved this project on 4-21-2005 and authorized the Superintendent of MPS to enter into this Agreement,

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

- I. **Scope of Project :** The Great Cities Partnership – The City of Milwaukee proposes to make an urban school yard a sustainable environmental learning laboratory while enhancing the watershed approach and reducing the urban heat island effect.

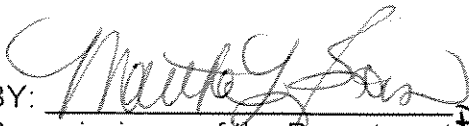
- a. **Documents:** Preliminary and final drawings, specifications and construction documents will have the review and approval of MPS Facilities and Maintenance Department as it relates to this Project;
- b. **Budget:** Budget and respective funding sources, including ten percent contingency for any cost estimate overruns, are as described in Attachment A, Section II (Budget). Development of and adherence to the budget are the responsibility of the City.
- c. **Schedule:** See Exhibit 1
- d. **Services:** In-kind services provided by MPS or CITY are related to supervision and/or project management oversight to coordinate the pilot project. MPS is to provide in-kind services to remove asphalt in select areas, up to a maximum of 2,450 square feet. If MPS or CITY is to provide any other in-kind service, it will be agreed upon by both parties prior to performing the work, as needs arise. (Note: Any reference to MPS contribution to the project within the grant application is superceded by this agreement.)
- e. **Contracts:** In accordance with Project Grant, the CITY is holding all contracts. City agrees to include MPS insurance and indemnification requirements in all such contracts (See Exhibit III). Where necessary, to facilitate efficiency, MPS may provide subcontractor affiliates for review. MPS will review and approve contract agreements. Any change orders will also be reviewed and approved by the appropriate staff of the MPS Facilities and Maintenance Division.
- f. **Permits:** Permitting issues will be the responsibility of the contractor(s) performing work. Stormwater permit issues will be the responsibility of the City.
- g. **Payment:** Project cost reimbursements are to be disbursed as set forth under the of EPA Project Grant to the CITY. The grant is identified as Grant No. X7-96563101-0 and electronically debited by EPA account through Project Manager. The total project cost is \$100,000.. MPS, in conjunction with the City, will review and approve all pay applications within 3 business days prior to release of funds. MPS has no financial responsibility with respect to this project.
- h. **Roles and Responsibilities:** MPS and CITY roles and responsibilities are as defined in Exhibit I. . Both the city and MPS must review and approve design and construction plans. The City is responsible for the design and construction of the bio-retention basin. City is also responsible for any maintenance of the bio-retention basin for one year after project is complete in accordance with the warranty. The educational operation of the bio-retention basin will be the responsibility of Lloyd Street School.

- i. **Insurance and indemnification requirements:** – The City is responsible for the insurance and indemnification for any claims arising from the design and construction of the bio-retention basis. MPS is responsible for the insurance and indemnification for claims arising from the work and services performed by its employees, student and volunteers.
- j. **Maintenance:** All maintenance requirements related to bio-retention zone are to be determined and incorporated into design and approved by MPS. Any outsourcing of services by in-kind or other contractual agreements, if any, are to be reviewed and authorized by MPS. The City is responsible for all maintenance of the area affected by this project for one year after project is complete in accordance with the warranty. Any maintenance that is to be provided by MPS is the financial responsibility of the school, and, as such, needs to be approved in writing by MPS prior to the execution of such maintenance agreement. (Exhibit II)
- k. **Educational Curriculum:** The Project will also develop an environmental educational curriculum and use the school's natural area as a sustainable education on-site teaching tool to service as a hands-on outdoor laboratory and resource for students in the Milwaukee Public School system and the community at large. MPS Lloyd Street School staff is to assist in development of the ecology curriculum. MPS has the exclusive right to establish hours and conditions of community access to the site.
2. **Documents and Meetings:** The CITY agrees to submit copies of construction documents and reports to the designated representative of MPS Department of Facilities and Maintenance Services. Copies of the EPA quarterly reports will be submitted to MPS - DFMS. Regular meetings will be held through completion of construction and project period, and as needed thereafter.

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

Dated and signed this 29th day of July, 2005.

CITY OF MILWAUKEE,
a municipal corporation

BY:  DEPUTY
Commissioner of the Department
of City Development

7/29/05
DATE

**BOARD OF DIRECTORS OF THE
MILWAUKEE PUBLIC SCHOOLS**
a municipal corporation

BY: 
Superintendent,
Milwaukee Public Schools

7/27/05
DATE

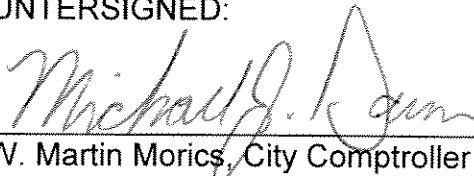
Attachment A. (Milwaukee Metropolitan Sewerage District Best Management Practices 2003 Grant; Environmental Protection Agency Great Cities 2004 Grant)

Exhibit I: Roles and Responsibilities

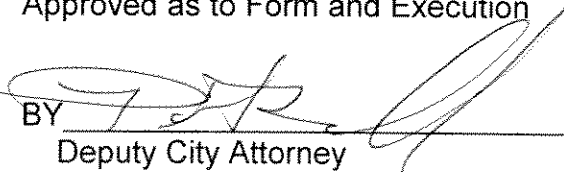
Exhibit II: Maintenance Agreement

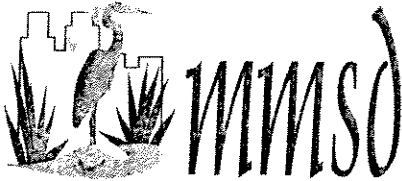
Exhibit III: MPS Insurance Requirements

COUNTERSIGNED:

BY:  DEPUTY
W. Martin Morics, City Comptroller

Approved as to Form and Execution

BY: 
Deputy City Attorney



Preserving The Environment •
Improving Water Quality

ATTACHMENT A

November 4, 2003

Ms. Sharon Adams
President
Walnut Way Conservation Corporation
1216 West Walnut Street
Milwaukee, WI 53205

Subject: Consultant Agreement
Walnut Way Neighborhood BMPs
MMSD Contract No. M03015E07

Dear Ms. Adams:

Enclosed are two sets of contract documents for the subject contract. Please execute both copies and return both to my attention. Upon execution by the District's Executive Director, one executed copy will be returned to you for your records.

Should you have any questions, please contact me at (414) 225-2154.

Sincerely,

Tom Chapman, P.E.
Watercourse Section Manager

Enclosures

TS/TC:dim
Adamsr110403.doc

Consultant Agreement

Walnut Way Neighborhood BMPs — Contract M03015E07

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and Walnut Way Conservation Corporation (Consultant), with its principal place of business at 1216 West Walnut Street, Milwaukee, Wisconsin 53205.

1. Date of Agreement

This Agreement will become effective on 1 January 2004 and will end no later than 31 December 2005.

2. Services to be Performed

Consultant agrees to perform the services set forth in Attachment A, that is made a part of this Agreement.

3. Payment

In consideration for the services to be performed by Consultant, the District agrees to pay Consultant an amount not to exceed \$44,000 according to the terms set out below.

4. Terms of Payment

Consultant shall submit an invoice to the District no more often than quarterly for the work performed during the previous quarter. The invoice should include: an invoice number, Contract Number M03015E07, the dates covered by the invoice, the hours expended and a summary of the work performed. District shall pay Consultant's invoice within Thirty (30) days after receiving the invoice.

To expedite the payment of invoices under this Contract, all invoices shall be sent directly to the following address:

Milwaukee Metropolitan Sewerage District
Attn: Accounts Payable
260 West Seeboth Street
Milwaukee, WI 53204-1446

5. Expenses and Materials

District shall reimburse Consultant for ordinary and reasonable expenses and materials that are directly attributable to work performed under this Agreement:

Consultant shall submit an itemized statement of Consultant's expenses. The District shall pay Consultant's expenses within Thirty (30) days.

6. Independent Contractor Status

Consultant is an independent contractor, not District's employee. Consultant's employees or contract personnel are not District's employees.

7. Intellectual Property Ownership

Consultant assigns to the District all patent, copyright, trademark and trade secret rights in anything created or developed by Consultant specifically for the District under this Agreement. Consultant shall help prepare any papers that the District considers necessary to secure any patents, copyrights, trademarks or other proprietary rights at no charge to the District. However, the District shall reimburse Consultant for reasonable out-of-pocket expenses incurred.

Consultant must obtain written assurances from Consultant's employees and contract personnel that they agree with this assignment.

Consultant agrees not to use any of the intellectual property mentioned above for the benefit of any other party without the District's prior written permission.

8. Confidentiality

Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of District without District's prior written permission except to the extent necessary to perform services on Consultant's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic or electronically recorded materials furnished by District for Consultant to use;
- strategic plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind; and
- information belonging to customers and suppliers of District about whom Consultant gained knowledge as a result of Consultant's services to District.

Consultant shall not be restricted in using any material which is publicly available, already in Consultant's possession or known to Consultant without restriction, or which is rightfully obtained by Consultant from sources other than District.

Upon termination of Consultant's services to District, or at District's request, Consultant shall deliver to District all materials in Consultant's possession relating to District's business.

9. Business Permits, Certificates and Licenses

Consultant has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

10. State and Federal Taxes

District will not (1) withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf; (2) make state or federal unemployment compensation contributions on Consultant's behalf; or (3) withhold state or federal income tax from Consultant's payments.

Consultant shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Consultant is not a corporation, self-employment (Social Security) taxes. Upon demand, Consultant shall provide District with proof that such payments have been made.

11. Fringe Benefits

Consultant understands that neither Consultant nor Consultant's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of District.

12. Workers' Compensation

District shall not obtain workers' compensation insurance on behalf of Consultant or Consultant's employees. If Consultant hires employees to perform any work under this Agreement, Consultant will cover them with workers' compensation insurance and provide District with a certificate of workers' compensation insurance before the employees begin the work.

13. Unemployment Compensation

District shall make no state or federal unemployment compensation payments on behalf of Consultant or Consultant's employees or contract personnel. Consultant will not be entitled to these benefits in connection with work performed under this Agreement.

14. Insurance

District shall not provide any insurance coverage of any kind for Consultant or Consultant's employees or contract personnel. Consultant agrees to maintain an insurance policy to cover any negligent acts committed by Consultant or Consultant's employees or agents while performing services under this Agreement.

Consultant shall indemnify District against any and all claims, demands and causes of action for bodily injury to or death of persons or for damage to or destruction of property resulting from negligent acts of Consultant while performing services under this Agreement.

15. Representations

Consultant represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional community practicing under similar conditions at the same time and in the same or similar locality.

Consultant makes no other warranties of any kind, express or implied, by the furnishing of consulting services or by the furnishing of any oral or written reports to the District.

16. Terminating the Agreement

With reasonable cause, either District or Consultant may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

The District may terminate this Agreement for its convenience by giving Ten (10) days written notice to the Consultant. In the event of such termination the District shall only be responsible for the payment of services rendered by the Consultant up to the date of termination.

17. Exclusive Agreement

This is the entire Agreement between Consultant and District.

18. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

19. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

20. Applicable Law

This Agreement will be governed by the laws of the State of Wisconsin.

21. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

22. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement;
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; or
- when sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

23. Special Notice

The Consultant shall notify the District in writing whenever either of the following occur: (1) 75% of the Contract amount has been incurred, whether invoiced to the District or not, or (2) the Contract amount will be insufficient to complete the work under this Contract. This notification shall state a revised estimate of the Contract amount. The District shall not be liable for any costs incurred by the Consultant over the Contract amount unless the Contract amount is amended in writing.

24. No Partnership

This Agreement does not create a partnership relationship. Consultant does not have authority to enter into contracts on District's behalf.

25. Assignment

Consultant may not assign or subcontract any rights or obligations under this Agreement without District's prior written approval.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

WALNUT WAY CONSERVATION CORPORATION

By: _____

Kevin L. Shafer, P.E.

Executive Director

By: _____

Ms. Sharon Adams

President

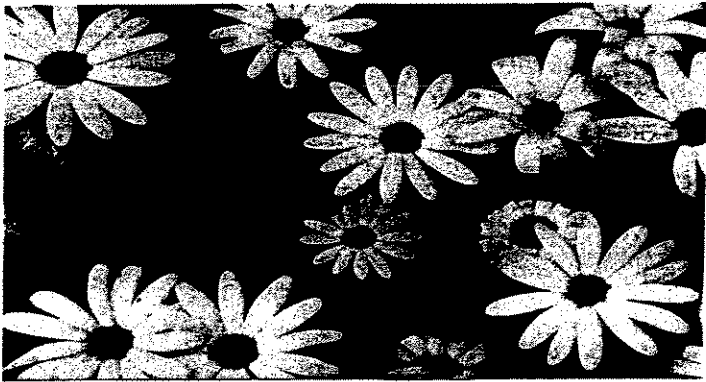
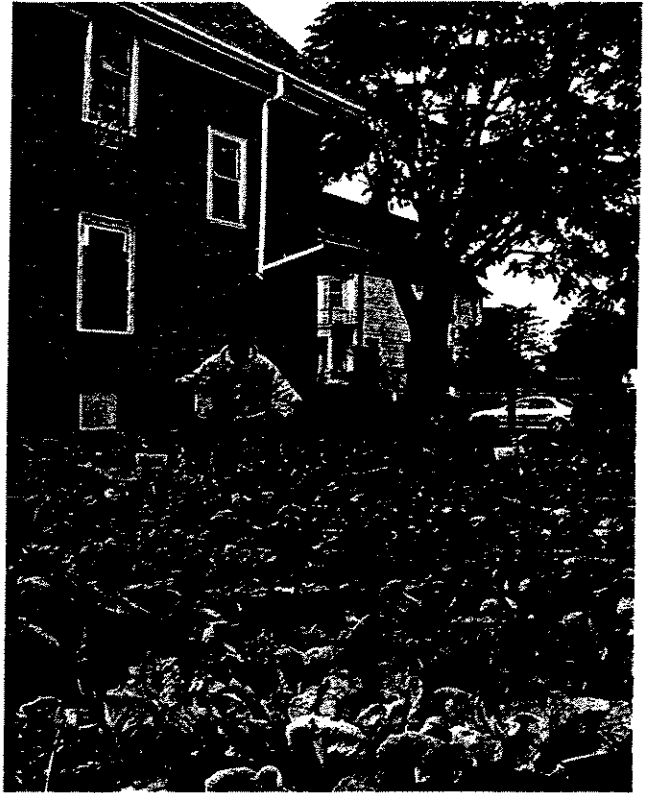
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Date: _____

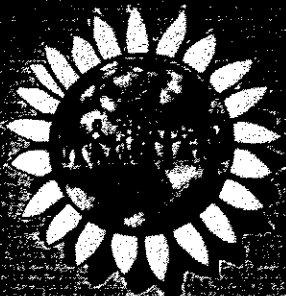
Approved as to form:

Attorney for the District

Attachment A



STORMWATER MANAGEMENT INITIATIVE
FOR THE
WALNUTWAY CONSERVATION DISTRICT



Contract No. TS-2393

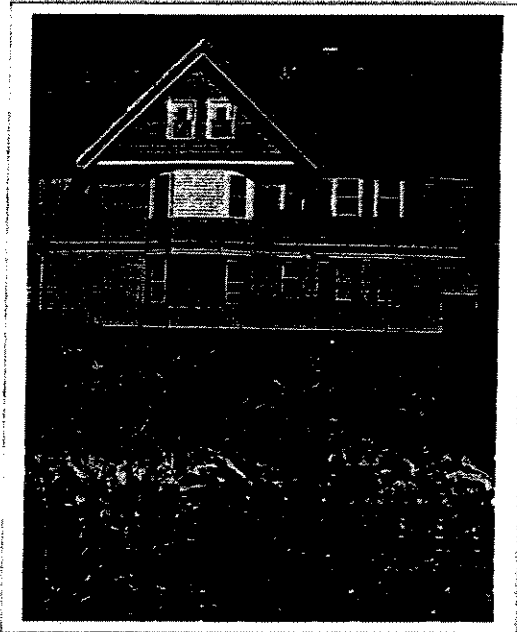
October 10, 2003

PROPOSAL OVERVIEW

The Walnut Way Conservation Corporation is a 501 (c)(3) not-for-profit entity that is committed to revitalizing the Walnut Way Conservation District, renovating neglected properties, attracting new economic development, and encouraging improved environmental awareness and restoration.

As a partner with the Milwaukee Metropolitan Sewerage District, Walnut Way proposes to:

1. Incorporate stormwater management practices into the proposed Market Place community center at 14th Street and North Avenue.
2. Create a bioretention zone in the Lloyd Street Elementary School playground, which is currently paved.
3. Provide a water collection system for the popular Community Market Gardens that utilizes 500-gallon cisterns to capture and store rooftop runoff from four (4) homes. The stored runoff would be used to provide a high-quality water source for the gardens, thereby reducing or eliminating the need to utilize City water for irrigation.



Walnut Way Neighborhood Profile

- 37 block area, bound by 12th Street, Walnut Street/Fond du Lac Avenue, 20th Street, and North Avenue
- 167 houses built more than 100 years ago... 103 duplexes, 48 single family homes, and 15 tri-plex or 4-unit dwellings, representing more than 300 households
- 44 newly constructed single family homes, with 26 more planned
- 17 apartment buildings
- 35 commercial buildings
- More than 75 vacant lots available for new home construction
- Lloyd Street Elementary School, with a paved playground
- Lloyd Street Playfield, an open space equivalent to one block by two blocks, bound by 12th & 14th Streets, Lloyd and Brown Streets, targeted for redevelopment and construction of 40+ new homes within the next two to three years
- Annual household incomes predominantly under \$30,000, but ranging to \$70,000 and representing a wide range of professions

The Walnut Way Conservation Corporation has embarked on an ambitious program to actively involve neighborhood residents in managing stormwater runoff and using innovative practices to capture, conserve, and reuse rainfall. Walnut Way launched the program at its annual Harvest Day on October 4, 2003. Walnut Way is encouraging its residents to implement downspout disconnections, rain gardens, and rain barrels throughout the neighborhood. The neighborhood organization intends to provide information and educational materials on stormwater management to its residents; work with MMSD and the Milwaukee Community Services Corporation to provide low-cost rain barrels; sponsor workshops to help residents construct rain gardens, select suitable plants, and provide adequate follow-up maintenance to promote long-term performance; and make affordable native Wisconsin plants and seeds available to residents through a special neighborhood discount program. These measures are intended to enhance neighborhood awareness of stormwater issues and engage residents in managing the runoff from their properties.

To supplement these residential initiatives and to build upon past successes, Walnut Way is seeking to partner with MMSD for the following specific projects:

Market Place Stormwater System

Market Place is Walnut Way's year round commercial site at 14th Street and North Avenue, construction for which is expected to start in 2004. A 4,800 square foot, two-story building has been designed to provide space for multiple small business retail sales venues, including sales of produce from Walnut Way's community gardens. The Market Place site will include experimental or demonstration gardens on-site for neighborhood educational purposes. Market Place is also proposed to have a green roof or roof garden if financial resources for production of detailed design plans and specifications can be secured.

We propose to prepare detailed design plans and specifications for:

- *An approximate 2,000-square foot green roof.* A variety of green roof designs will be considered. Green roofs may reduce runoff volumes by up to 40%, and provide flow attenuation.
- *"Green" parking lot techniques.* A green parking lot uses porous pavement (porous asphalt, pervious concrete, and/or paver blocks), on-site filtering systems, vegetated buffer zones, swales, and stormwater trees and shrubs to reduce stormwater volume and peak discharges, promote infiltration, and increase evapotranspiration. These techniques will be evaluated for the 700-square foot Market Place parking lot.

Once the stormwater design plans are completed, Walnut Way will solicit funds for construction, operation, and maintenance of the practices. Market Place will provide numerous opportunities for the community to actively participate in maintaining and monitoring the practices, thereby maximizing the educational value and learning experience.

Lloyd Street School Playground Enhancement

The 2.25 acre Lloyd Street School playground is currently paved. Walnut Way is working with Milwaukee Public Schools and the City of Milwaukee to remove the asphalt and replace it with a more natural landscape environment. The landscape would include outdoor recreational and educational facilities, grass, trees and shrubs, and a bioretention zone. The bioretention zone would likely cover approximately one-half acre, or about 20 percent of the total playground area. Properly designed bioretention zones can significantly reduce peak runoff rates. BMP Partnership assistance is requested for the design and construction of the bioretention zone.

Water Collection System for Community Gardens

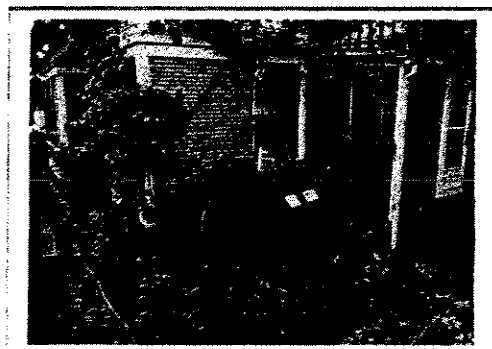
The three existing community market gardens have raised the environmental awareness of the Walnut Way neighborhood and galvanized a community spirit of self-sufficiency and sustainability. The three gardens cover a combined area of about 17,350 square feet. A fourth garden is planned for 2004, and a fifth garden will be created in Market Place. Finding an adequate source of clean water has been a constant challenge for the gardeners.

We propose to install four 500-gallon cisterns to store rooftop runoff from homes which border the gardens. The rooftops each range from 1,250 to 1,620 square feet. The cisterns would be installed on the following properties:

- 2245-47 North 17th Street
- 2240 North 17th Street
- 2130 North 17th Street
- 2222 North 17th Street

The stored water would be conveyed by gravity or pumping to the gardens for water irrigation. The cisterns would be drained and disconnected during the winter months.

Each 500-gallon cistern is expected to capture more than 6,700 gallons of water annually that could be used for irrigation. The cisterns would “overflow” to adjacent lawns an average of about six times per year.



Residential lawn and garden irrigation can account for up to 40% of domestic water consumption
Source: LID Center, 2003

Evaluation and Monitoring

The following activities will be used to monitor the performance of the installed practices:

Lloyd Street School: Bioretention

- Quarterly inspections to measure plant growth, evaluate plant condition, and identify maintenance needs
- Install a double-ring infiltrometer to measure the rate of infiltration of water into the soil

Water Collection Cisterns

- Monitor and record water usage rates and frequency
- Identify overflow dates and durations, and document rainfall conditions
- Quarterly inspections of the cisterns

In addition, we will evaluate the implementation aspects of each practice, including capital and operating costs, maintenance issues, resident acceptance and support, and educational needs and opportunities.

Most important, we will prepare a report to MMSD that outlines our evaluation findings and offers suggestions on how to enhance the performance and public acceptance of these practices. As a demonstration, it is essential that the knowledge gained from this project be used to improve the application of these practices in the 2020 facilities plan and in more widespread implementation throughout southeastern Wisconsin.

Public Awareness and Education

The design, construction and monitoring of the various implement storm water technologies present a number of educational and outreach opportunities.

- Planning and conducting of a **design workshop** sponsored by the Design Conservation Forum for the local school district, in association with the City of Milwaukee, local planning and design consultants, and other interested parties and organizations. The purpose of the workshop is to prepare an integrated preliminary site storm water master plan for the proposed schoolyard playfield project. The workshop will serve to introduce and explore state-of-the-art green development strategies that are achieved within the context of the natural and cultural resources unique to the place.
- Organizing a **garden community tour** for public officials, MMSD staff, environmental and service corps organizations, community leaders and other stakeholders.
- Sponsoring **rain garden and rain cistern workshop** that demonstrates how rain gardens work, their purpose and value in conjunction with housing and the community gardens. To provide practical application of how to identify suitable conditions for different types of plants; size and design rain gardens and trial garden; and elements of its benefits.
- **Brochure** describing pilot site and its components, use of existing materials: *Walnut Way: People and Place Exhibit* and WWCC T-shirts with project logo.
- **Harvest Day** – reaping the benefits from the community gardens. Music, story-telling, etc. is an annual event where the focus of the pilot site purpose can be “piggy-back” onto

this special day such as engaging the students with their parents and community along with visitors an “open house” of their new playfield.

Demonstration Project

This is an outstanding demonstration project because:

- ✓ **ORGANIZATION** The Walnut Way Conservation Corporation has strong community support and a track record of environmental success, most notably with the community gardens. The project team also includes an impressive list of supporting agencies and solid technical and professional expertise.
- ✓ **SUPPORTING PROGRAMS** This project is integrated into ongoing and planned programs such as the community gardens and Market Place. Furthermore, Walnut Way is actively encouraging implementation of downspout disconnections, rain barrels, and rain gardens.
- ✓ **PRACTICE EFFECTIVENESS** Bioretention, green roofs, and green parking lots are among the practices that have been determined to offer excellent stormwater reduction and water quality benefits.
- ✓ **2020 FACILITIES PLAN APPLICABILITY** We will provide the 2020 facilities planners with credible local data on practice performance, costs, and implementation issues. We look forward to working with the 2020 team to help improve implementation and effectiveness.
- ✓ **APPLICATION TO STORMWATER REDUCTION PROGRAM** This project—along with ongoing Walnut Way initiatives—encompasses nearly all of the stormwater reduction practices being promoted by the District’s stormwater reduction program.
- ✓ **NEIGHBORHOOD IMPLEMENTATION** Walnut Way’s programs rely on community support, volunteer services, resident participation, teamwork, and local leadership. The practices will be highly visible and frequently used and observed by residents. The success of this project can be readily transferred to other neighborhood groups and organizations.
- ✓ **MAINTENANCE** The long-term performance of practices such as bioretention, green roofs, and green parking lots is dependent upon diligent care and experience with vegetation maintenance. Walnut Way’s community gardens are a testament to the group’s commitment to vegetation maintenance and care.
- ✓ **MONITORING** Walnut Way will monitor the performance and implementation of the practices, and provide a report that presents recommendations for improvements. In addition to field monitoring, we will apply the new Chapter 13/LID evaluation procedures.
- ✓ **PROFESSIONAL SUPPORT** Walnut Way has secured the assistance of professionals in several agencies, as well as the services of consultants such as the Conservation Design Forum, Inc., BHS Architects, Inc., and Stormtech, Inc.
- ✓ **EDUCATION** Our education program will help promote the practices in our neighborhood and beyond. Excellent community involvement and support has been the key to Walnut Way’s success!
- ✓ **ADVOCACY** Walnut Way is committed to joining MMSD in promoting a variety of stormwater practices: downspout disconnection, rain gardens, rain barrels, green roofs, bioretention, and green parking lots.

Summary

"Worms are good – Getting stormwater right down to the ground"

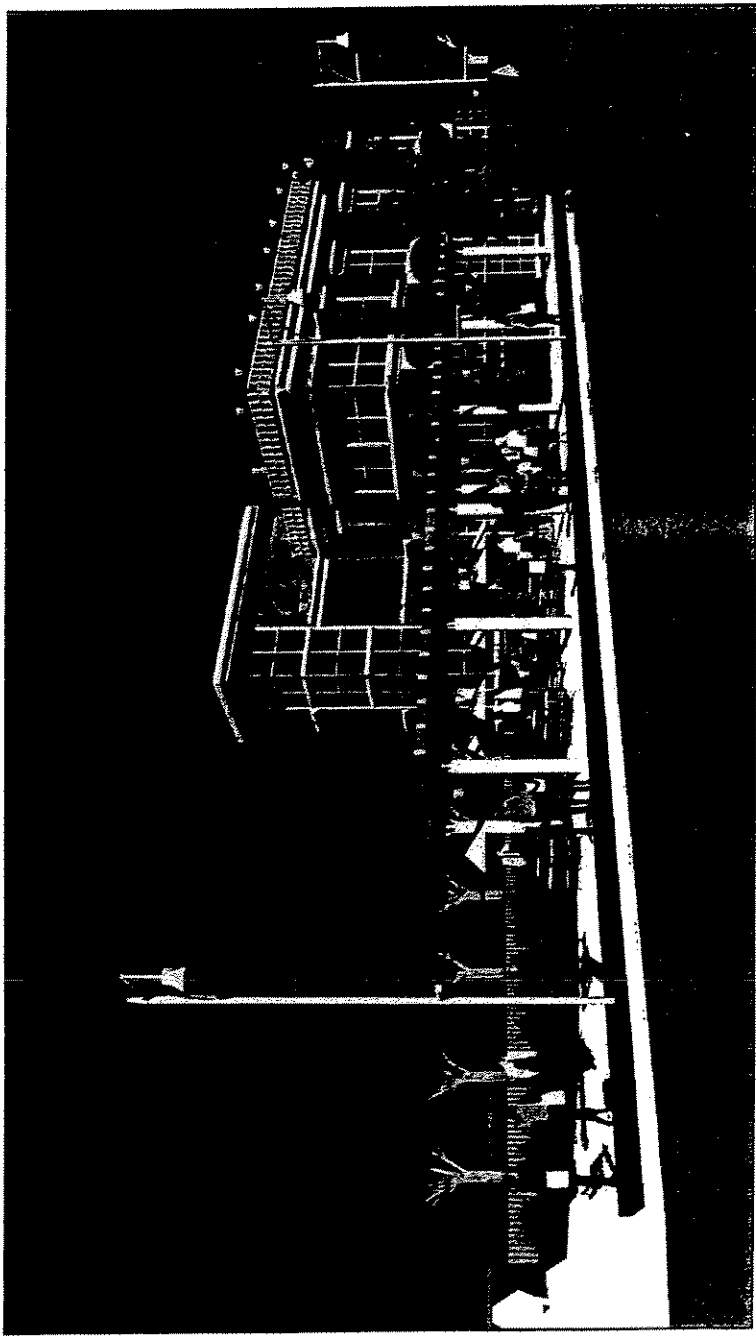
In 2000, the Walnut Way Conservation Corporation was formed as a non-profit community organization dedicated to preserving and enhancing one of Milwaukee's oldest African-American neighborhoods. The residents' empowerment efforts have focused on generating strong community involvement. The residents are geared towards making as many improvements in a sustainable manner as possible, including green building technology for new housing construction; restoring soil health through commercial community gardens; a planned Market Place; rooftop rain collectors and rain gardens; a proposed Neighborhood House and orchard site; Lloyd Street Schoolyard and potentially the Lloyd Street Playfield (proposed city-housing subdivision); and DPW 2005 Alley resurfacing with porous pavers. Our focus is on *stormwater management* and creating an initiative that can demonstrate the use of an overall Green Land Plan by using rain gardens, bioretention, green roofs, cisterns, porous paving, native plants, etc. (See attached map)

At Walnut Way we believe in rolling up our sleeves, working with the land and getting sustainable development right. We know and teach our youth that worms are a good thing. We are committed to making the community a vibrant, healthy, ecologically sound place to live and work. To accomplish our goals, we have selected three key areas to promote watershed scale sustainable land use and integrated storm water management:

1. Market Place, including green parking
2. Schoolyard enhancement
3. Cisterns on several homes that border the existing community gardens

To measure and monitor the effect of this pilot site, a cost comparison between traditional and sustainable approaches for construction as well as long term maintenance and management will be done. The MMSD new Low Impact Development software program would be used to help monitor implementation techniques. Also, the CDF Institute is willing to help provide technical research.

We strongly believe that this project will serve as a powerful sustainable education and development model not only for the Lloyd Street elementary school, community gardens and the Walnut Way neighborhood (all types of land use), but district wide as well. It will represent one of the first, comprehensive initiatives of its type in the city, and as such, has the potential to bring regional, as well as national attention to the community. Not only will an initiative of this nature bring recognition to the community, it also has the potential to attract a wide array of funding agencies, foundations, and programs to support the more detailed design, implementation, management, and outreach components of the process.



View as Seen From North Ave.

Market Place

Vertical text and markings at the top of the page, including a vertical line on the left, a series of horizontal lines, and a small table-like structure on the right with the number '4587' and 'AS' visible.

PROJECTS
 WALNUT WAY
 CONSERVATION CORP.

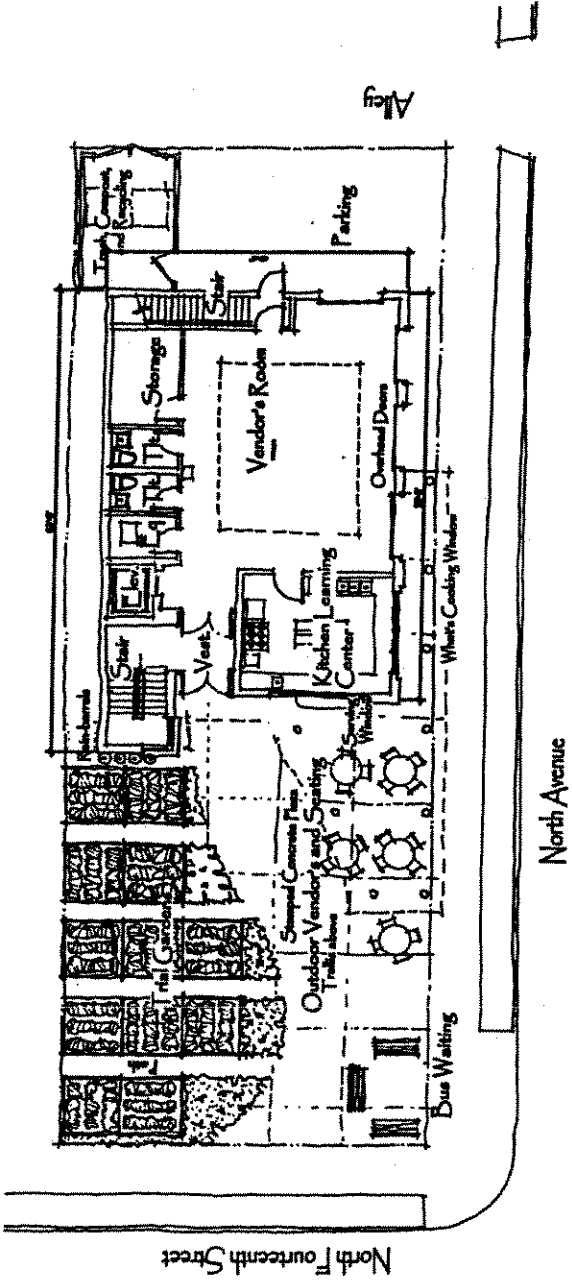
100 WEST WALNUT STREET
 SUITE 100, WASHINGTON, DC 20004
 PHONE: 202-462-1000
 FAX: 202-462-1001
 WWW: WWW.WALNUTWAY.COM

WALNUT WAY
 CONSERVATION CORP.

ARCHITECTS, INC.
 100 WEST WALNUT STREET
 SUITE 100, WASHINGTON, DC 20004
 PHONE: 202-462-1000
 FAX: 202-462-1001
 WWW: WWW.ASPECTARCHITECTS.COM

DATE: 08/11/08
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN

PROJECT NO.: 08027 | A1



First Floor and Site Plan - 2475 Square Feet
 Scale 1/8" inch = 1 foot



Market Place

Supporting the Walnut Way Conservation Corporation on this project are: the Wisconsin Housing and Economic Development Authority (WHEDA), the Milwaukee Department of City Development, the Milwaukee Department of Public Works—Environmental Services, Milwaukee Public Schools, and professional consultants and architects. We offer the management and technical skills to organize this project, strong community and neighborhood involvement, practical experience with stormwater practices, excellent monitoring and educational services, and the local commitment needed to provide long-term effectiveness.

Our project manager is Sharon Adams, President of the Walnut Way Conservation Corporation. Sharon has a Bachelor of Arts degree from UWM, Masters Degree in Social Work from Wayne State University, and is a Charles Revlon Fellow with Columbia University in New York. She has over 20 years of successful experience as a teacher and lecturer on Results-Based Planning and Community Organization, specializing in change management and team building. She continues to provide executive coaching change management and team building. She served for more than 12 years as Executive Director of four community-based, not-for-profit corporations. In 1997, Sharon returned to her parent's home on North 17th Street in Walnut Way, and with her husband Larry, began restoring their home and neighborhood. After active outreach to many neighbors and establishing common goals for neighborhood restoration, Sharon instigated the incorporation of Walnut Way Conservation Corporation, and Larry initiated development of community market gardens.

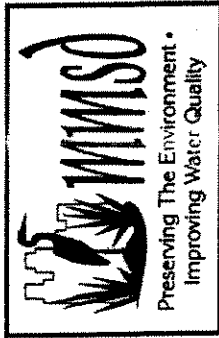
Connie Pukaite, a Community Development Officer with WHEDA, a former Mayor of Mequon, has experience with metropolitan sewerage design and storm water infiltration issues. Since 1995, Connie has worked closely with Central City residents, especially in the Walnut Way neighborhood, to improve existing housing, build new homes on vacant lots, expand homeownership, and address all matters of development issues within the area.

Carolynn Leaman, Land Development Officer with the Milwaukee Department of City Development, has extensive domestic and international experience in stormwater BMP design (including green roofs and bioretention in Germany), urban landscape design, industrial development, and government regulations. Working with Walnut Way and WHEDA, she put on a workshop with J. Patchett of CDF, Inc. & W. Sturm of Prisco, Serena, Sturm on storm water management for infill housing during construction.

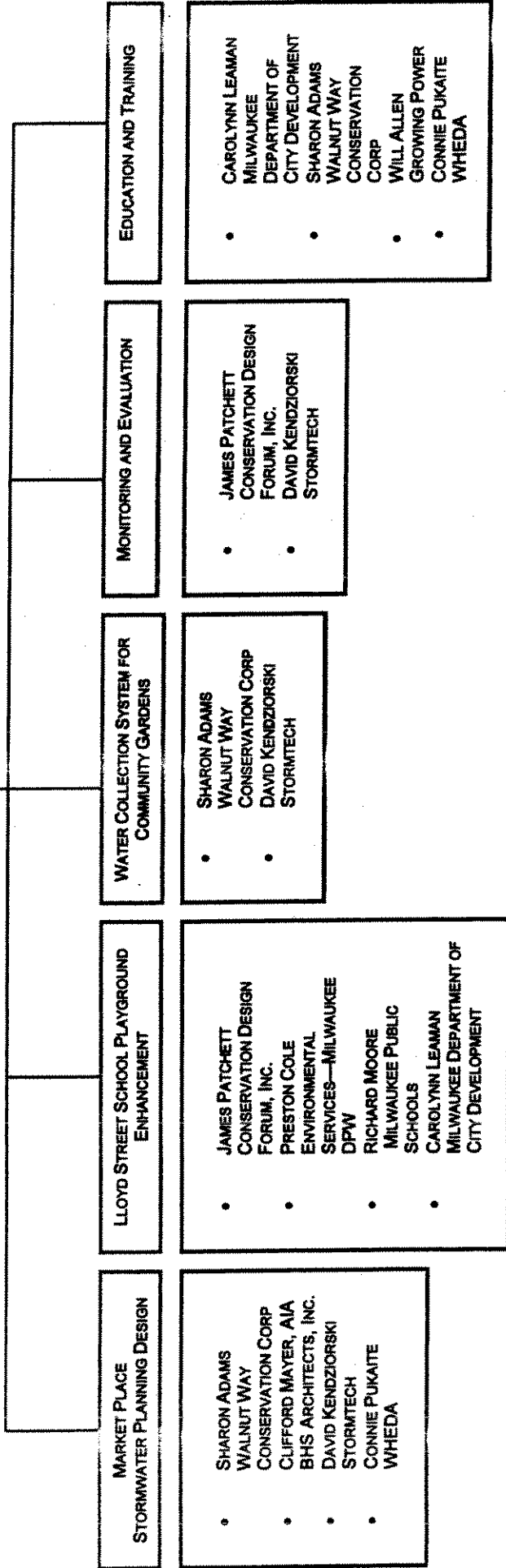
Clifford Mayer, AIA, with BHS Architects, Inc. in Milwaukee, has prepared the conceptual design and rendering for the proposed Market Place development.

James Patchett, ASLA, President of Conservation Design Forum, Inc., will help design the bioretention zone, green parking lot, and green roof. CDF specializes in the development of natural resource-based site planning and design techniques, including bioretention and ecological restoration.

David Kendziorski, President of Stormtech, Inc., has over 25 years of experience in urban BMPs, stormwater reduction practices, permitting and compliance, and water quality planning.



PROJECT MANAGER
SHARON ADAMS
 PRESIDENT
 WALNUT WAY CONSERVATION CORPORATION



The Walnut Way Conservation Corporation supports MMSD's policy that small, women-owned, and minority business enterprises should have the opportunity to participate in all competitive procurement processes.

The Walnut Way Conservation Corporation is a neighborhood association dedicated to enhancing and nurturing our Central City community. Walnut Way Conservation Corporation's community garden business, Walnut Way LLC, is, itself a minority business enterprise. The Walnut Way Board of Directors and 75 member-households are predominantly African-American, but include some Hispanic and European-American residents.

Walnut Way works with Growing Power to create and manage community market gardens in this urban neighborhood. Growing Power is a not-for-profit corporation founded by Will Allen, an African-American farmer, for the purpose of supporting people from diverse backgrounds and environments through the development of community food systems.

Walnut Way partnered with Vet's Place in Summer 2003 to provide work opportunities for African-American veterans in conjunction with the community garden production and sales.

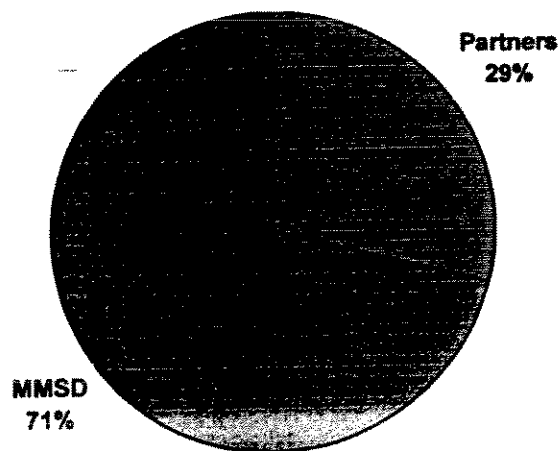
Walnut Way Conservation Corporation is currently in exploratory discussion with the Wisconsin Chapter of the National Association of Minority Contractors to rehabilitate the proposed Neighborhood House as a showcase project for both Walnut Way and local minority contractors.

Stormtech and BHS Architects are both small business enterprises, though not minority-owned.

The estimated total cost of the project is \$62,000. The requested financial assistance from MMSD is \$44,000. The Walnut Way Conservation Corporation and its partners will contribute \$18,000 in cost-share funds or in-kind services.

ESTIMATED COST			
TASK	PARTNER CONTRIBUTION	MMSD REQUEST	TOTAL COST
PROJECT MANAGEMENT	-	\$5,000	\$5,000
MARKET PLACE PLANNING & DESIGN	\$5,000	\$5,000	\$10,000
LLOYD STREET SCHOOL PLAYGROUND ENHANCEMENT	\$3,000	\$17,000	\$20,000
WATER COLLECTION SYSTEM FOR GARDENS	-	\$10,000	\$10,000
EVALUATION & MONITORING	\$4,000	\$4,000	\$8,000
EDUCATION	\$6,000	\$3,000	\$9,000
TOTAL	\$18,000	\$44,000	\$62,000

BMP PARTNERSHIP CONTRIBUTION





U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

ASSISTANCE NO.

PRG	DOC ID	AMEND#
X7	96563101	- 0

DATE OF AWARD
SEP 24 2004

TYPE OF ACTION
New

MAILING DATE
OCT 01 2004

PAYMENT METHOD:
ASAP

ACH#
5560624

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Comptroller Branch, MF-10J

RECIPIENT:

City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
EIN: 39-6005532

PAYEE:

City of Milwaukee
809 North Broadway
Milwaukee, WI 53202

PROJECT MANAGER

Carolyn Leaman
809 North Broadway
Milwaukee, WI 53202
E-Mail: cleama@mkedcd.org
Phone: 414-286-5851

EPA PROJECT OFFICER

George Stone
77 West Jackson Blvd., B-19J
Chicago, IL 60604-3507
E-Mail: Stone.George@epamail.epa.gov
Phone: 312-886-7517

EPA GRANT SPECIALIST

Karen Sykes
Assistance Section, MC-10J
E-Mail: sykes.karen@epamail.epa.gov
Phone: (312) 886-7571

PROJECT TITLE AND DESCRIPTION

CITY OF MILWAUKEE - GREAT CITIES PARTNERSHIP
REGIONAL GEOGRAPHICAL INITIATIVE- GREAT CITIES - The City of Milwaukee will create a bioretention zone at an urban schoolyard as a demonstration project, and will develop an environmental learning curriculum for the school.

BUDGET PERIOD

10/01/2004 - 09/30/2005

PROJECT PERIOD

10/01/2004 - 09/30/2005

TOTAL BUDGET PERIOD COST

\$100,000.00

TOTAL PROJECT PERIOD COST

\$100,000.00

NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.

OFFER AND ACCEPTANCE

The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the City of Milwaukee for 100.00 % of all approved costs incurred up to and not exceeding \$100,000 for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed 08/06/2004 included herein by reference.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)

ORGANIZATION / ADDRESS

U.S. EPA Region 5
Mail Code MCG10J
77 West Jackson Blvd.
Chicago, IL 60604-3507

AWARD APPROVAL OFFICE

ORGANIZATION / ADDRESS

U.S. EPA, Region 5
Office of Strategic Environmental Analysis (B-19J)
77 West Jackson Blvd.
Chicago, IL 60604-3507

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

[Signature]

TYPED NAME AND TITLE

BHARAT MATHUR, ACTING REGIONAL ADMINISTRATOR, REGION V

DATE

9/24/04

This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE

[Signature]

TYPED NAME AND TITLE

MARTHA BROWN, DEPUTY COMMISSIONER

DATE

10/11/04

EP Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 100,000	\$ 100,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 100,000	\$ 100,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.436 - Surveys-Studies and Investigations-Grants and Cooperative Agreements-Section 104(b)(3) of the Clean Water Act	Clean Water Act: Sec. 104(b)(3)	40 CFR PTS 31 & 40

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	BAX007	0405	B	05B	402MG3E	41.83			100,000
									100,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$100,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$100,000
10. Indirect Costs: % Base <u>N/A</u>	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$100,000
12. Total Approved Assistance Amount	\$100,000
13. Program Income	\$0

Administrative Conditions

TERMS AND CONDITIONS

THIS AWARD IS IN RESPONSE TO THE RECIPIENT'S APPLICATION SUBMITTED AUGUST 6, 2004.

1. LOBBYING AND LITIGATION

In accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the recipient agrees that it will not use project funds, including the Federal and non-Federal share, to engage in lobbying the Federal Government or in litigation against the United States. The recipient also agrees to provide the EPA Form 5700-53, Lobbying and Litigation Certificate as mandated by EPA's annual appropriations act. A chief executive officer of any entity receiving funds under this Act shall certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The certification must be submitted in accordance with the instructions provided by the EPA award official and is due 90 days after the end of the project period.

2. DEBARMENT AND SUSPENSION

Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

3. MBE/WBE

In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance programs, the recipient agrees to:

- a) Accept the applicable FY 2004 "fair share" goals negotiated with EPA by the State as follows:

	MBE	WBE
Combined Rate	3%	4%

If the recipient does not want to rely on applicable State's MBE/WBE goals, the recipient agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in relevant market for construction, services, supplies and equipment. "Fair share" objectives must be submitted to the MBE/WBE Coordinator, within 30 days of award and approved by EPA no later than 30 days thereafter.

- b) Ensure to the fullest extent possible that at least the FY 2004 "fair share" objective [see a) above] of Federal funds for prime contractors or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
- c) Include in bid documents "fair share" objectives of 2004 fair share percentage [see a) above] and require all of its contractors to include in their bid documents for subcontracts the negotiated fair share percentages.
- d) Follow the six affirmative steps stated in 40 CFR 30.44(b) 40 CFR 31.36(e), 35.3145(d), or

35.6580, as appropriate.

- e) For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" to the EPA Award Official by October 30 of each year.
- f) In the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBEs, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective.
- g) Until the recipient has completed its fair share negotiations with EPA, it agrees to maintain state Agency's fair share objectives. Once the recipient has completed its fair share negotiations with EPA, it will apply those objectives. The recipient also agrees to include in its bid documents the applicable FY 2004 "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the applicable FY 2004 "fair share" percentages and to comply with paragraphs (c) through (e) above.

4. ONE YEAR GRANT

A final Financial Status Report (FSR) must be submitted 90 days after the end of the budget and project periods. The final FSR must be submitted to the EPA Grants Specialist as identified on page one of this Assistance Agreement.

5. PROCUREMENT OF RECYCLED PRODUCTS

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

6. RECYCLED PAPER

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

7. SMALL BUSINESS IN RURAL AREAS

By accepting this agreement, the recipient agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988. Therefore, if the recipient awards a contract under this assistance agreement, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRAs):

- a. Placing SBRAs on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and

- f. Requiring the contractor, if it awards subcontracts, to take the affirmative steps in subparagraphs a. through e. of this condition.

Programmatic Conditions

1. QUARTERLY REPORTING

Quarterly technical performance reports must be submitted within 30 days following the end of each three-month period. A final technical performance report must be submitted 90 days after the end of the budget and project periods. All technical performance reports must be submitted to the EPA Project Officer as identified on page one of this Assistance Agreement.

Lloyd St. Bio-retention Basin Project

EXHIBIT 1

Activity	Responsibility	Date
Planning	City/MPS	ongoing
establish budget	City	November/December 2004
develop design parameters	City/MPS	March 2005
approve final design	City/MPS	spring 2005
Bidding	City	May/June 2005
Hold Contracts	City	Summer 2005
Construction administration	City	per construction schedule
approve payments	City/MPS	per construction schedule
disbursement of funds	City	per construction schedule
Develop school curriculum	City/MPS/Walnut Way	Fall 2005

EXHIBIT II



Walnut Way Conservation Corp.
2240 N 17th Street
Milwaukee, Wisconsin 53205

April 4, 2005

Re: Bio Retention at Lloyd Street School

Dear Principal Byrd,

I am writing to confirm Walnut Way Conservation Corp's commitment to work in collaboration with Lloyd Street School to design, install and maintain the bio retention structure (Garden). The Lloyd Street elementary school bio-retention demonstration project is a tremendous educational tool for the school and the surrounding neighborhood community. We look forward to ensuring sustainable ecology experiences for the students of Lloyd Street School and children residing in the Walnut Way District.

Within the next weeks, we anticipate your approval of a design that will maximize both exposure to native plants and water ecology. Our goal is to begin and hopefully complete installation this academic semester. It is also our intent to utilize the Garden during the summer months for youth programs.

The Stewardship/Management program with the in-kind service of Walnut Way Conservation Corp. and other partners would include three monthly visits (Spring, Summer and Fall) with a crew to perform weed control [herbicide as appropriate]. The primary role and responsibility of landscaping and maintenance is in the weeding of invasive species (e.g. thistle, weed canary grass, mediaco) as the prairie matures in years 3-5 of original planting. Walnut Way would be delighted to assume responsibility for ensuring that plants are added as needed. (Included in the completed construction of the bio-zone is a two year maintenance period, whereby much of the plant material is under warranty.) The Spring landscaping needs might also call for a process of "trimming". Again, we will be happy to assume responsibility for ensuring a well-maintained landscaped Garden. During the summer months, when school is closed, Walnut Way will assume landscaping and maintenance responsibility.

We expect that the general maintenance requirements during the school year can be met by the school engineer.

This is a wonderful demonstration project that promises so many educational and community benefits. As with all projects, success will depend on great part on how we access and creatively address issues as they arise. We look forward to this collaboration with Lloyd Street School.

Sincerely,

Sharon Adams
President

encl

Exhibit III: MPS Insurance Requirements

Note:

The information listed below is the insurance language that the City of Milwaukee should require in the contracts that they bid out and/or hold for us. If these contracts are for things other than design work, then you can delete the bold/italicized wording on the professional liability insurance.

INSURANCE AND INDEMNIFICATION

The firm and its sub-contractors understands and agrees that financial responsibility for claims or damages to any person or to firm's employees, agents, and property, shall rest with the firm and its sub-contractors respectively. The firm and its sub-contractors shall effect and maintain at their own expense any insurance coverage, including, but not limited to, Workers Compensation, Employer's Liability, Commercial General Liability, Contractual Liability, Products Liability, and Automobile Liability to support such financial obligations. The indemnification obligation of the firm, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Workers Compensation laws or other insurance provisions. The minimum limits that MPS requires from vendors shall be:

TYPE OF COVERAGE

Workers' Compensation and Employers' Liability:

Workers' Compensation		Statutory
Employer's Liability:		
Bodily Injury by Accident	Each Accident	\$100,000
Bodily Injury by Disease	Each Employee	\$100,000
Policy Limit		\$500,000

To Include

Other States Coverage

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of MPS including its officers, directors, employees, agents and volunteers.

General Liability:

Bodily Injury/ Property Damage	Each Occurrence	\$1,000,000
General Aggregate		\$1,000,000
Products/Completed Operations Aggregate		\$1,000,000
Personal and Advertising Injury	Aggregate	\$1,000,000
Medical Expense Limit – Any one person		\$ 10,000

Fire Damage Limit – Any one fire \$ 50,000

To Include

Contractual liability for risks assumed in this Agreement.

Automobile Liability:

Bodily Injury/Property Damage	Each Accident	\$1,000,000
Uninsured Motorists/ Underinsured Motorists Protection	Each Accident	\$1,000,000

Umbrella Liability:

Bodily Injury/Property Damage/Personal Injury	Each Occurrence	\$1,000,000
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000

Professional Liability:

<i>Wrongful Act</i>	<i>Each Claim</i>	<i>\$1,000,000</i>
<i>Aggregate</i>		<i>\$1,000,000</i>

To Include

If the policy provides claims made coverage, contractor shall certify that the retroactive date will not change during the term of the contract or will warrant that the extended reporting period option will be exercised without cost to MPS if the retro date is changed.

Other insurance requirements:

- *The firm must warrant that professional liability coverage will be provided, which covers the services rendered by the firm and its sub-contractors to MPS during the term of the contract and will cover any claim made for up to three years following completion of the contract.*
- MPS is to be an additional insured with respect to all of the preceding coverage except Workers' Compensation, Employer's Liability, and Professional Liability. All insurance is to be on a primary and non-contributory basis. All policies shall provide that any insurance maintained by the additional insured is excess and non-contributing with any insurance required hereunder.
- Insurance certificates shall be in the Industry Standards Accord form.
- Any and all deductibles or other forms of retention are the responsibility of the firm and its sub-contractors.

- Prior to the award of bid, the firm shall submit written proof of compliance with the above insurance requirements
- 15 days prior to signature of the contract(s), the firm shall provide acceptable certificates of insurance evidencing the above required insurance.
- Not less than 15 days prior to expiration or renewal of required insurance, the firm must provide MPS with evidence of renewal of required insurance.
- Upon failure to provide such evidence of renewal insurance, MPS has the authority to order the firm to cease all operations at the firm's expense until the required insurance evidence has been provided.
- The firm is responsible for providing or ensuring that its sub-contractor(s) carry the above required insurance and no sub-contractor shall be permitted to commence any work until the firm submits acceptable proof of the above required insurance to MPS.
- All insurance policies shall contain a provision stating that coverage will not be cancelled, non-renewed or materially changed until at least thirty (30) days prior written notice has been given to MPS.
- The firm and its sub-contractors shall carry sufficient property insurance on its equipment, property and employees and volunteers to fully protect such interests. The firm expressly understands and agrees that the Board shall have no responsibility therefore.

Indemnification:

To the fullest extent permitted by law, the firm agrees to indemnify, defend, and hold harmless, MPS, its agents, officers, and employees from and against all loss or expense including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the firm, its sub-contractors or its agents which may arise out of or are connected with the activities covered by this contract.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this contract.