



Department of City Development

Housing Authority
Redevelopment Authority
City Plan Commission
Historic Preservation Commission

October 25, 2004

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

Dear Mr. Leonhardt:

Enclosed is a fully executed original of Contract No. 04-073 (CM), dated September 22, 2004, between the City of Milwaukee and CH2M Hill, Inc for consultant services for the preparation of a commercial and economic development marketing study to determine the feasibility of creating an African-American Entertainment and Cultural District in the 6th Aldermanic District.

Please insert this agreement into Common Council Resolution File No. 040241, adopted July 7, 2004.

Sincerely,

for Jon Conradt
Rocky Marcoux
Commissioner

Enclosure

For (DCD) PURCHASING/CONTRACT SERVICES SECTION USE ONLY

**CONTRACT FOR SERVICES
PART I**

CONTRACT NO. 04-073 (CM)
DIVISION/SECTION: Executive Office
DATE OF AWARD: 7/7/04

City of Milwaukee
Department of City Development
Purchasing/Contract Services

REQUISITION NO. N/A

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

- Distribution**
- Original - Contract Services**
- Copy 1 - Contractor**
- Copy 2 - Comptroller**
- Copy 3 - Department**

SERVICE DESCRIPTION (General):

Consultant services for the preparation of a commercial and economic development marketing study to determine the feasibility of creating an African-American Entertainment and Cultural District in the 6th Aldermanic District.

TIME OF PERFORMANCE:

Retroactive to July 16, 2004 through October 5, 2004

TOTAL AMOUNT OF CONTRACT:

Maximum Amount of Compensation Not to Exceed \$29,441.00

THIS AGREEMENT, entered into by and among CH2M Hill (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 and schedules will be approved by Martha L. Brown, Acting Commissioner of the City of Milwaukee Department of City Development (DCD), or designee (herein called the "Commissioner").

This document and all of its attachments constitute the Contract documents. Work may commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, received from the CITY an original or photocopy 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.

II. **REQUIREMENTS.** The CONTRACTOR is required to:

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this Contract.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms.

III. **SCOPE OF SERVICES.** (To include specific duties and responsibilities, time schedules and deadlines, compensation, terms, and approval requirements.)

- A. **The Study.** Contractor to prepare an "African American Cultural and Entertainment District Market Analysis and Feasibility Study" (the "Study") in consultation with the City's DCD.
- B. **The Project.** Through a comprehensive and systematic approach, the goal of the Study will be to determine the feasibility of an African-American Entertainment and Cultural District (the "District") and to recommend actions to implement study findings. In determining the feasibility of this District, the Study will identify preferred land and building uses consisting of, but not limited to a performing arts theater, cultural museums, African-American themed restaurants, clubs, or venues and what impact they might have, and the required uses to serve both regional audiences and local community needs.
- C. The Study should assist leadership in their efforts to form partnerships that will support the development, funding, and operations of the cultural District.
- D. The Study will identify the current and future needs of the community (including the City of Milwaukee, the District, and the particular geographical area in which the District is proposed) and consider the specified needs to help determine whether this cultural District can meet the needs and interests of the community.
- E. "**Project Area**" means the proposed African American Cultural and Entertainment District generally bounded by Meinecke Avenue on the north, Garfield Avenue on the south and west North Avenue from MLK Jr. Drive to 7th Street.
- F. **Project Scope of Work.** Consultant's Study will address the following:
 - 1. **Market Analysis/District Feasibility:**
 - (a) Conduct two visioning forums and survey interview for the purpose of gathering input from city officials, stakeholders and the public.
 - (b) Review projection of total retail sales and expenditure patterns by major sectors, such as (eating and drinking), food, general merchandise contained in the 1999 King Drive Redevelopment Plan
 - (c) Identify major categories of retailers who could locate in the District, such as general merchandise, specialty apparel, restaurants, etc.
 - (d) Develop recommendations about the types of institutions, businesses, and organizations that could contribute to the success of the District, if involved. Recommending specific businesses or franchises is beyond the scope of this study. The Visioning Tool proposed by CH2M HILL could also include 1-2 questions that would measure the levels of interest and potential ability of stakeholder groups to locate in the District in the future.

- (e) Recommendations about the major types of activities that could be established in the District

2. District Plan:

- (a) CH2M HILL will develop a visioning tool that will be used during the public involvement in Phase 2. This visioning tool will provide alternative design scenarios for various components (up to 6) of the design plan. The design scenarios will consist of pictures and/or renderings from other locations. The stakeholders will be asked to select an alternative for each component. The results of this process will be summarized into a vision statement for the District Plan.
- (b) CH2M HILL will interview relevant City staff members (Police Department, Department of Neighborhood Services, NIDC, RACM, Department of Public Works and Department of City Development) and community based organizations (see Phase 1) to determine future plans, policies, and budget information relevant to the District Plan.
- (c) CH2M HILL will prepare a draft conceptual District Plan based on the above information. The draft conceptual District Plan will provide an overall theme of the area and preliminary layout.
- (d) The draft conceptual District Plan will be provided to the City at the same time as the Market Analysis for review and comment.

3. Implementation Plan:

- (a) Identify other benefits that might accrue from the establishment of this African-American Entertainment and Cultural District, including potential benefits to participants and additional development that could be generated in the vicinity of the District, such as housing.
- (b) Provide preliminary recommendations on the creation, marketing and management of the proposed district, based on the public input received in Phase 2 and City of Milwaukee input,
- (c) Identify potential non-local funding sources (Federal, State of Wisconsin) that might be accessed in order to get the project underway.

G. Time Schedule.

- 1. Contractor shall, on or before September 10, 2004, present a written draft (working copy) of the Study and recommendation plan to the Commissioner for review and comment.
- 2. Contractor shall, on or before September 30, 2004, present to the Commissioner the final written Study.

CONTINUATION OF THIS CONTRACT BEYOND DECEMBER 31 OF ANY YEAR IS CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS BY THE PROPER CITY OFFICIALS.

IV. SPECIFIC CONDITIONS OF PAYMENT: Payment to the "Contractor" will not exceed \$29,441.00, if completion and delivery of the Study are timely and the Study meets the requirements of this Contract.

A. The City agrees to pay the Contractor \$29,441.00 on or before October 5, 2004. City shall not have any duty to pay any sum exceeding the \$29,441.00.

B. The total cost of the Study (and the total compensation due to the Contractor hereunder) shall not exceed \$39,441.00 (see the Memorandum of Understanding, attached hereto as **Exhibit A**).

C. City's payment duty is contingent upon the Contractor submitting its final Market Study and Recommendation Plan as called for and required hereunder.

CONTRACTOR MUST SUBMIT TO COMMISSIONER A PROPERLY DOCUMENTED MONTHLY INVOICE INDICATING TOTAL HOURS WORKED ON THE STUDY AND A SUMMARY DESCRIPTION OF WORK DONE.

THE CITY STRIVES TO MAKE TIMELY PAYMENT ON ALL INVOICES. PAYMENT TO THE CONTRACTOR WILL BE DEEMED TIMELY IF THE PAYMENT IS MAILED, DELIVERED, OR TRANSFERRED WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF A PROPERLY COMPLETED INVOICE OR RECEIPT AND ACCEPTANCE OF THE PROPERTY OR SERVICE UNDER THE ORDER OR CONTRACT, WHICHEVER IS LATER. IF THE CITY DOES NOT MAKE PAYMENT BY THE 60TH CALENDAR DAY, THE CITY SHALL PAY SIMPLE INTEREST BEGINNING WITH THE 31ST CALENDAR DAY AT THE RATE OF ONE PERCENT (1%) PER MONTH (UNLESS THE CITY DISPUTES THE AMOUNT OF THE INVOICE). REFERENCE COMMON COUNCIL FILE NO. 900859 ADOPTED OCTOBER 16, 1990, PROVISIONS OF STATE STATUTE 66.285 AND 66.286.

V. **NOTICES:** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

CH2M Hill
135 South 84th Street, Suite 325
Milwaukee, WI 53214
Phone: (414) 272-2426
Fax: (414) 272-4408

and to the CITY at:

DEPARTMENT OF CITY DEVELOPMENT
809 NORTH BROADWAY
MILWAUKEE, WISCONSIN 53202
Attention: Ms. Martha L. Brown, Acting Commissioner

Phone: (414) 286-5800
Fax: (414) 286-5467

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" or by facsimile and be deemed delivered upon receipt by the addressee.

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 (including the Study itself) 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 CONTRACTOR and upon written notice from the City to proceed, or when the CONTRACTOR has received a photocopy 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 this Contract. In addition to all other remedies inuring to the CITY should the Study not be completed by the date specified and in accordance with all of the 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 CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum amount of \$29,441.00 inclusive of all expenses and other costs, 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. Insurance requirements are set forth in **Exhibit B** attached hereto.

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 "work schedules" 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).

X. **DEFENSE OF SUITS.** In case any action in court or proceeding before an administrative agency is brought against the CITY or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the CITY or its officers, agents, or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XI. **INDEMNIFICATION.** CONTRACTOR assumes full liability for all of its acts in the performance of this Contract. CONTRACTOR will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs, and expenses which may be claimed against the City in consequence of the granting of this Contract to said CONTRACTOR, or which may result from the carelessness or neglect of said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the carelessness, negligence, or by acts of commission of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.

XII. **REGULATIONS.** Contractor agrees to comply with all of the requirements of all federal, state and local laws related thereto.

XIII. **TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONTRACTOR

shall violate any of the covenants, agreements, or stipulations of this Contract, the DCD Commissioner shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the CITY, become the property of the CITY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the CONTRACT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

XIV. TERMINATION FOR CONVENIENCE OF THE CITY. The CITY may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the DCD Commissioner to the CONTRACTOR. If the CONTRACTOR is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONTRACTOR covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph XIII hereof, relative to termination, shall apply.

XV. CHANGES. Any amendment of this Agreement must be in writing and signed by all parties.

XVI. PERSONNEL

- A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- 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 it's 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.

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 six (6) 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, and shall be made available to Commissioner upon request.

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 City's 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. [INTENTIONALLY DELETED]

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.

XXIII. DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

- B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. Contractor agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

XXIV. WORKER'S COMPENSATION INSURANCE. The CONTRACTOR, and all contractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation Insurance for all persons performing any work or services under the Contract or subcontract as is

required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

XXV. [INTENTIONALLY DELETED]

XXVI. [INTENTIONALLY DELETED]

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 therefore other than herein provided.
- B. 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 they are obligated to cooperate with the CITY in producing records which are subject to Wisconsin Public Records Law.

XXVIII. APPROVALS

- A. The CITY's Common Council approved the CITY entry into this Contract by Common Council Resolution File No. 040241. (This Contract was referred to as a "Cooperation Agreement" in said resolution).
- B. Contractor has duly approved entry into this Contract and their signatures below have been duly authorized to sign this Contract on their behalf.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalf as of the 22 day of SEPT, 2004.

CITY: CITY OF MILWAUKEE, a municipal corporation:

In the Presence of:

Timothy R. Montgomery

Kathleen H. Mollica

By: Tom Barrett
Tom Barrett, Mayor

By: Ron Leonhardt
Ron Leonhardt, City Clerk

COUNTERSIGNED:

By: W. Martin Morics SPECIAL DEPUTY
W. Martin Morics, City Comptroller

City Attorney's Office Approval

By: 
Gregg C. Hagopian, Assistant City Attorney

CONTRACTOR: CH2M Hill, INC.

Attest:

By: RL MJ

Name Printed: Rhonda Manuel

Title: _____

By: M Healy

Name Printed: Brod Heimlich

Title: Vice President

1031-2004-2188:83537

REV:8-30-04/DCD

EXHIBIT A

Contract No. 04-086 (CM)

Memorandum of Understanding (MOU) Between the City of Milwaukee And Martin Luther King Economic Development Corporation For The African American Market Study & Implementation Plan

The purpose of this Memorandum of Understanding (*MOU*) is to document the agreement between the City of Milwaukee and the Martin Luther King Economic Development Corporation (hereinafter referred to as "MLK-EDC") to provide a monetary contribution to the African American Market Study and Implementation Plan.

The City of Milwaukee has agreed to enter into a consultant contract with CH2M HILL (hereinafter referred to as "Contractor") to conduct a market study of the proposed project area. The proposed African American Cultural and Entertainment District project area is bounded by Meinecke Avenue on the north, Garfield Avenue on the south and west North Avenue from MLK Jr. Drive to 7th Street.

The City of Milwaukee has reviewed and accepted the African American Market Study and Implementation Plan Proposal from CH2M HILL in the amount of \$39,144.00. The City of Milwaukee has agreed to contribute \$29,144.00 and the MLK-EDC has agreed to contribute \$10,000 in the form of a grant. The time and specific conditions of payment as outlined in the City of Milwaukee's contract with CH2M HILL for consultant services are as follows:

A. TIME SCHEDULE:

1. Contractor shall, on or before September 10, 2004, present a written draft (working copy) of the Study and recommendation plan to the Commissioner for review and comment.
2. Contractor shall, on or before September 30, 2004, present to the Commissioner the final written Study.

B. SPECIFIC CONDITIONS OF PAYMENT: Payment to the "Contractor" will not exceed \$39,441.00, if completion and delivery of the Study are timely and the Study meets the requirements as defined in the Contract.

1. The City agrees to pay the Contractor \$29,441.00 on or before October 5, 2004. The City shall not have any duty to pay any sum exceeding the \$29,441.00.
2. MLK-EDC agrees to pay the Contractor \$10,000.00 on or before October 5, 2004. MLK-EDC shall not have any duty to pay any sum exceeding the \$10,000.00.
3. The total cost of the Study and the total compensation due to the Contractor shall not exceed \$39,441.00.
4. The City and MLK-EDC's payment duty is contingent upon the Contractor submitting its final Market Study and Recommendation Plan as called for and required under the contract.

Martin Luther King Economic Development Corporation

City of Milwaukee

Department of City Development

By: Ben E. Johnson
Ben E. Johnson

By: Martha L. Brown
Martha L. Brown

Title: Vice Chairperson

Title: Acting Commissioner

Date: 9-14-04

Date: 9/22/04

EXHIBIT B

INSURANCE REQUIREMENTS

DEPARTMENT OF CITY DEVELOPMENT

- A. The "City of Milwaukee" must be named as additional insured.
- B. The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin.
- C. The cancellation clause must be amended to read as follows: "Should any of the above – described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."
- D. The insurance certificate must be accompanied by an "Affidavit of No Interest" setting forth that: No City Official or employee has or will receive anything of value in connection with the issuance of the contract.
1. The affidavit must be notarized and signed by the same Wisconsin Agent or Surplus Lines Intermediary who signed the insurance certificate.
- E. The certificate holder shall be noted as:

**City of Milwaukee,
Department of City Development, Attn: Proc/Contract Services
809 N Broadway, 3rd floor
Milwaukee WI 53202**

COVERAGE	AMOUNT	
Worker's Compensation	Statutory Limits	
Comprehensive General Liability	Bodily Injury:	\$500,000 per occurrence \$1,000,000 aggregate
	Property Damage:	\$500,000 per occurrence \$500,000 aggregate
Automobile Liability	Bodily Injury:	\$500,000 per person \$1,000,000 per occurrence
	Property Damage:	\$500,000 per occurrence
Professional Liability (when applicable)	\$1,000,000 per occurrence	

The City of Milwaukee, Department of City Development shall be named as an additional insured with respect to liability coverages other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in any coverage.