

(REVISED 07/10/15)

For OFFICE OF ENVIRONMENTAL SUSTAINABILITY USE ONLY

FORMAL CONTRACT FOR SERVICES

City of Milwaukee
Department of Administration
Office of Environmental Sustainability

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

FUND NO.:

PURCHASE ORDER NO.:

REQUISITION NO.:

DATE OF AWARD:

July 22, 2015

SERVICE DESCRIPTION (General): Landscaping Services for Partners for Places Vacant Lot Project

TIME OF PERFORMANCE: September 1, 2015 – October 31, 2015

TOTAL AMOUNT OF CONTRACT: **Maximum Amount of Compensation Not to Exceed
(\$6,500 & 00/100 Dollars)**

THIS AGREEMENT, entered into by and between Growing Power, Inc. (hereinafter referred to as the "CONTRACTOR"), and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY"), acting by and through its Office of Environmental Sustainability,

Performance and schedules will be approved by Tim McCollow, of the City of Milwaukee.

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

- A. This Contract for Services
- B. Attachment A – Scope of CONTRACTOR services provided to City
- C. Attachment B – Growing Power Certificate of Insurance (provided by Contractor)
- D. Attachment C – Locations of sites requiring watering services by Contractor

Work may commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) been notified in writing to commence the Performance of Services, or (b) received from the CITY an original of the Contract that is complete and fully executed.

WHEREAS, THE CONTRACTOR is a non-profit and with the stated goals of employing and training Milwaukee residents in skills such as aquaponics, green infrastructure and urban food production and is the originator of the Contractor/City partnership to increase healthy food access via the creation of fruit orchards on Milwaukee vacant lots.

WHEREAS, THE CONTRACTOR and CITY have an executed contract for Contractor-supplied watering and tree planting services at new Partners for Places orchards and parks that covers the time period through August 31, 2015 and both parties wish to extend the time period of said services through October 31, 2015, and

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:

1. **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.

2. **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.

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

CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF FRUIT TREES ON DESIGNATED MILWAUKEE VACANT LOTS ("TREE SITES") AND SHALL BE RESPONSIBLE FOR THE WATERING OF THOSE TREES AT SPECIFIC SITES ("WATERING SITE") DURING THE TERM OF THIS AGREEMENT AS DETAILED IN ATTACHMENTS A AND C. BOTH PARTIES AGREE THAT CONTRACTOR SHALL PROVIDE COMPOST MATERIALS FOR TREE PLANTING UNDER A SEPARATE WRITTEN AGREEMENT AT THE COST OF \$30 PER CUBIC YARD (DELIVERED). FRUIT TREES INSTALLED BY CONTRACTOR SHALL BE PROVIDED BY CONTRACTOR AT NO COST TO THE CITY.

BOTH PARTIES AGREE THAT BECAUSE OF THE NATURE OF EACH SITE'S OVERSIGHT BY NEIGHBORHOOD AGENCIES OR COMMUNITY GROUPS, EACH TREE SITE IS NOT NECESSARILY A WATERING SITE.

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

4. **SPECIFIC CONDITIONS OF PAYMENT:** Payment will be made to the following schedules if completion is satisfactory.

UPON RECEIPT OF A PROPERLY SUBMITTED AND APPROVED INVOICE, CONTRACTOR SHALL BE COMPENSATED AT THE FOLLOWING TERMS (MAXIMUM COMPENSATION SHALL NOT TO EXCEED \$6,500.00):

50% of contract total within 12 business days of CITY receipt of CONTRACTOR invoice dated October 1, 2015 or later, 50% upon satisfactory completion of the Project, as approved in writing by the City to Contractor.

THE AMOUNT OF COMPENSATION IN THIS CONTRACT IS BASED ON BOTH PARTIES' CURRENT UNDERSTANDING THAT TREE PLANTING AND WATERING SERVICES WILL OCCUR AT THE LOCATIONS DETAILED IN ATTACHMENT C. IF, FOR ANY REASON, THE NUMBER OF TREE SITES NOT PLANTED BY SEPTEMBER 1, 2015 IS 75% OR LESS OF THE TOTAL TREE SITES SHOWN ON ATTACHMENT C, BOTH PARTIES AGREE THAT THE MAXIMUM COMPENSATION PAID UNDER THIS AGREEMENT SHALL BE REDUCED BY 25% DUE TO THE REDUCED NEED FOR CONTRACTOR'S SERVICES IN 2015 AT THE WATERING SITES.

It is the CITY's policy to pay all invoices within 30 days. If the CITY does not make payment within 45 days after receipt of properly completed supporting payment and other required Contract documentation, the CITY shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the CONTRACTOR by first-class mail, personally delivered, or sent in accordance with the notice provisions in the Contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the CONTRACTOR must pay the subcontractors for satisfactory work within seven days of the CONTRACTOR's receipt of payment from the CITY, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the CONTRACTOR fails to make timely payment to a subcontractor, the CONTRACTOR shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

5. **PAYMENT MONITORING REQUIREMENTS:** All contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the CITY's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the CITY's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.

6. **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" or via electronic mail, addressed to the CONTRACTOR at:

Growing Power, Inc.
5500 W. Silver Spring Drive,
Milwaukee, Wisconsin
53218-3261
Attention: Will Allen
Will@growingpower.org

and to the CITY at:

DOA-OFFICE OF ENVIRONMENTAL SUSTAINABILITY
200 E. Wells St, Suite 603
Milwaukee, Wisconsin 53202
Attention: Tim McCollow, HOME GR/OWN Program Manager
tmccol@milwaukee.gov

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

7. **REPORTS**

- A. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
- B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided. Both parties understand that the CITY is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, *et seq.* CONTRACTOR acknowledges that it is obligated to assist the CITY in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the CONTRACTOR must defend and hold the CITY harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Contract.

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

9. **CONDITIONS OF PERFORMANCE AND COMPENSATION.**

- A. Performance. Notwithstanding any references to the contrary in the Contract documents, the CONTRACTOR

agrees that the performance of CONTRACTOR's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Contract at such place or places as is necessary so as to enable the CONTRACTOR to fulfill CONTRACTOR's obligations under this Contract.
 - C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum for all of the services required.
 - D. Additional Fringe or Employee Benefits. The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.
 - E. Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
 - 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 CITY.
10. **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 CITY 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, under Specific Conditions of Payment).
11. **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.
12. **INDEMNIFICATION.** Notwithstanding any references to the contrary in the Contract documents, 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 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.
13. **REGULATIONS.** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto, including the provisions required pursuant to a grant which is funding this Contract, in whole or in part.
14. **JURISDICTION, VENUE, CHOICE OF LAW.** This Contract shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this Contract must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and CONTRACTOR consents to the jurisdiction of such courts.
15. **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 CITY 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.

16. **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 CITY 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 15 hereof, relative to termination, shall apply.
17. **CHANGES.** The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.
18. **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 CITY. 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 well as for the acts and omissions of persons directly employed by them.
19. **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 CITY. Provided, however that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.
20. **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. 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 Wis. Stat. Section 19.21, *et seq.* CONTRACTOR acknowledges that it is obligated to assist the CITY in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the CONTRACTOR must defend and hold the CITY harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of the final payment under this Contract.

- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
21. **REPORT AND INFORMATION.** At such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Contract.
22. **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 or such agency for examination all of its records with respect to all matters covered by this Contract and CONTRACTOR shall permit the CITY or such agency and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.
23. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc. prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the CITY.
24. **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 24 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.
25. **DISCRIMINATION PROHIBITED**
- A. CONTRACTOR shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. 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.
- 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 Agreement. The CONTRACTOR 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. CONTRACTOR agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

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.

26. **INSURANCE.**

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR's insurance needs as required by the CITY during the term of this Contract or any extension thereof.
- B. A certificate of insurance shall be provided to the CITY as Attachment B to this CONTRACT naming the CITY as an additional insured with respect to liability coverage other than professional liability, and providing at least 30 days notice of cancellation to the CITY prior to any material limitation of coverage, termination, cancellation, or non-renewal of any insurance policies required by this Contract, for any reason, including non-payment of premium.
- C. A copy of an endorsement of Earlier Notice of Cancellation or Non-Renewal must be submitted with the certificate of insurance. Such endorsement must contain the following stipulation:
"We will mail notice of cancellation (including for nonpayment of premium), non-renewal, or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action."
- D. The certificate holder shall be noted as:

City of Milwaukee
DOA – Office of Environmental Sustainability
200 E. Wells Street, Room 603
Milwaukee, WI 53202

Required?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED
Yes	Worker's Compensation	Statutory Limits
	(The City does require Worker's Compensation coverage for Sole Proprietorships)	
Yes	Commercial General Liability	\$500,000 each occurrence \$1,000,000 aggregate
Yes	Automobile Liability	Combined Single Limit Bodily Injury \$1,000,000 each accident Medical Expense: \$10,000 each person
Yes	Professional Liability	\$ 1,000,000 each claim \$ 1,000,000 aggregate

27. **WITHHOLDING OF SALARIES.** If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

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

29. **FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION.** The CITY reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

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

CITY OF MILWAUKEE, a municipal corporation:

CONTRACTOR:

By: _____
Sustainability Director

Firm: _____

Date: _____

Address: _____

Countersigned by: _____
Comptroller

City, State, Zip: _____

Date: _____

Phone: _____

Fax: _____

Email: _____

Federal ID: _____

By: _____

Title: _____

Date: _____

Witness: _____

Title: _____

SIGNATURE

ATTACHMENT A
To The Landscape Services Contract for Partners for Places
BETWEEN Growing Power, Inc. (“CONTRACTOR”)
And the City of Milwaukee (“CITY”)

CONTRACTOR RESPONSIBILITIES:

1. Upon 2 weeks written notice via email to CONTRACTOR detailing location, site plan and fruit tree type, the Greater Milwaukee Foundation (“GMF”) or the CITY will provide the location of a P4P orchard or park site where CONTRACTOR shall use its staff, compost and trees to plant trees per the existing site plan.
2. CONTRACTOR will contact GMF or the CITY with the scheduled time at which CONTRACTOR shall perform its landscape services at each P4P orchard site.
3. To the best of CONTRACTOR’s abilities, given available staff and materials, CONTRACTOR will plant the trees to the required depth and width given general landscaping practices.
4. If CONTRACTOR is unable to complete the Project site on the agreed-to date, GMF, the CITY and the CONTRACTOR shall arrange for an alternate construction date for the Project site.
5. Contractor is not responsible for the digging of holes to plant the trees at the P4P orchard site, the CITY will accept additional volunteer services by the CONTRACTOR at CONTRACTOR’s sole discretion.
6. To the extent required, CONTRACTOR shall coordinate with David J. Frank of David J. Frank Landscape Contracting, Inc. as to scheduling and Project site parameters.
7. CONTRACTOR shall only be responsible for performing services as provided in the CONTRACT during the term of this CONTRACT. Performing services during any other 2015 period is at sole discretion of CONTRACTOR.
8. CONTRACTOR shall water all orchards installed during the term of this CONTRACT (frequency and timing at CONTRACTOR’s discretion) for the term of this CONTRACT using City hydrant taps, as provided by the City at select orchard sites, and CONTRACTOR’s watering truck at sites without hydrant access.
9. CONTRACTOR shall provide to the CITY its proof of insurance per the requirements shown in this Attachment B prior to the start of work at the first Project site.

CITY SCOPE OF SERVICES

1. The CITY shall provide a list of Project sites to CONTRACTOR as soon as practicable, but no later than two (2) weeks prior to the anticipated construction date.
2. CITY shall ensure that the Project site has been sufficiently marked with tree planting locations and property lot lines (as need be) by CITY DPW prior to scheduled construction date.
3. To the best of its ability, CITY shall purchase irrigable hydrant permits at all City Water Works-allowable locations in order to provide water access to CONTRACTOR prior to orchard installation.
4. In coordination with P4P partners, the CITY shall include CONTRACTOR’s name and logo on all relevant P4P media, signage and invite CONTRACTOR’s participation in all P4P media events during 2015.

ATTACHMENT B
To The Landscape Services Contract for Partners for Places
Between Growing Power, Inc. (“CONTRACTOR”)
And the City of Milwaukee (“CITY”)

(CERTIFICATE OF INSURANCE TO BE PROVIDED BY CONTRACTOR)

ATTACHMENT C
To The Landscape Services Contract for Partners for Places
Between Growing Power, Inc. ("CONTRACTOR")
And the City of Milwaukee ("CITY")

Tentative Partners for Places Tree Sites and Water Sites - current as of 7/8/15

	Orchards	Parks	Tree Site	Watering Site	Hydrant access	Support Organization
District 15:						
2403-07 n 24th PL	1		Y	Y	Y	Hopewell Missionary Baptist Church
2438 W Meinecke	1		Y	Y	Y	Hopewell Missionary Baptist Church
2265 N. 14th, 1407 W. North		1	Y	N	Y	Walnut Way Conservation Corp
2506-22 N. 38th St		1	Y	Y	N	Metcalfe Park 38th Street Block Club
2577-79 N. 38th St	1		Y	Y	N	Metcalfe Park 38th Street Block Club
Total District 15	3	2				
District 7:						
4716 N. 45th St	1		Y	Y	N	Groundwork Milwaukee
2900 N. 22nd St.	1		Y	Y	Y	Dominican Center
3076 N. 24th PL - SNP		1	Y	Y	Y	Dominican Center
3401-07 W. Center St & 3411		1	N	NA	Y	BNCP - Dannell Cross
Total District 7	2	2				
District 6:						
3218-44 MLK Drive		1	Y	Y	Y	MSO, Heartlove, Fidel Verdin
2864 N. 2nd St	1		Y	?	N	All Peoples Church (has water access w/o hydrant)
2216 N. 2nd st	1		Y	?	?	Mt. Zion Baptist Church (has water access)
134/138 W. Center	1		Y	Y	Y	St. Marcus School
130 W. Nash	1		Y	Y	Y	Riverworks Development Corp
2nd & Vienna		1	Y	Y	Y	Riverworks Development Corp
2903 N Palmer	1		Y	?	N	All Peoples Church
Total District 6	5	2				
Other Districts						
5616 W. SILVER SPRING (9th	1		Y	Y	Y	Growing Power
1429 N. 23rd St (4th)	1		Y	Y	Y	SET Ministry/HACM (water but no hydrant)
5411 N. 64th St (2nd)	1		Y	Y	N	Westlawn/HACM (has water access w/o hydrant)
4669 N. 30th St (1st)	1		Y	Y	N	Groundwork Milwaukee
6767 N. 60th Street (9th)	1		Y	Y	?	Havenwoods Econ. Dev't Corporation
TOTAL OTHER DISTRICTS	5	0				
GRAND TOTAL	15	6				

NOTE: SITES MARKED BY "?" WILL BE UPDATED AND PROVIDED TO BOTH PARTIES PER THE NOTICES SECTION OF CONTRACT.