

TO: Groundwork Milwaukee

SERVICE ORDER NO. _____

1845 N. Farwell Ave. Ste. 100

Milwaukee, WI 53202

This service order, entered into this ____ day of _____, 2017 by and between Groundworks Milwaukee., hereinafter called the "Contractor" and the City of Milwaukee, a municipal corporation of the State of Wisconsin, hereinafter called "City".

WITNESSETH, That the parties hereto agree as follows:

The Contractor has worked with the Common Council and Environmental Collaboration Office to develop proposal for the price and within the time hereinafter mentioned.

The Contractor, in consideration of the payments hereinafter provided, for himself/herself, heirs, executors and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City to well and truly execute and perform the work and furnish the material for the price and within the time mentioned. The work is as follows:

- A. Exhibit 1 Scope of Work
- B. Exhibit 2: Vacant Lot Challenge - Site Activation in Promise Zones

In the event of conflicts between provisions of the base contract and/or the provisions of any of the contract exhibits or attachments, the various documents shall govern in the following order: This Service Order Agreement and Exhibit 1.

The service order price will be as follows:

- Total expenses not to exceed \$45,000 in total compensation.
- Substantial completion date of November 30, 2017.

The Contractor shall submit invoices on a monthly basis which include the service order number and show the itemized breakdown of labor and material, using the table shown under Deliverables in the exhibits.

Invoices shall be submitted to:

DPW Operations
City of Milwaukee DPW
Attention Chuck Schumacher
Zeidler Municipal Building, Room 501
841 N. Broadway
Milwaukee, WI 53202

Invoices shall be reviewed by the DOA's Environmental Sustainability Director and approved by the City. Payment will be made on or before 30 days after the receipt of the invoice. The Contractor shall notify the Environmental Collaboration Office (414) 286-8556 monthly when work is completed. Final payment will be made after receipt of the final invoice, on or before 30 days after acceptance of all contract work.

The City of Milwaukee is tax exempt by State Statute No. 77-54.

The Contractor hereby agrees to and with the City:

1. To complete the work in the manner and form aforesaid, and according to the attached specifications. If, for any reason, the City deems the work performed to be of inferior quality, or not meeting the requirements of the Special Provisions, the City maintains the right to revoke and terminate the contract.
2. To abide by all statutes of the State of Wisconsin, and all applicable charter provisions and ordinances of the City of Milwaukee and all amendments thereto, and all provisions of this work order.
3. **AMERICAN WITH DISABILITIES ACT**
Contractor agrees to comply with all applicable requirements of the Americans With Disabilities Act (ADA) of 1990, 42 U.S.C. Sec. 12101, **et seq.**
4. **LIABILITY AND INSURANCE**
 - A. Liability Insurance in accordance with the provisions of City of Milwaukee Department of Public Works General Specifications dated January 31, 1992, and all subsequent addenda, is required. The Contractor shall be responsible for and shall save the City harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, the Contractor's agents, employee or workers; or by reasons of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment, or plant or any process, device, or combination of devices used.
 - B. The Contractor is to effect and maintain, during the entire term of the work and in conformance with the terms of the contract, primary insurance protecting both the Contractor and the City of Milwaukee in the types as follows unless otherwise specified:
 - i. **INSURANCE REQUIREMENTS FOR ALL PRIME AND SUBCONTRACTORS** as found in the DPW General Specifications dated January 31, 1992 and all subsequent addenda.

ii. **WORKER'S COMPENSATION INSURANCE** – Contractor and Subcontractor(s) shall furnish to the City prior to start of work a certificate of insurance with ten (10) day notice of cancellation as proof that the Contractor and all subcontractors carry statutory coverage of Worker's Compensation Insurance for all persons performing any work or services under the contract, as required by the Workmen's Compensation Act of the State of Wisconsin and all acts amendatory thereof and supplementary thereto. A separate insurance certificate need not be furnished if the Contractor or subcontractor has filed a certificate currently in effect. No Contractor or subcontractor shall perform any work under the contract after expiration or cancellation of the insurance certificate on file with the City unless and until a new certificate of insurance is placed on file as proof of the required statutory coverage.

iii. **COMPREHENSIVE GENERAL LIABILITY, CONTRACTUAL COVERAGE AND PROPERTY DAMAGE INSURANCE** – Coverage to include premises/operation coverage; owner's protective coverages; all subject to the following minimum limits:

| | |
|-----------------------|----------------------------|
| Bodily Injury | \$1,000,000 per occurrence |
| | \$1,000,000 aggregate |
| Property Damage | \$500,000 per occurrence |
| | \$500,000 aggregate |

iv. **COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE**
– Operations of owner, hired and non-owned motor vehicles:

| | |
|-----------------------|----------------------------|
| Bodily Injury | \$500,000 per person |
| | \$1,000,000 per occurrence |
| Property Damage | \$500,000 per occurrence |

v. **BLANKET CONTRACTUAL COVERAGE (Umbrella Liability)** – or a specific endorsement designating this coverage: \$2,000,000.

** The City of Milwaukee shall be named as an additional insured in respect to liability coverages and will be given such notice as required by law in advance of cancellation, non-renewal, or material change in any coverage.

Prior to the commencement of activities, the Contractor and/or any approved subcontractor shall file with the City a certificate of insurance evidencing the specified coverage including the additional insured and cancellation endorsements.

** If you do **NOT** specify any particular contract – the certificate will be sufficient for any contract or subcontract awarded while the certificate is in force (PREFERRED).

If you **DO** specify a particular contract – a new certificate will have to be filed for every contract or subcontract awarded.

- vi. policies be cancelled before the expiration date thereof, the issuing company will give 10 days notice to the named certificate holder.

GROUNDWORK MILWAUKEE

Contractor

1845 N. Farwell Ave. Ste. 100, Milwaukee WI 53202

Business Address

By _____
Signature Title

By _____
Print Name

CITY OF MILWAUKEE

By _____
Signature Title

By _____
Name

Exhibit 1: Scope of Work

Through its MKE Grows program, Groundworks Milwaukee will:

| Activity | 2017 Project Locations, or Deliverables | Budget |
|---|---|----------|
| Milwaukee Urban Gardens (MUG) Program- manage community gardens and volunteers on city-owned vacant lots. | 76 City-owned vacant lots | \$8,000 |
| Deconstruct gardens or revitalize lots including but not limited to the following locations. | <ul style="list-style-type: none"> • 4716 N 45th St Hocking Orchard (fence removal, revitalization) • 22nd & McKinley (NW corner) • 8th & Ring • Victory Park on MLK • 4669 N 30th | \$13,000 |
| Site Activation in Promise Zones: Provide hands-on trainings and interactive community workshops on site, including sustainable growing techniques, food preparation, Yoga classes in the garden. | Activities outlined in Exhibit 2 | \$5,000 |
| Community garden watering strategy | Delivering water to garden sites and fill totes | \$4,000 |
| Promotional Activities | <ul style="list-style-type: none"> • Create site signage that highlights project and partners • Host Strong Roots Awards in collaboration with the City • Create video showcasing work | \$3,000 |
| Community Garden Cluster (CGC) project | <p>Develop and implement a low cost approach to collect and redistribute surplus food from community gardens</p> <p>Develop scalable pilot process, including system for getting notifications of surplus produce, collecting produce, and distributing it to the public. This may include activation of existing hoop houses in partnership with the Milwaukee Farmers Union</p> | \$7,000 |
| Neighborhood engagement | Work with existing neighborhood groups to motivate neighborhood weeding and cleanups of existing vacant lots and litter reduction strategies | \$5,000 |
| Total | | \$45,000 |

Exhibit 2: Vacant Lot Challenge - Site Activation in Promise Zones

Site Activation in Promise Zones: Provide hands on trainings and interactive community workshops on site.

Washington Park Promise Zone

1. Metcalf and Sherman Parks – (Young Farmers Programming)
2. TrickleBee Café – (Classes: Starting Your Community Garden)
3. Walnut Hill - Composting Classes

Division/Harambee -

1. Canning and Preserving Food classes at Metropolitan Missionary Baptist Church in Borchard Field May-October 2017
2. Peace Place – (Yoga in the Garden Classes)
3. All Peoples – (Canning and Preserving Food Classes)
4. Scooters Garden – (Yoga in the Garden)
5. Za'layia's Garden, 19th and Chambers (Movie Nights)

Greater / Old North Milwaukee

Classes: Grow your Own Groceries

Kompost Kids: Introduction to Composting

6. McGovern Park (Super Foods Classes)
7. Villa Rohr (Composting Classes)

Near South Side Promise Zones

Yoga, Zumba classes

Canning and Preserving Food Classes (16th Street Health Center)

Master Community Gardens Classes @:

1. Walkers Point
2. 14th and Harrison
3. (New) 15th and Grant Manatobia
4. KRIC Peoples Park
5. Art Park

Signage:

4 large partner site signs

12 lawn sign site signs