



Milwaukee County

Request for Proposals

Acquisition and Development of Block 12, Lot B
Park East, Milwaukee Wisconsin

RFP # 7075

Issue Date: January 4, 2016

INFORMATION SUMMARY SHEET

RFP Title: Acquisition and Development of Block 12, Lot B, Park East,
Milwaukee, Wisconsin

RFP Issuing Office: Milwaukee County – Department of Administrative Services –
Economic Development

RFP Issue Date: January 4, 2016

RFP Proposal Receipt Deadline (Rolling): 2:00 PM, the 1st Monday of every month (unless
that falls on a holiday) beginning February 1, 2016. The initial schedule of submission dates
shall be as follows:

February 1, 2016	August 1, 2016
March 7, 2016	September 6, 2016**
April 4, 2016	October 3, 2016
May 2, 2016	November 7, 2016
June 6, 2016	December 5, 2016
July 5, 2016*	January 2, 2017

*This date is a Tuesday, as Independence Day coincides with the first Monday in July.

**This date is a Tuesday, as Labor Day coincides with the first Monday in September.

RFP Submission Location:

Milwaukee County Courthouse
County Clerk's Office
Room 105
901 N. 9th Street
Milwaukee, WI 53233

RFP Contact/Administrator:

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Proposal can be found on Milwaukee County's website: <http://county.milwaukee.gov/mced>
and on the Park East website: www.parkeastmke.com

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ATTACHMENTS

- Attachment A – Conflict of Interest Stipulation (Sign and Submit with Proposal)
- Attachment B – Sworn Statement of Bidder (Sign and Submit with Proposal)
- Attachment C – Cover Sheet for Proposal (Sign and Submit with Proposal)
- Attachment D – Certification Regarding Debarment and Suspension (Sign and Submit with Proposal)
- Attachment E – Proprietary Information Disclosure Form (Sign and Submit with Proposal)
- Attachment F – Purchase Price Offer Form (Sign and Submit with Proposal in separate sealed envelope)
- Attachment G – Property Description and Map
- Attachment H – Development Code (excerpt)
- Attachment I –Phase II Environmental Report
- Attachment J – Footings/Piers from Freeway Demolition
- Attachment K – Prevailing Wage Information
- Attachment L – DBE Information
- Attachment M – Template PERC Compliance Plan
- Attachment N – Model Development Agreement
- Attachment O – Model Option to Purchase
- Attachment P – Park East Redevelopment Compact
- Attachment Q – Broker Registration Form (Sign and Submit with Proposal)

SECTION 1 - PURPOSE AND BACKGROUND

1.1 PURPOSE

This Request for Proposal (RFP) is to solicit a buyer and developer for Block 12, Lot B of the Park East Development Plat (See **Attachment G**).

Block 12, Lot B is approximately 16,346 square feet (“Property”). The legal description used to convey the Property will reflect the final Park East Development Plat East of the Milwaukee River, adopted by the City of Milwaukee Common Council and/or the subsequent title commitment.

Though small, Block 12, Lot B comprises prime frontage on North Water Street, North Edison Street and East Knapp Street. It is not a requirement of this RFP that a proposal for Block 12 include the consolidation and development of the adjacent properties which are not owned by Milwaukee County; namely, Edison Street and 1301 N. Edison Street. A stand-alone proposal for Block 12, Lot B is appropriate.

The successful buyer and developer (“Successful Proposer”) will be required to enter into an Option to Purchase, a Development Agreement, and other commitments specified in Sections 2.12 and 2.13 below.

1.2 BACKGROUND

The Property is located within the former Park East Freeway Corridor. The elevated freeway structure that existed within the Park East Corridor was razed and replaced with an at-grade, six-lane boulevard (West McKinley Avenue) and a new bridge across the Milwaukee River. Removal of the freeway structure allowed for the reestablishment of the city street grid and opened up the land beneath and around the freeway corridor for redevelopment as a high quality residential, commercial and entertainment area. The Property was formerly under the jurisdiction of the State of Wisconsin, Department of Transportation.

SECTION 2 - CONDITIONS OF RFP

2.1 ZONING

The Property is located within the Park East Renewal Area, and is governed by the Park East Redevelopment Plan, adopted by the City of Milwaukee Common Council on June 15, 2004. The Redevelopment Plan consists of three documents:

1. The **Renewal Plan**, which contains language that satisfies the state statutes in order to carry out the renewal activities within the Park East Redevelopment project boundaries.
2. The **Master Plan**, which links the Redevelopment Plan to the Milwaukee Downtown Plan.
3. The **Development Code**, which defines land use and design standards.

The Development Code defines permitted land uses and physical design standards such as building placement, height, build-to lines, and street-edge treatment. Applicable portions of the Development Code, organized on a Block-by-Block basis, are attached to this RFP as **Attachment H**.

The Redevelopment Authority of the City of Milwaukee must approve all development plans before building permits can be issued. The approval hinges on conformance with the standards enumerated in the Development Code.

The full Development Code and Redevelopment Plan are available on-line at: www.city.milwaukee.gov/projects/parkeastredevelopment.htm. Block 12, Lot B is located in the Lower Water Street District. It is the responsibility of the Proposer to review and understand all documents prior to submitting a proposal.

The Property is zoned RED, Redevelopment District. This zoning category allows for a mix of uses including residential, retail, office, and entertainment. A full list of permitted uses is identified in the Redevelopment Plan.

2.2 POTENTIAL USE

The land use provisions and building/site requirements described in the Redevelopment Plan are applicable to all publicly and privately owned parcels and structures located within the Redevelopment Plan boundary. All permit applications and plans for new construction within the area of the Redevelopment Plan will be referred to and reviewed by the Redevelopment Authority of the City of Milwaukee to determine conformance with the Redevelopment Plan.

2.3 UTILITIES

Municipal sewer and water is available to the Property. It is the responsibility of the Proposer to verify with the City of Milwaukee the location and capacity of the utilities necessary to serve the proposed development. The existence and/or suitability of laterals are the responsibility and obligation of the Proposer. Deferred assessments and/or charges/fees on the Property, if any, shall be the financial obligation of the Proposer.

2.4 ENVIRONMENTAL CONDITIONS

Independent II Environmental Site Assessment (ESA) for Block 12, Lot B (a.k.a. Parcel 148 or Block 6E) is attached as **Attachment I**.

2.5 SUBSOIL CONDITIONS

The Property was part of the former Park East Freeway Corridor and contained above and below grade freeway structures. Demolition of the elevated freeway structures included the partial or complete removal of the below-grade freeway support elements and related infrastructure (except piles). The City of Milwaukee, Department of Public Works managed the demolition of the elevated freeway structures as well as the removal of the below-grade freeway support elements and related infrastructure. A map showing the general locations of the remaining footings on the Block 12, Lot B is included as **Attachment J**.

Prior to the existence of the freeway, the Property contained various buildings and/or structures. Therefore, the Property may contain foundations, building materials or other debris from these buildings and structures, in addition to any remaining freeway support elements or related infrastructure. The Proposer is responsible for and must make adequate allowance for all excavation and disposal costs for the proposed project. Milwaukee County has no information regarding the bearing capacity of the soil and the Proposer accepts the Property in “AS-IS” condition, including without limitation, environmental and subsoil conditions.

2.6 STORMWATER MANAGEMENT PLAN

Should the proposed project exceed one acre or add one-half acre of new impervious surfaces, the Proposer will be required to submit to the City of Milwaukee a stormwater management plan prepared by a registered engineer, in conformance with Chapter 120, City of Milwaukee Code of Ordinances prior to the commencement of work. Go to: <http://city.milwaukee.gov/stormwatermanagement>

2.7 CONVEYANCE CONDITIONS

Conveyance of the Property shall be “AS-IS”, without warranty as to soil, subsoil and environmental conditions. Successful Proposer shall be responsible for all property development

costs, including, but not limited to, extension of water and sewer laterals to the property line, vacation charges or fees, if any, deferred assessments, if any, and the replacement of sidewalks and curb cuts.

At closing, County shall include a deed restriction and right of reverter that the Property will be subject to the Successful Proposer commencing and completing the construction of the proposed development pursuant to the development schedule submitted by the Successful Proposer and approved by Milwaukee County. In the event the Successful Proposer fails to comply with the excavation commencement date in the proposed development schedule, Milwaukee County shall have the option to reclaim the Property through its right of reverter and the Successful Proposer agrees to re-convey the Property by Warranty Deed, free and clear of all liens, encumbrances, taxes, assessments and the rights of others, except those in existence, if any, prior to the conveyance of the Property to the Successful Proposer. The foregoing deed restriction and right of reverter shall be subordinated to all financing and investment interests necessary to construct the project.

2.8 PERFORMANCE DEPOSIT

The Successful Proposer shall submit to Milwaukee County, at or prior to closing, a Performance Deposit (“Deposit”) in the amount of \$50,000.00. The Deposit shall serve as security for the satisfactory performance of the project obligations and commitments made in response to this Request for Proposals, the terms of the development agreement entered into by the Proposer and as a guarantee for the completion of the development project approved by the City of Milwaukee. No interest will be paid on the Deposit.

2.9 PREVAILING WAGE

The Successful Proposer must pay prevailing wages for all construction employees working on the project. See Milwaukee County Ordinances Section 30.02 for a list of the applicable provisions. The 2015 Prevailing Wage Rate Determination is attached as **Attachment K**. Milwaukee County will work with Developer and its General Contractor to adapt existing General Contractor wage reports to meet this requirement. Successful Proposer must provide, on a monthly basis, copies of its contractors’ and subcontractors’ weekly certified payroll reports showing compliance with this requirement, which is subject to auditing by Milwaukee County Comptroller’s Office Division of Audit Services. In addition to restitution and the possibility of being restricted from participating in future contracting opportunities with the County, a liquidated damages provision for noncompliance will be negotiated between the Successful Proposer and Milwaukee County prior to closing. The Successful Proposer will be required to utilize LCPTracker to submit these wage reports.

2.10 DBE GOALS AND REPORTING

It is the policy of Milwaukee County to ensure that Disadvantaged Business Enterprises (DBEs), certified through the Wisconsin Uniform Certification Program (WIUCP), have an equal opportunity to receive and participate in Milwaukee County contracting opportunities.

The successful proposal will be required to meet a goal of 25% DBE participation for construction expenditures (includes architectural/engineering) and 17% DBE participation for professional services expenditures (“Minimum DBE Goal”). To satisfy this requirement, proposer must meet or exceed the goal, or demonstrate that it made a “good faith effort” to reach the goal (“Minimum Good Faith Efforts”). Minimum Good Faith Efforts will be determined on a project basis, but include primarily outreach and advertising requirements to reach DBE markets and negotiation practices to make DBE participation more likely. On a monthly basis during the course of the project, the Successful Proposer will be required to report which DBE’s bid on the project, report on which DBE’s were committed to a contract, and to submit DBE Utilization Reports and DBE Payments Certification (“DBE Forms”). Copies of these forms are available at <http://county.milwaukee.gov/cbdp/ComplianceServices.htm> and included in **Attachment L**. The Successful Proposer will be required to utilize B2Gnow to submit these monthly reports to Milwaukee County.

Prior to closing, the Successful Proposer will enter an agreement with Milwaukee County, similar to the template attached in **Attachment M**, to ensure compliance with its provision of the community benefits set forth in this RFP. The agreement will include a PERC Compliance Plan containing tailored DBE provisions outlining the Minimum DBE Goal percentages specified above and Minimum Good Faith Efforts. The PERC Compliance Plan will include monthly reporting on the DBE Forms, which are subject to auditing by Milwaukee County Community Business Development Partners department. A liquidated damages provision for noncompliance will also be negotiated.

2.11 WORKFORCE GOALS AND REPORTING

It is the policy of Milwaukee County to ensure that its local workforce has an equal opportunity to participate in Milwaukee County contracting opportunities, and to ensure that apprenticeship and training opportunities are available to enhance the quality of the local workforce.

If the Successful Proposer desires to be eligible for points for a Residential Hiring Goal and an Apprenticeship/Job Training Goal, pursuant to Sections 3.4.9 and 3.4.10, then wages and hours paid on the Successful Proposer’s project must be tracked to ensure compliance with Successful Proposer’s stated goals as provided in Sections 3.4.9 and 3.4.10 below. Successful Proposer must provide, on a monthly basis, copies of the General Contractor’s weekly payroll reports to show compliance with these goals, which are subject to auditing by Milwaukee County Comptroller’s Office Division of Audit Services. Such payroll reports must contain addresses for purposes of tracking residency and information related to the employees’ status with regards to being an apprentice or having been enrolled in a job training program. Employee affidavits and proof of residency will also be required. If claiming points in Section 3.4.9 or 3.4.10 below, a liquidated damages provision for noncompliance will be negotiated between the Successful

Proposer and Milwaukee County prior to closing. The Successful Proposer will be required to utilize LCPTracker to submit these reports.

Prior to closing, Successful Proposer will enter an agreement with Milwaukee County, similar to the template attached in **Attachment M**, to ensure compliance with its provision of the community benefits set forth in this RFP. The agreement will include a PERC Compliance Plan containing tailored residential hiring and workforce (apprenticeship/job training) participation provisions to help Successful Proposer meet or exceed its goals and outline what might be considered a good faith effort in the event the goals are not achieved.

2.12 DEVELOPMENT AGREEMENT

Successful Proposer will be required to enter into a Development Agreement (see **Attachment N**), as part of the Successful Proposer closing. The Development Agreement will include, but not be limited to, the project make-up, the commitments, obligations and a guarantee by the Successful Proposer, the schedule of the development project, the project design approved by the County, as well as the DBE, Prevailing Wage and Workforce Hiring (Residential and Apprenticeship/Job Training) requirements. The attached Development Agreement is a model and will be negotiated with the selected proposer to reflect the actual proposal. Modifications may be made as part of the negotiations between Successful Proposer and County prior to closing, which may include without limitation, modifications to reporting mechanisms.

2.13 GRANT OF OPTION

The requirements of this section 2.13 are in addition to the Performance Deposit required in section 2.8 above.

Upon approval of a Successful Proposer by , the Successful Proposer will be granted a nonassignable twelve (12) month option to purchase (sample attached as **Attachment O**). The option period shall be used by the Proposer to satisfy or obtain any or all purchase and development requirements, tenant/financing commitments, approvals or licenses/permits from the City of Milwaukee and/or other regulatory agencies. Successful Proposer shall exercise the option on or before the expiration of the twelve-month option period and close the purchase within thirty (30) days thereafter. The Successful Proposer shall pay a \$50,000 option fee in the form of a certified cashier's check or money order for the twelve-month option period. The \$50,000 option fee shall be credited against the purchase price at closing, but is nonrefundable if the sale does not close. The Successful Proposer shall, at its option, be granted two additional six (6) month extensions after the initial twelve-month option period. The Successful Proposer shall pay a nonrefundable option extension fee of \$25,000 for each additional six-month extension. Each six-month extension will increase the purchase price by \$12,500 (one half the option extension fee), pursuant to CB Resolution 08-30(a)(d).

Any extensions beyond the twenty-four (24) month option period must be recertified pursuant to Wis. Stat. 59.17(2)(b)3 taking into consideration the reasons expressed by the Successful Proposer for requesting the extension. The calculation of the time value of money using the

increased purchase price, the duration of the option, and appropriate market rate of return shall be utilized to establish the option extension fee. Whether the option extension fees paid are credited against the purchase price or further increase the purchase price shall be decided at the time Successful Proposer makes the extension request by Milwaukee County.

In the event the Successful Proposer does not exercise the option and finalize the purchase of the Property, 100% of all option fees paid (including those fees that increased the purchase price) will not be refunded.

2.14 PROPERTY CLOSING

Closing the sale is contingent on the completion of the following items to the satisfaction of Milwaukee County:

- Approval of the project design by the City of Milwaukee (with City permit to commence construction, if available). Final design shall be substantially consistent with the proposal certified pursuant to Wis. Stats. § 59.17(2)(b)3, which states that a majority of the following parties must sign a document certifying that they believe the sale is in the county's best interests: the county executive (or his or her designee), the county comptroller (or his or her designee), and an individual appointed by the executive council pursuant to Wis. Stat. § 59.17(2)(b)3.
- Project financing satisfactory to Milwaukee County.
- Executed Development Agreement, including DBE, Prevailing Wage and Workforce goals and a PERC Compliance Plan.

2.15 PERC OVERVIEW

The Property is subject to the Park East Development Compact (PERC). The PERC has requirements of both the Successful Proposer and the County. The County's commitment includes off-site affordable housing, an economic development loan fund and a work force initiative that are separate from any requirements of the Successful Proposer. The Successful Proposer's obligations under the PERC are the Prevailing Wage Requirement (see Section 2.9), DBE Goal (see Sections 2.10 and 3.4.8), Local Workforce (Residential) Hiring Goals (see Sections 2.11 and 3.4.9), and Workforce Apprenticeship/Training Goals (See Sections 2.11 and 3.4.10). For your reference, a complete copy of the PERC is attached as **Attachment P**.

2.16 BROKER INCENTIVES

Qualified brokers, as described below, will receive a commission of \$50,000 per acre, prorated on a hundredth of an acre basis, provided a broker registration form, attached as **Attachment Q**, is submitted with this RFP. Receipt of the brokerage fee will be contingent upon the existence of the signed registration letter, the broker being licensed in the State of Wisconsin, the broker not being a principal of its client or any entity having an ownership interest in its client and the land sale closing within 24 months of a signed Option to Purchase.

SECTION 3 – PROCESS AND CONTENT OF PROPOSAL

3.1 PRE-PROPOSAL CONFERENCE

Because this is a rolling RFP there will not be a Pre-Proposal Conference. Extensive information on the property and the process can be found at: www.parkeastmke.com

3.2 PROPOSAL QUESTIONS

This RFP is issued by the Milwaukee County Department of Administrative Services – Economic Development Department. Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to the RFP Contact/Administrator as provided in Information Summary Sheet.

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's Economic Development website and the Park East website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

The RFP Contact/Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding. Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

3.3 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, it must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website and the Park East website; it is the responsibility of proposers to check the website for any amendments prior to the RFP submission date. All amendments must be acknowledged on the Sworn Statement of Bidder form. Failure to do so may result in the response being rejected.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

3.4 PROPOSAL SUBMISSION

This is a rolling RFP, designed to seek proposals for the redevelopment of the remaining Park East lands on a continuous basis until all parcels are under option. Every 1st Monday of the month at 2:00 p.m., beginning February 1, 2016, will be the deadline for consideration in that RFP review period. Proposals submitted after 2:00 p.m. on a deadline day will be held over, unopened, until the next submission date, without exception.

Proposers must submit one (1) original paper copy with signatures, and seven (7) copies of the RFP response in sealed envelopes. The Proposer must also include a PDF copy of the proposal on a CD or DVD.

Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable.

Responses should be identified in the lower left corner as follows:

Response To: Acquisition and Development of Block 12, Lot B
Park East, Milwaukee Wisconsin
RFP #: 7075
DEADLINE DATE: (See schedule included on the Information Summary Sheet for appropriate date)

Please note that if hand delivering proposals allow adequate time for travel, parking, and security screening.

The proposal shall specifically provide the following:

3.4.1 TITLE PAGE AND TRANSMITTAL

Request 1: Proposers shall provide a title page listing the RFP number and subject, name of the company and date.

Request 2: A signed letter of transmittal shall accompany the proposal that provides an understanding of the agreement to be made with the County and the name, title

and contact information for the individual(s) who are authorized to make representations and enter into any agreement on behalf of the proposer.

Request 3: Signed Attachments A-E.

Request 4: Signed Attachment R, if a proposer is represented by a qualified broker.

3.4.2 PURCHASE PRICE

Request 5: Proposers shall complete and submit Attachment F in a separate sealed envelope.

3.4.3 QUALIFICATIONS

Request 6: For each member of the Proposer's development team, the Proposer shall provide a narrative that identifies the name and entity type of each member of the development team (i.e. LLC, LLP, etc.), and the managing member or partner of each. Provide a summary of the expertise, background and experience each development team member possesses to complete the proposed development. Describe any comparable development projects completed by the individuals and/or development team.

3.4.4 PROJECT DESCRIPTION

A. NARRATIVE

Request 7: Proposers shall provide a project narrative indicating the type and/or mix of the development being proposed. If housing is included as a part of the proposed project please indicate what percentage of units, if any, are designated for families that are at income levels of 80% or below the County Median Income. Including any housing, or any affordable housing, is not a requirement of the RFP.

B. PLANS

Request 8: Proposers shall provide a narrative of the architectural and site plans. The narrative should address the aesthetic design quality of the project and architectural interest/compatibility of the proposed development, including the type and quality of building materials, the extent of landscaping and the extent to which the proposed development enhances the surrounding neighborhood. If available, proposers may also include (a) site plan(s) depicting building areas, open/green spaces, parking, loading, pedestrian and vehicular circulation, site ingress/egress, site landscaping and streetscaping, (b) floor plans, and (c) elevations.

C. PROJECT SCHEDULE

Request 9: Proposers shall provide an estimated schedule of the proposed development, including but not limited to, the excavation commencement and

completion dates and the completion date of the entire project. If the project is going to be phased, a schedule for the phasing should also be included.

3.4.5 FINANCIAL FEASIBILITY

Request 10: Proposers shall provide a narrative of the financial feasibility of the project and supporting documentation, if applicable. Supporting documentation may include letters of interest from lenders or investors on the current project, letters of reference from lenders or investors on previous projects, and a market study if available. At a minimum the submittal should include (a) sources and uses statement (i.e. financing sources and development costs), and (b) operating proforma with debt service coverage, if applicable. If a financial gap is included as part of the sources, then an explanation of what gap sources will be sought out and the status of each is suggested (i.e. not yet applied, awaiting approval, awarded).

3.4.6 ZONING READINESS

Request 11: Proposers shall provide a narrative indicating the compatibility of the proposed use with the adjacent land uses and compliance with the City of Milwaukee Redevelopment Plan, the associated Development Code, and the City of Milwaukee Zoning Ordinance. Specifically, please address whether a zoning amendment is required and if so indicate whether there is municipal support for such amendment. (e.g. a letter from municipality or local elected representatives in support of the project).

3.4.7 GREEN DESIGN

Request 12: Proposers shall provide a narrative indicating what green design elements are included in the project. Specifically identify what, if any, energy efficiency and storm water management design elements are included, and whether space has been reserved to promote transportation alternatives like BikeShare kiosks, Milwaukee County Transit System (MCTS) bus stops, or a Milwaukee Streetcar boarding area. Please indicate if the project is being designed for a LEED or other green certification.

3.4.8 DBE GOAL AND PLAN

Request 13: Proposer shall provide a narrative of experience meeting DBE Goals or similar goals in the past, proposer's past willingness and experience in exceeding minimum goals, and proposer's plan to at least meet the Minimum DBE Goal and Minimum Good Faith Effort. A third party contractor to complete the monitoring is not a requirement.

3.4.9 WORKFORCE: RESIDENTIAL HIRING GOAL AND PLAN

Request 14: Proposer shall provide a narrative of its residential hiring goal for Milwaukee County residents and strategy for implementation, if any. The narrative should specifically address the percentage goal (in terms of total worker hours) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet residential hiring goals or similar goals on previous projects.

3.4.10 WORKFORCE: APPRENTICESHIP AND TRAINING OPPORTUNITIES GOAL AND PLAN

Request 15: Proposer shall provide a narrative of its apprenticeship and training goal and strategy for implementation, if any. The narrative should specifically address the percentage goal (in terms of total worker hours) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet apprenticeship and training goals or similar goals on previous projects.

3.4.11 PROJECTED TAX BASE

Request 16: Proposers shall provide a projection of the assessed value created by the proposed project for property tax purposes. The projection shall include a narrative of why the projection is reasonable.

3.4.12 PROJECTED JOBS CREATED

Request 17: Proposers shall provide a projection of the number of expected construction jobs and permanent jobs, whether they are full or part-time jobs and the respective wages and benefits of each. The projection shall include a narrative of why the projection is reasonable.

3.5 DRAFT OF DEVELOPMENT AGREEMENT AND OPTION

Request 18: Enclosed is a draft of the proposed Development Agreement (see **Attachment O**) and Option (see **Attachment P**). All proposers shall review the draft agreements and confirm in the proposals their ability to comply with all material requirements. Any material exceptions shall be provided in writing noting the section of the agreement and the specific exception being taken. Any material exceptions to the draft agreements identified by any proposer are not part of the evaluation process, as any resulting agreement is subject to negotiation with the successful proposer. In the absence of any such material exceptions noted by proposer, Milwaukee County expects the winning proposer to execute a contract in substantially the same form as the attached draft contract.

Milwaukee County intends to incorporate the response to this RFP as an attachment to any resulting Development Agreement.

SECTION 4 - CRITERIA FOR EVALUATION

4.1 EVALUATION PROCESS

Proposals that do not comply with submittal instructions established in this document or do not include the required information may be rejected as insufficient or non-responsive. Milwaukee County reserves the right to waive a requirement when it is in its best interests to do so. The Proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

A Committee will be established by the Economic Development Director of Milwaukee County to evaluate all responsive proposals and to make a recommendation on each of the proposals.

Oral presentations may be requested by the Economic Development Director of Milwaukee County. If oral presentations are requested, bidders will be notified at least one week in advance of when the presentations are to take place and what information should be provided. Typically, the presentations will occur 2-3 weeks after a round of proposals has been submitted. However, Milwaukee County reserves the right to modify this timeline as necessary.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer, though Milwaukee County reserves the right to make an offer based on the original submitted proposal.

The award of the contract, if made, shall be with a proposer whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded, up to and through final certification pursuant to Wis. Stats. 59.17(2)(b)3.

4.2 EVALUATION CRITERIA

The Committee shall conduct its evaluation of the merit of the proposals submitted. The process involves applying the evaluation criteria to assess the buyer/developer.

The criteria that will be used by the Committee for the evaluation of the proposals for this RFP are listed below.

Purchase Price 0 – 50 points

All proposals will receive a score relative to the best purchase price offered by all other responders.

Qualifications and Experience 0 – 50 points

All proposals will receive a score, as determined by the Committee, relative to the qualifications and experience of other responders. Criteria to be considered include, but

are not limited to, experience in developing, financing or managing a project of similar scale.

Project Description & Design

0 – 50 points

All proposals will receive a score, as determined by the Committee, relative to the description and design of other responders. Criteria to be considered include, but are not limited to, the quality of materials proposed and aesthetic design, and whether the design is consistent with the Park East Redevelopment Plan.

Financial Feasibility

0 – 50 points

All proposals will receive a score, as determined by the Committee, relative to the financial feasibility of other responders. Criteria to be considered include, but are not limited to, the responders experience in obtaining similar financing/investment, any existing financing commitments, the amount of any financing gap, the reasonableness of financing assumptions (i.e. loan and investment terms), and the reasonableness of market demand, construction and operating assumptions.

Zoning Readiness

0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the zoning readiness of other responders. Criteria to be considered include, but are not limited to, whether the proposal meets existing zoning standards, or whether any expected zoning change has municipal support.

Green Design

0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the green design of other responders. Criteria to be considered include, but are not limited to, the responder's experience in implementing green design in previous projects, whether alternative transportation elements have been included, and the proposals treatment of energy efficiency, storm water and other expected LEED certifications, if any.

DBE Experience

0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the DBE Experience of other responders. Criteria to be considered include, but are not limited to, the responder's experience in implementing DBE or similar goals in the past and the responder's

willingness and experience in exceeding DBE or similar goals.

Workforce: Residential Hiring Goal & Plan 0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the Residential Hiring Goal & Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing residential hiring or similar goals in the past, the goal of residential hiring for the project, and the comprehensive nature of the residential hiring plan.

Workforce: Apprenticeship and Training Goal & Plan 0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the Apprenticeship & Training Goal and Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing apprenticeship and job training goals or similar goals in the past, the goal of apprenticeship and job training for the project, and the comprehensive nature of the apprenticeship and job training plan.

Projected Tax Base 0 – 25 points

Any tax exempt proposal will receive zero points. All other proposals will receive a score, as determined by the Committee, relative to the projected tax base by other responders. Criteria to be considered include, but are not limited to, the amount of tax base created and the clarity and reasonableness of the projection.

Projected Jobs Created 0 – 25 points

All proposals will receive a score, as determined by the Committee, relative to the projected number of jobs created by other responders. Criteria to be considered include, but are not limited to, the amount of jobs projected (both temporary construction and permanent), the clarity and reasonableness of the projection, percentage of full time vs. part time jobs, and the associated wages and benefits of each.

Total Points Available 375 points

Milwaukee County reserves the right to select a proposer for contract award based upon the proposer's proposal without further discussion.

Should, however, Milwaukee County find that further discussion would benefit Milwaukee County, Milwaukee County reserves the right to conduct discussions and will notify responsible proposer(s). When in the best interest of Milwaukee County, Milwaukee County may permit qualified proposer(s) to revise their proposals by submitting “Best and Final” offers.

4.3 DETERMINATION

Following evaluation, the Committee will make a recommendation to the Economic Development Director of Milwaukee County of the proposer(s) whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the highest. If the Committee believes none of the proposals are in the best interests of the County, it shall recommend that no selection be made.

4.4 AWARD PROCESS

If a Successful Proposer is identified, an Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the Successful Proposer(s), at its option, regarding the terms of a contract and other issues to be incorporated into the contract (“Negotiated Award”).

In the event that a Negotiated Award cannot be made with the initial Successful Proposer, Milwaukee County reserves the right to proceed with contract negotiations with any other responder to the initial request for proposal (“Secondary Negotiated Award”).

In the event that within 30 days after the close of the RFP, Milwaukee County is not able to make a Negotiated Award or a Secondary Negotiated Award, then Milwaukee County may proceed with contract negotiations with any party, regardless of whether such party responded to the initial RFP (“Open RFP Award”).

Prior to agreement issuance of a Negotiated Award or a Secondary Negotiated Award, the Director of Economic Development shall make a recommendation of award of the agreement to the certifiers for their approval. An agreement will only be executed following certification of the recommendation to award the contract pursuant to Wis. Stats. § 59.17(2)(b)3.

SECTION 5 - PROPOSAL TERMS AND CONDITIONS

5.1 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Successful Proposer shall maintain their availability to close this transaction for a period of six (6) months after submitting its proposal. Successful Proposer is expected to perform planning and implementation activities prior to closing. Milwaukee County will not reimburse for these costs.

5.2 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

5.3 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS

Successful Proposer will be required to enter into an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

Successful Proposer will at all times be in compliance with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances as they relate to its execution and performance of the agreement.

5.4 ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy.

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material.

Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates.

Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals.

Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

5.5 DISCLOSURE OF RFP INFORMATION

All materials submitted become the property of Milwaukee County.

Any restriction on the use of data contained within a request must be clearly stated in the RFP itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the RFP process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment E – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for

confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

5.6 PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the successful proposer within the scope of the RFP in the best interests of Milwaukee County.

Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.

Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under the RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated. Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County.

Prior to the date and time set forth in the Proposal Receipt Deadline, proposals may be withdrawn by the proposer's authorized representative via e-mail to the RFP Contact/Administrator. Modification of submitted proposals via e-mail to the RFP Contact/Administrator is not permitted, but a proposer may resubmit a proposal that has been withdrawn, so long as the new submittal is received prior to the Proposal Receipt Deadline. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

5.7 INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the Proposers preparing and submitting a proposal nor any cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by Proposer's legal counsel during any and all phases of the RFP process, any

appeal or administrative review process, and prior to certification of a contract award.

5.8 PROTEST AND APPEALS PROCEDURES

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110, (Available at http://www.municode.com/Library/WI/Milwaukee_County).

5.9 CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

5.10 FEDERAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal laws and regulations.

**ATTACHMENT A – CONFLICT OF INTEREST STIPULATION
(Sign and Submit with Proposal)**

MILWAUKEE COUNTY

REQUEST FOR PROPOSAL

For Acquisition and Development of Block 12, Lot B

Park East, Milwaukee Wisconsin

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any Milwaukee County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such Milwaukee County representatives vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MILWAUKEE COUNTY, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION

BUSINESS RELATIONSHIP

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME

AUTHORIZED SIGNATOR

TITLE _____

DATE _____

**ATTACHMENT B – SWORN STATEMENT OF BIDDER
(Sign and Submit with Proposal)**

MILWAUKEE COUNTY

REQUEST FOR PROPOSAL
FOR

Acquisition and Development of Block 12, Lot B

Park East, Milwaukee Wisconsin

SWORN STATEMENT OF BIDDER

I, being first duly sworn at _____,

City, State

On oath, depose and say I am the _____

Official Title

Of the Bidder, _____,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.

- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ **day of** _____, _____

Notary Public, _____ **County**

State of _____

My commission expires _____.

**ATTACHMENT C – COVER SHEET FOR MAIN PROPOSAL
(Sign and Submit Proposal)**

COVER SHEET FOR THE MAIN PROPOSAL

RFP Title: Acquisition and Development of Block 12, Lot B, Park East,
Milwaukee Wisconsin

RFP Issuing Office: Milwaukee County – Department of Administrative Services –
Economic Development

RFP Issue Date: January 4, 2016

RFP Number: 7075

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to this RFP.

Vendor's Name

Title

Signature

Date

**ATTACHMENT D – CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER VIOLATIONS
(Sign and Submit with Proposal)**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

DEBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief, that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

OTHER VIOLATIONS

Except as listed below, the applicant further certifies to the best of its knowledge and belief, that its principals, owners, shareholders and member partners: (1) do not have outstanding delinquent real estate or personal property taxes due to any municipality in Milwaukee County, (2) do not have any building or health code violations in Milwaukee County that are not being actively abated, (3) have not been convicted of violating an order of any municipality within Milwaukee County related to building maintenance, (4) have not been convicted of a felony crime that affects property or neighborhood stability or safety, and (5) do not have any outstanding judgments to Milwaukee County nor any other municipality within Milwaukee county.

Exceptions to Other Violations (if any):

Authorized Signature: _____

Date: _____

Printed Name: _____ Title: _____

Company: _____

ATTACHMENT E – PROPRIETARY INFORMATION DISCLOSURE FORM (Sign and Submit with Proposal)

PROPRIETARY INFORMATION DISCLOSURE FORM

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY’S AGREEMENT TO WITHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

**ATTACHMENT F – PURCHASE PRICE OFFER FORM
(Sign and Submit with Proposal)**

PURCHASE PRICE OFFER FORM

RFP Title: Acquisition and Development of Block 12, Lot B, Park East,
Milwaukee Wisconsin

RFP Issuing Office: Milwaukee County – Department of Administrative Services –
Economic Development

RFP Issue Date: January 4, 2016

RFP Number: 7075

Purchase Price Offered: _____

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

**Please complete and submit in a separate sealed envelope marked
“Attachment F – Purchase Price Offer”**

Attachment G - Property Description and Map

PROPERTY EXHIBIT

SITUATED ON NORTH WATER STREET, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

LOT 1, BLOCK 6, IN PARK EAST ON THE EAST SIDE OF THE MILWAUKEE RIVER, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE NORTH 89°34'27" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 842.532 FEET TO A POINT; THENCE NORTH 00°10'59" EAST 397.187 FEET TO A POINT; THENCE NORTH 00°03'18" WEST 107.889 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 89°29'50" WEST 150.290 FEET TO A POINT; THENCE NORTH 36°56'47" EAST 271.955 FEET TO A POINT; THENCE SOUTH 00°10'59" WEST 64.755 FEET TO A POINT; THENCE SOUTHWESTERLY 112.834 FEET ALONG AN ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 508.00 FEET AND WHOSE CHORD BEARS SOUTH 06°32'46" WEST 112.602 FEET TO A POINT; THENCE SOUTH 00°10'59" WEST 42.041 FEET TO THE POINT OF BEGINNING.
 SAID LANDS CONTAIN 16,346 SQUARE FEET.

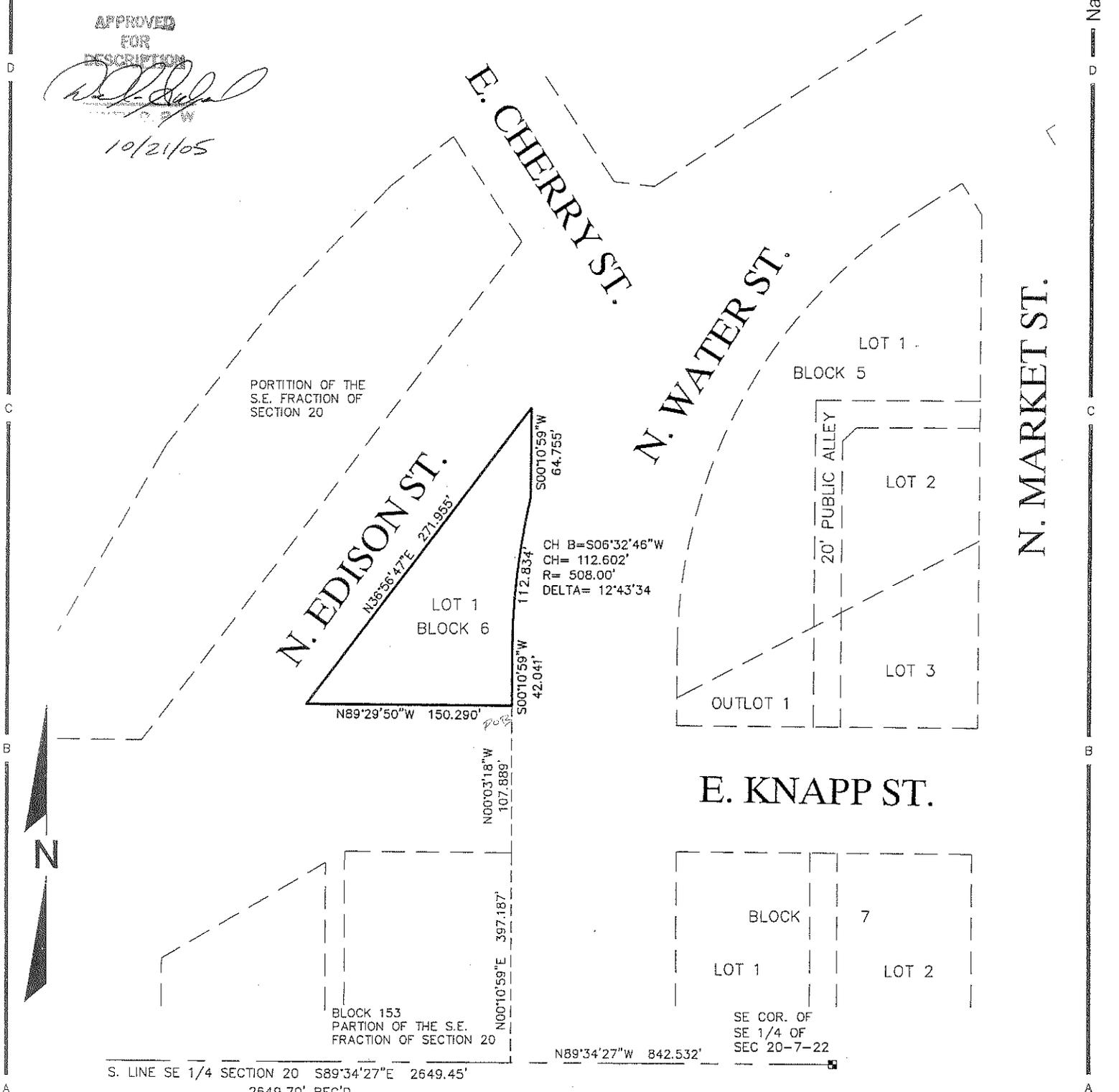
SEPTEMBER 23, 2005

PARK EAST REDEVELOPMENT (EAST)

DRAWING NO. 162120-RMK

APPROVED FOR DESCRIPTION

 10/21/05



National Survey & Engineering

National Survey & Engineering

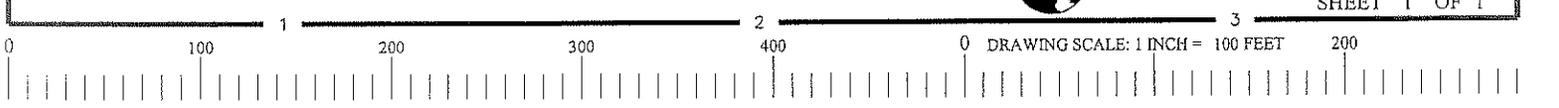
262-781-1000
 Fax 262-797-7373
 16745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-5938
 www.nsaec.com

A Division of R.A. Smith & Associates, Inc.

SA5162120.dwg
 PXV01L1H.dwg/PXV01L1H



SHEET 1 OF 1



Attachment H - Development Code excerpt

LOWER WATER STREET DISTRICT

The Development Code converts the planning concepts in the Master Plan into rules governing the buildings, streets, and public places in the redevelopment area.

Building Height Range, Landmarks, and Special Features

In order to facilitate the economies of scale needed by office buildings and, at the same time insure a minimum level of development on each Block, the building height has been set at a minimum of 4 stories and a maximum of 12. Along a portion of Water Street (from Knapp to Juneau), the building height minimum is lowered to 3 stories, and a facade setback after 3 stories is required in order to ensure continuity with the scale and character of the other buildings along Water Street south of the redevelopment area.

Two locations in this District have been designated with Landmark Buildings due to their unique location and potential for responding to the issues identified in the Master Plan. In both cases the building height requirements, both the minimum and the maximum, are substantially taller.

- The southwest corner of Block 12 requires a Landmark Building to emphasize the pivotal site location at the bend of the river. This Landmark Building will serve to close the vista looking west along Knapp Street.

- The southwest corner of Block 15 requires a Landmark Building to emphasize the pivotal site location at the bend of the river. This Landmark Building will serve to close the vista looking north along Water Street.
- The northeast corner of Block 16 requires a Special Feature to enliven Ogden Square as well as terminate the vista looking west along Ogden Street. The western edge of Block 16 should acknowledge the termination of Cherry Street at Water Street.

Street Activation - Social and Economic Activity

Within this District, several streets should have significantly higher levels of pedestrian street activity – these include Water Street, Edison Street, and portions of Knapp, Juneau, and Cherry (east of Water). Higher pedestrian activation is also required along this section of the Riverwalk. East of this area, as indicated in the Master Plan, the level of activity anticipated along street frontages is more moderate and, consequently, this is reflected in the regulations for these streets. Lower traffic and lower potential street activity along portions of Market Street and Highland suggest that limited pedestrian activity and service are more likely and more appropriate along these street frontages.

As development evolves, higher degrees of street activation should be considered along the street frontages opposite the public green space on Block 18. For now, only a moderate degree of street activation is required.

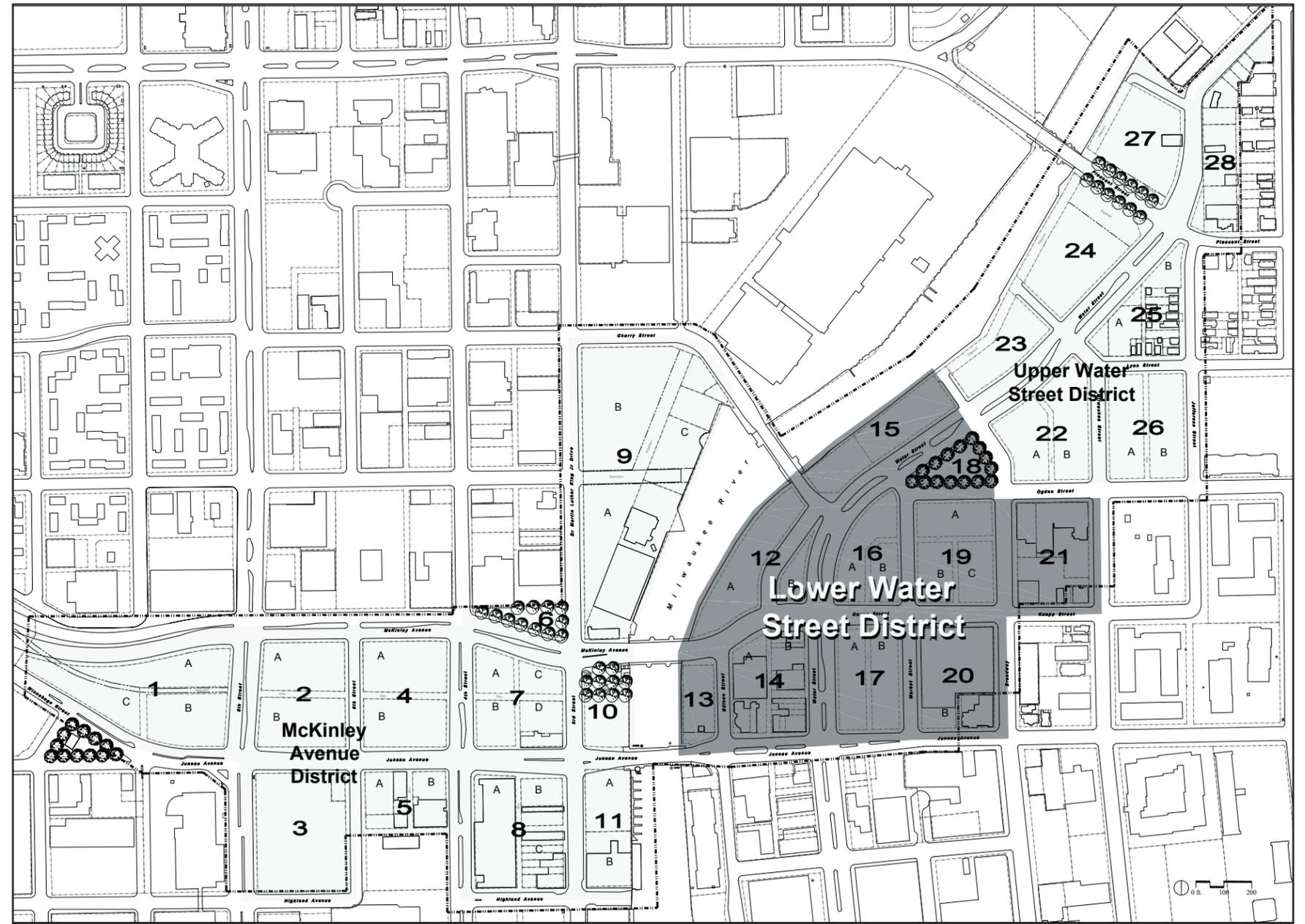
Block Development Standards / Lower Water Street District

Building Form and Build-To Lines

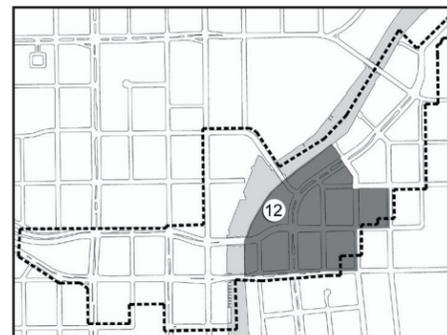
All Blocks in this area can use building forms consisting of Slab and/or Core Buildings. Rowhouses are not considered compatible with the character and function of the building intended for this District or the immediate context and therefore cannot be used.

Several Blocks allow Large Venue Buildings. Specifically this building type is allowed on portions of Block 12 and on Blocks 16, 17, and 20 to facilitate continuation of entertainment-related uses in this neighborhood. These buildings are expected to accommodate large places of public assembly on the interior of the block or above street level, with smaller scale uses activating the street frontages.

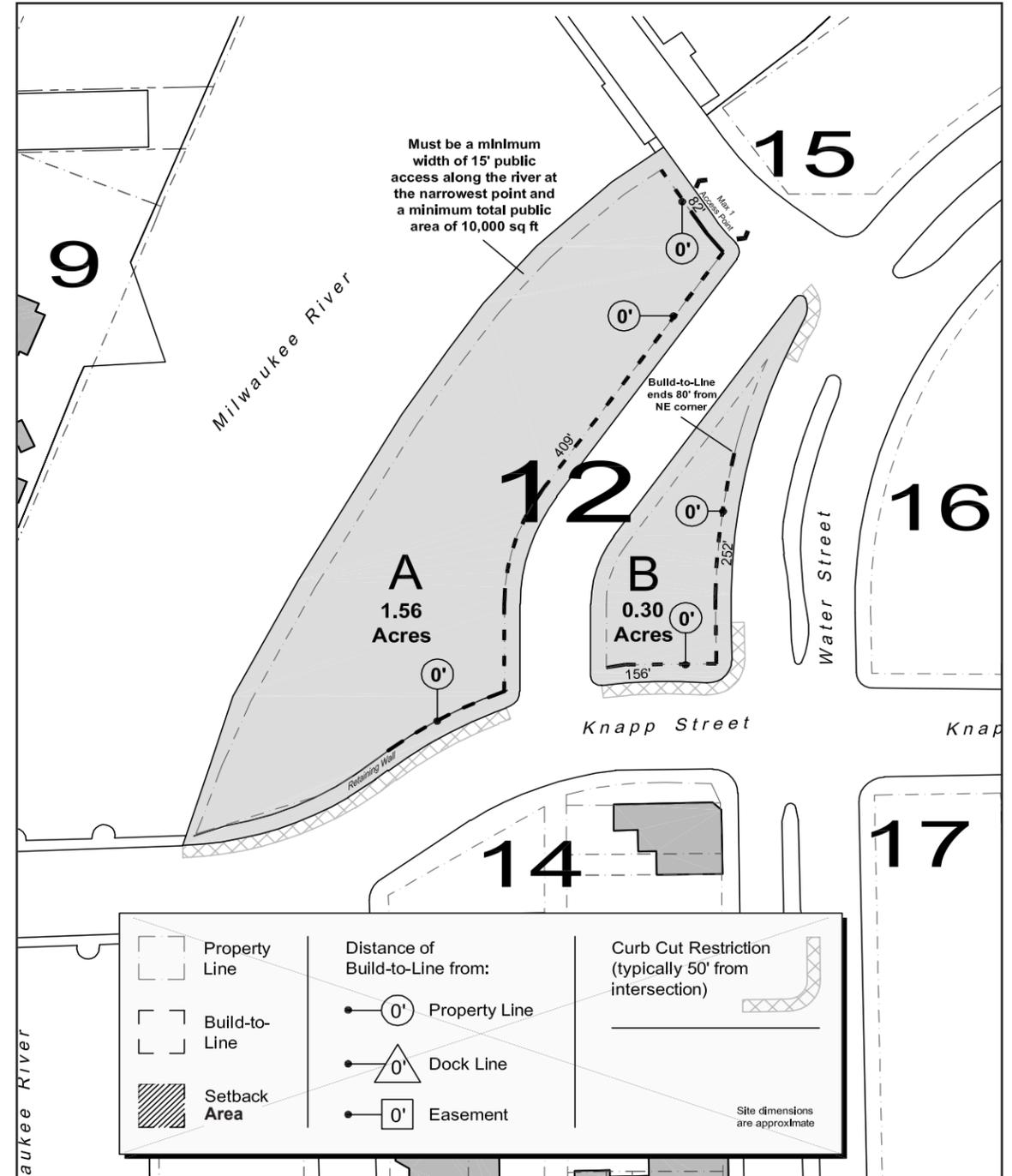
To maintain the character of the public places and streets, all Blocks have established Build-to Lines. In two cases (Blocks 12 and 16) there are some street frontages with unusual geometries that allow alternative Build-to Lines.



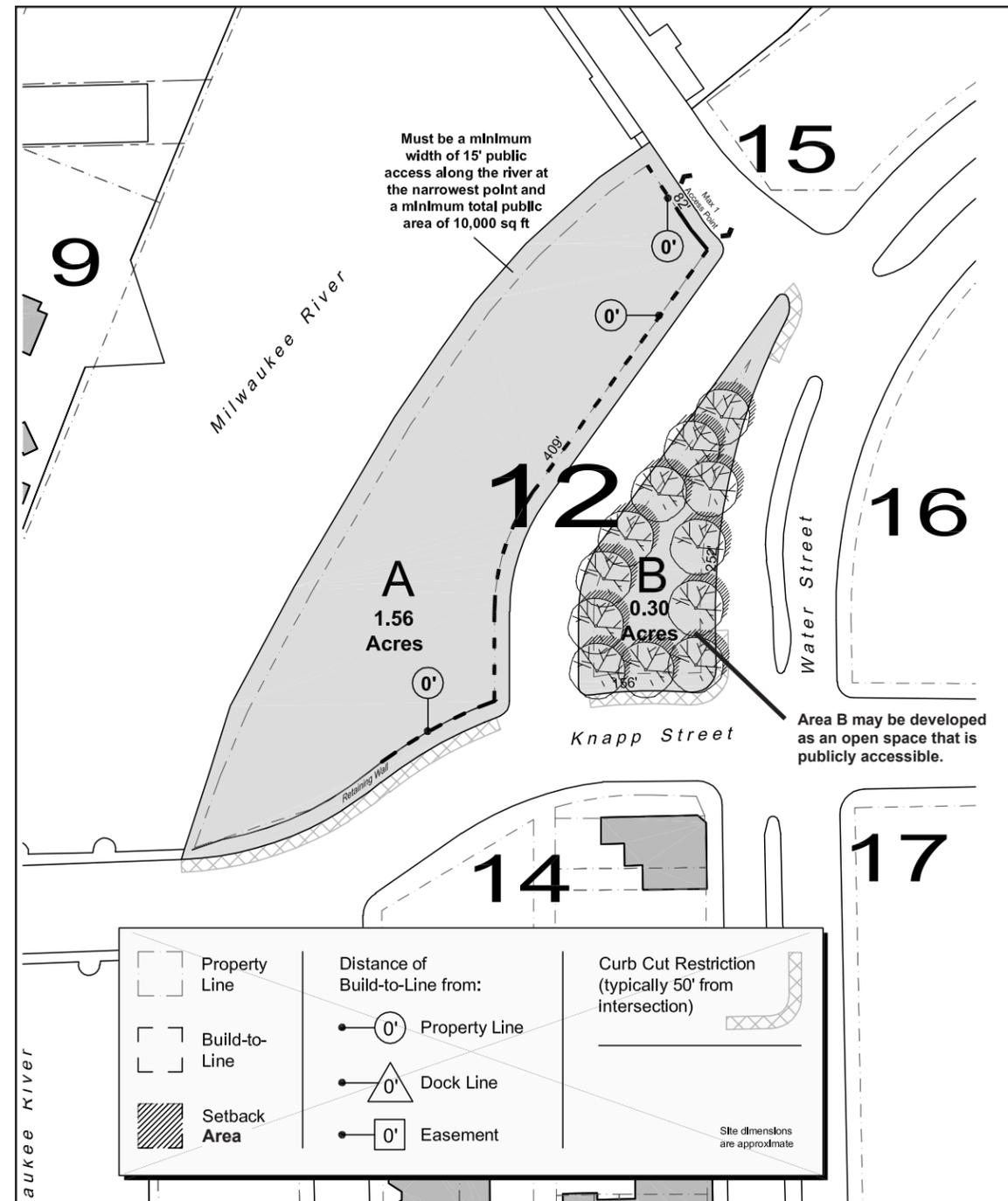
Parcel	Block 12	
	A	B
Allowable Building Form Combinations (I: Slab and Core; II: Types in I + Large Venue; III: Types in I + Rowhouse)	I	I or public greenspace
Approximate Acreage	1.56 acres	0.30 acres
Current Use	Surface parking and public r.o.w.	Surface parking and public r.o.w.
Allowed Use	See Use Table on page 82	See Use Table on page 82
Existing Zoning	C9B(A)	C9B(A)
Recommended Zoning	C9B(A)	C9B(A)
Known Utilities	Two 36" storm sewers run along old Edison Street.	
Known Environmental Conditions	Prior uses of parcels within the block include milling businesses, wood and coal storage yards, machine shop, blacksmith business, cleaning products business and gas station. Potential PECFA sites (VOCs/PAHs>NR 720 RCLs).	



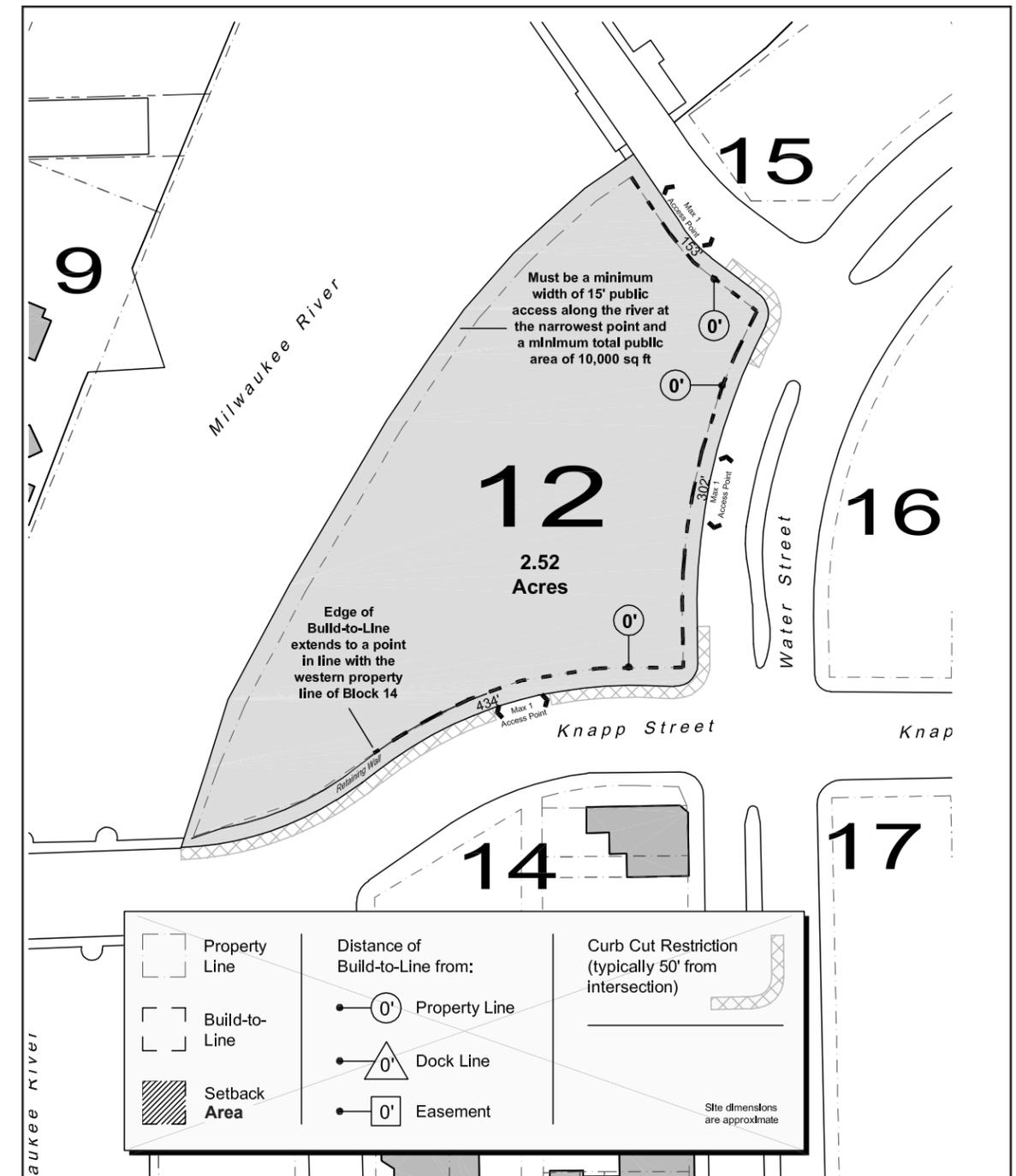
ALTERNATIVE 1A



ALTERNATIVE 1B



ALTERNATIVE 2



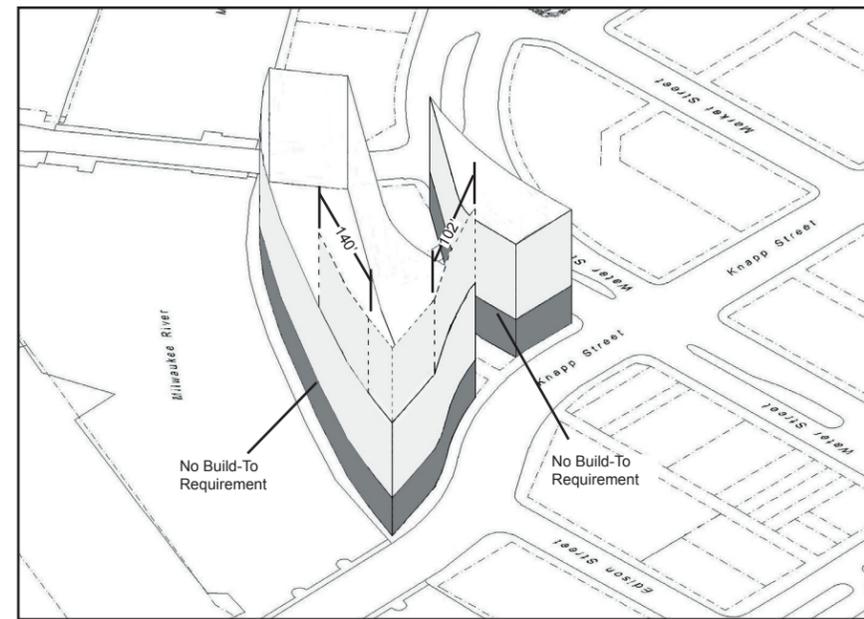
Block Development Standards / Block 12

ALTERNATIVE 1A

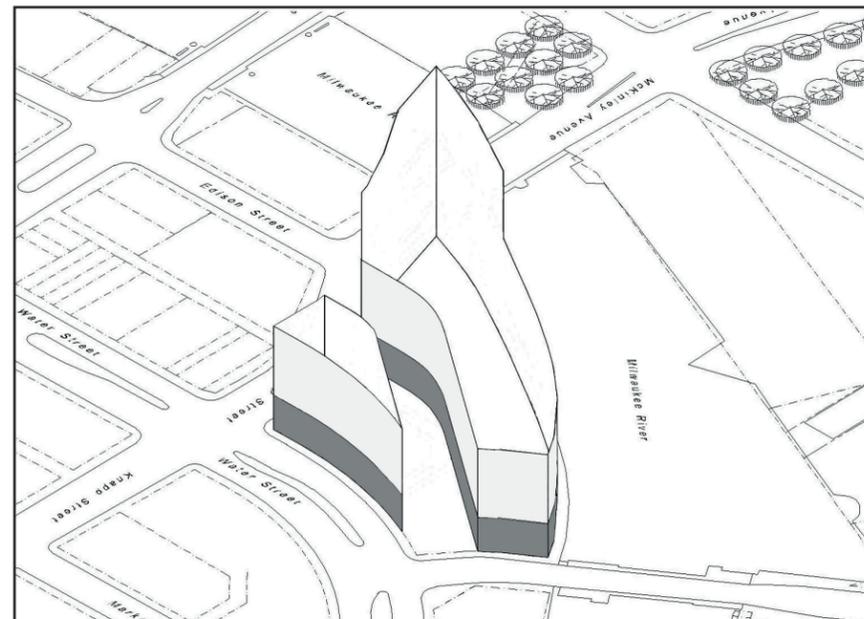
LANDMARK BUILDING

The southwest corner of Block 12 is an allowable Landmark Building to emphasize the pivotal site location at the bend of the river. This Landmark Building will serve to close the vista looking west along Knapp Street. The minimum dimension of the Landmark Building along Knapp Street is 102', there is no maximum dimension along Knapp Street. The maximum dimension along the Riverwalk and the southwestern Build-to Line is 140', there is no minimum dimension along the Riverwalk.

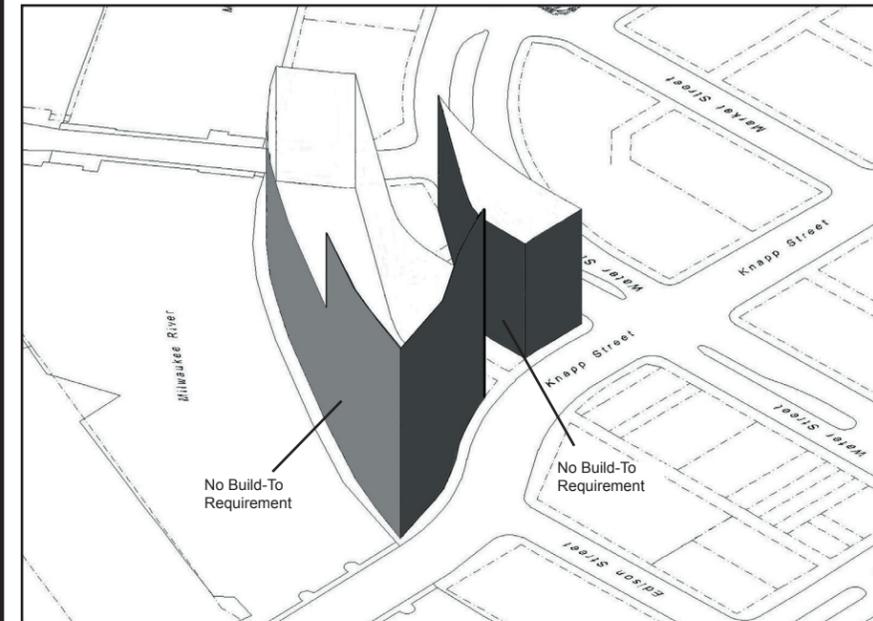
BUILDING HEIGHT

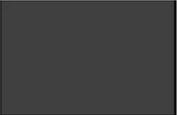
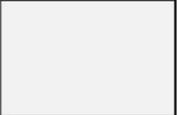


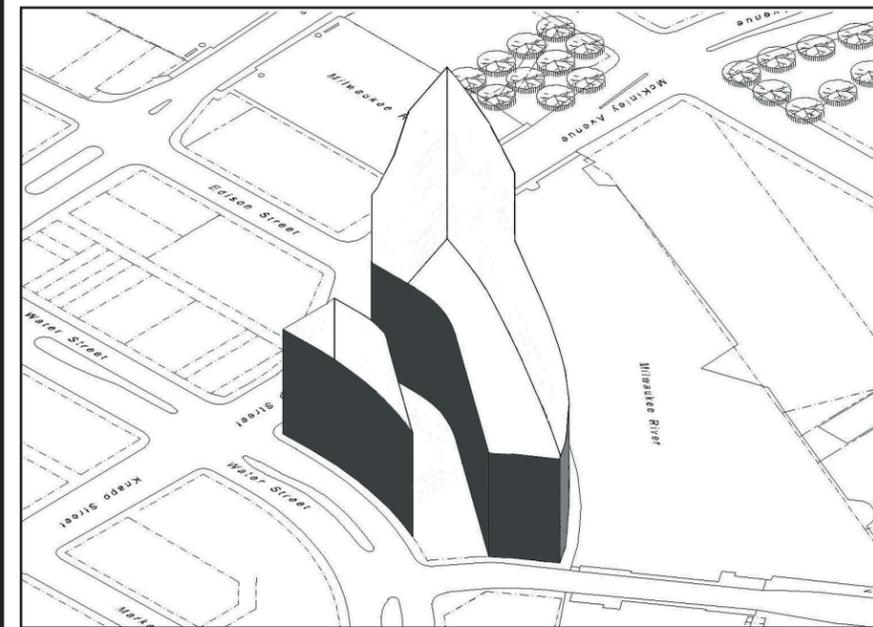
-  **Maximum Height**
12 Stories,
20 Stories for Landmark Building
-  **Minimum Height**
4 Stories,
10 Stories for Landmark Building



FACADE REQUIREMENTS



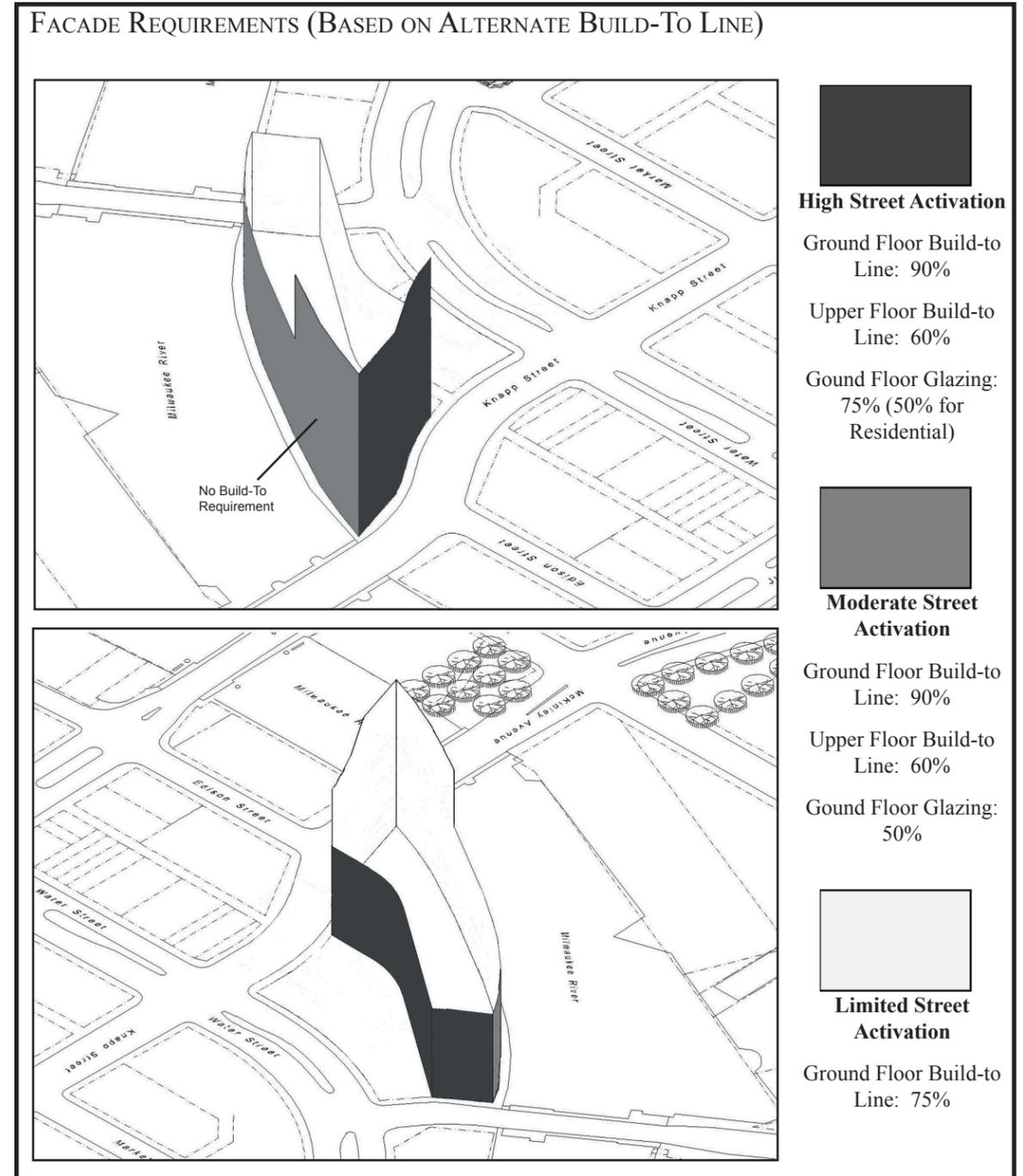
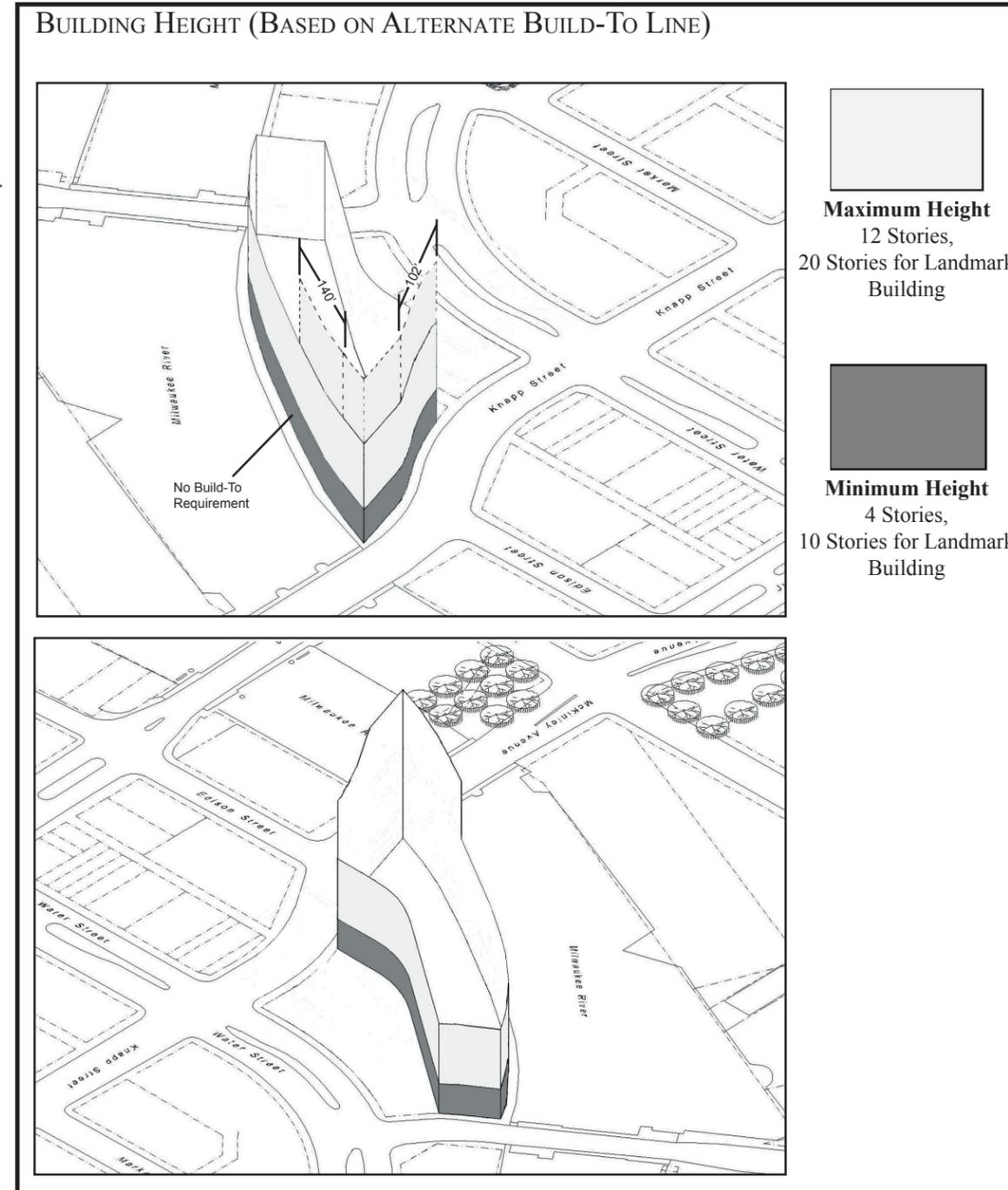
-  **High Street Activation**
Ground Floor Build-to Line: 90%
Upper Floor Build-to Line: 60%
Ground Floor Glazing: 75% (50% for Residential)
-  **Moderate Street Activation**
Ground Floor Build-to Line: 90%
Upper Floor Build-to Line: 60%
Ground Floor Glazing: 50%
-  **Limited Street Activation**
Ground Floor Build-to Line: 75%



ALTERNATIVE 1B

LANDMARK BUILDING

The southwest corner of Block 12 is an allowable Landmark Building to emphasize the pivotal site location at the bend of the river. This Landmark Building will serve to close the vista looking west along Knapp Street. The minimum dimension of the Landmark Building along Knapp Street is 102', there is no maximum dimension along Knapp Street. The maximum dimension along the Riverwalk and the southwestern Build-to Line is 140', there is no minimum dimension along the Riverwalk.

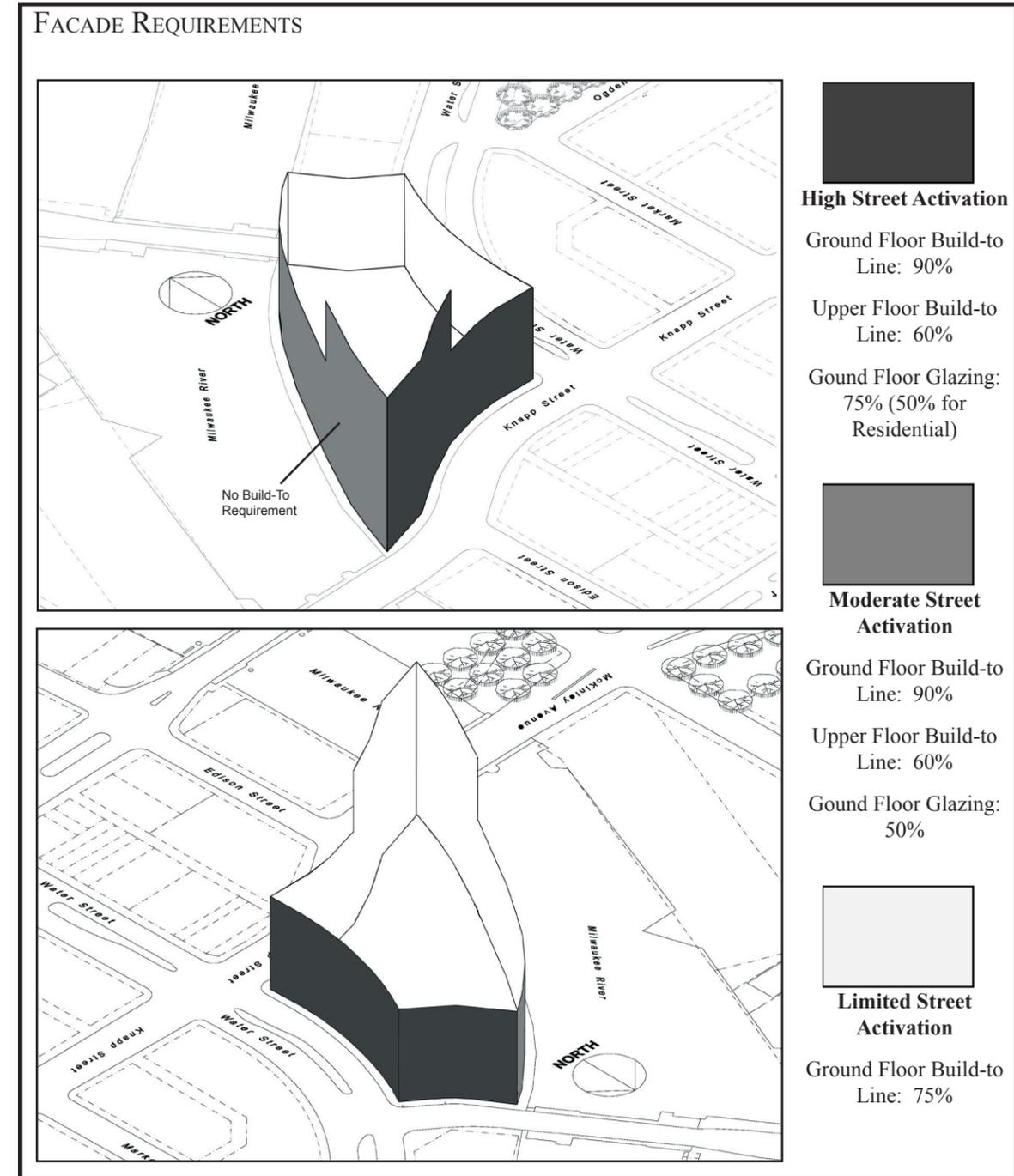
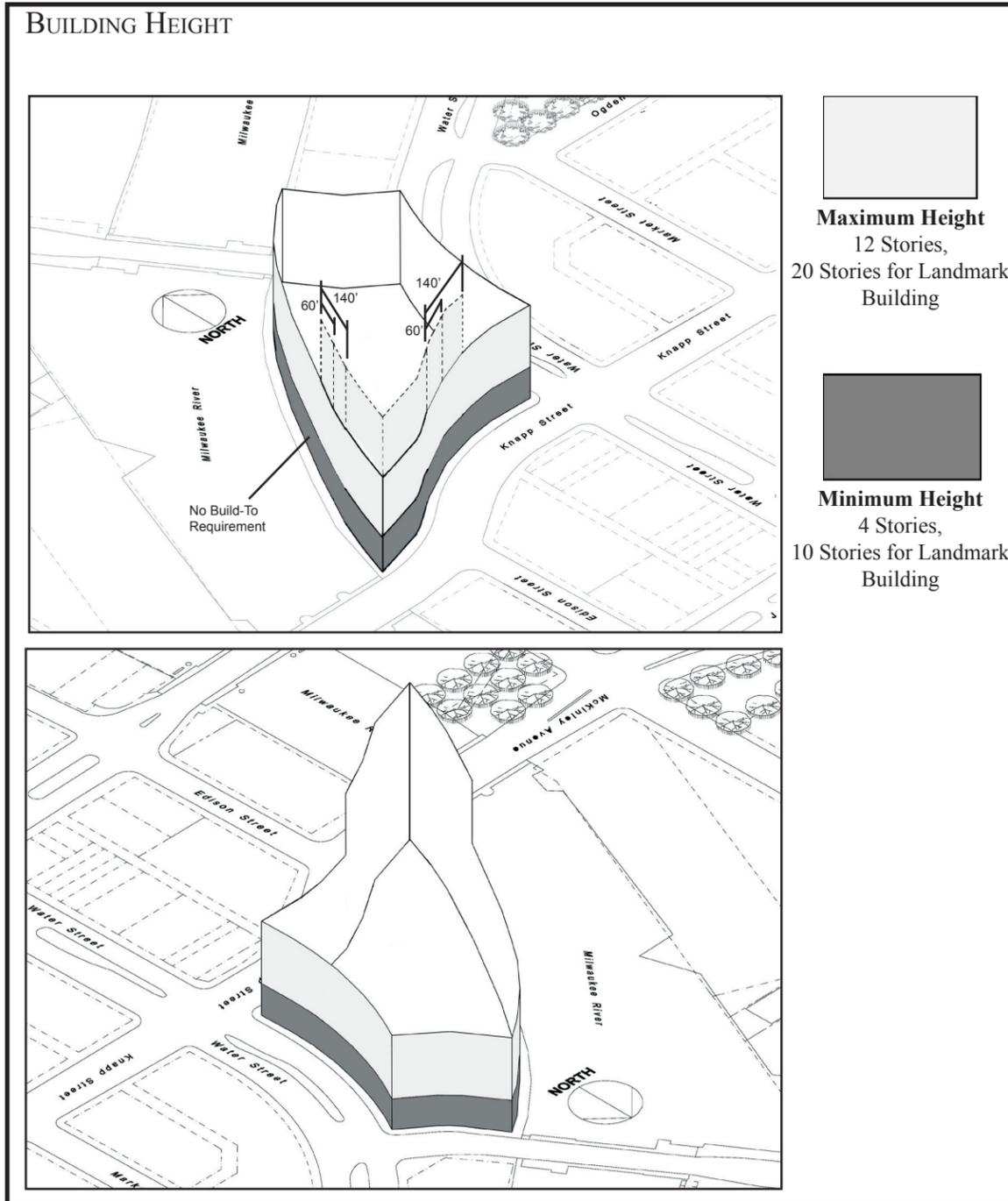


Block Development Standards / Block 12

ALTERNATIVE 2

LANDMARK BUILDING

The southwest corner of Block 12 is an allowable Landmark Building to emphasize the pivotal site location at the bend of the river. This Landmark Building will serve to close the vista looking west along Knapp Street. The minimum dimension of the Landmark Building along Knapp Street is 60'. The maximum dimension along Knapp Street is 140'. The minimum dimension along the Riverwalk is 60'. The maximum dimension along the Riverwalk is 140'.



Attachment I - Phase II Subsurface Investigation

PHASE II SUBSURFACE INVESTIGATION

REDEVELOPMENT AREAS

Parcel 148

(BLOCK 6)

(also indicated as Block
12B in the City of Milwaukee
Park East Redevelopment Plan)

**WisDOT Project I.D. 1730-05-01
STH 145/Park East Freeway
Hillside Connection to 4th Street
Milwaukee County**

**WisDOT Project I.D. 1730-06-01
McKinley/Knapp Street Bridge
4th Street to Water Street
Milwaukee County**

**WisDOT Project I.D. 1730-07-01
Local Street Improvements
Local Street
Milwaukee County**

for the

City of Milwaukee, Wisconsin

and

Wisconsin Department of Transportation
District #2

September 21, 2001

Prepared by

HNTB CORPORATION
11414 West Park Place, Suite 300
Milwaukee, WI 53224
Telephone 414-359-2300
Facsimile 414-359-2310

1.0 INTRODUCTION

HNTB Corporation (HNTB) was retained by Wisconsin Department of Transportation (WisDOT) and the City of Milwaukee to perform a subsurface site investigation at the property known as Parcel 148 located at the Park East Freeway (STH 145). The Park East is situated between West 9th Street and North Jefferson Street west to east and between East Lyon Street and West Juneau Avenue north to south. A site location map showing the limits of this project is included as Figure 1.

HNTB conducted a Phase IA Environmental Site Assessment (ESA) in September 2000 and Phase IB ESA in February 2001. Based on the findings of the Phase IA and IB ESAs, HNTB conducted a Phase II Subsurface Investigation of Parcel 148 between May and July, 2001. Results of the Phase II, conclusions, and recommendations for additional work, if warranted, are presented herein.

1.1 Background

Parcel 148 is a triangular parcel located between North Edison Street, North Water Street, and East Knapp Street. The parcel is owned by the FHWA and is occupied by a sand and gravel parking lot beneath the eastbound and westbound lanes of the Park East Freeway. Surrounding area includes Parcel 154 to the south, Parcel 147 to the west and north, and Parcel 149 lot to the east. Parcel 148 occupies the 1300 block of North Edison Street and is slated for possible redevelopment. The property boundaries of Parcel 148 are shown on Figure 2. This parcel was investigated during this Phase II investigation, results of which are included in this report.

1.2 Purpose and Scope

The purpose of the Phase II investigation was to evaluate the presence or absence of impacts in shallow-depth soil and groundwater resulting from previous activities or former operations at the parcel identified during the Phase I ESA.

The scope of the site investigation consisted of the following activities:

- Advancement of five soil borings using the hydraulic direct push drilling method;
- Installation of two temporary groundwater monitoring wells for collecting groundwater samples and elevations;
- Description and classification of soil samples using the Unified Soil Classification System (USCS);
- Field screening of organic vapors in recovered soil samples using a photoionization detector (PID);
- Laboratory analyses of selected soil samples for Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver), volatile organic compounds (VOCs), diesel range organics (DRO), and polynuclear aromatic hydrocarbons (PAHs);
- Laboratory analyses of groundwater samples collected from the temporary wells for RCRA metals, VOCs, DRO, and one sample for PAHs; and
- Evaluation of the collected data and preparation of this Phase II Subsurface Investigation report.

One of the five soil borings completed at the site was advanced as a pier boring for evaluating the fill material that will be generated as waste during the removal of the pier footings during freeway demolition.

Soils & Engineering Services, Inc. performed all soil borings and installed the temporary groundwater monitoring wells. The soil boring logs and borehole abandonment forms; and well construction and development forms for the temporary wells are included in Appendices I and II, respectively.

APL, Inc. analyzed all soil and groundwater samples collected during this investigation. Laboratory reports for the soil and groundwater sample analyses are included in Appendices III and IV, respectively.

2.0 PHASE II INVESTIGATION

2.1 1300 Block of North Edison Street

2.1.1 Phase I Findings

The property located at 1300 North Edison Street is currently owned by the FHWA and is occupied by a sand and gravel parking lot beneath the eastbound and westbound lanes of the Park East Freeway. Prior occupants have included; a blacksmith, dwellings, stores, Printz and Rau Manufacturing; Square D Electrical Equipment and Tools, Will Walsh Gas Station, accountants, investors, publishing agencies, La Salle Steel Company, Steam Turbine Company pumps, Turco Products Company (cleaning compounds), Maxon Premis Burners and Republic Steel. The property was not indicated on any of the reviewed state or federal environmental databases.

A personal interview regarding historic use of the property confirmed that a gasoline service station occupied the north corner of the parcel. The station included four gasoline pumps and an office structure to the south. Callaway Fuel Company had owned the parcel prior to the Walsh Service Station. The service station was sold to a Realty Company in 1958. The USTs were still present underground on the property at that time. No record of the removal of the identified USTs was observed during this assessment.

Historic land use as a machine shop, gas station, steel manufacturing company and the possible presence of underground gasoline storage tanks (UST) indicated that the potential for environmental impacts is likely. No additional information was obtained from the tax assessor's office, building inspection records, or building plan records regarding historic land use at the property.

2.1.2 Phase II Scope of Work

Five soil borings, consisting of one pier boring (SB-148-3) and four redevelopment borings (SB-148-1, SB-148-2, SB-148-4 and SB-148-5), were performed on this property. Two soil samples were collected for laboratory analysis at each soil boring location. Sampling depths varied and consisted of collecting one shallow sample from within the interpreted fill layer and one deeper sample from within the native soils.

Each soil sample was analyzed for VOCs and DRO. The shallow-depth samples were analyzed for RCRA metals. Soil borings SB-148-1 and SB-148-5 were completed as a temporary groundwater monitoring wells. Groundwater samples were collected from these temporary wells and analyzed for DRO, VOCs, and RCRA metal analyses.

2.1.3 Phase II Results

Soil Conditions

Observations from the soil borings provided the basis for the limited characterization of the site's geology. Soils encountered in the borings advanced on this property generally consisted of 7½ to 12 feet of fill that overlaid layers of silty clay or lean clay. The clay was typically underlain by layers of fine to medium-grained sand or organic silt.

A one-foot peat layer was encountered in boring SB-148-1, at a depth of approximately 11½ feet below grade. Peat was also encountered in boring SB-148-5 at approximately 11 to 12 feet below grade. The location of the peat layers may serve as indicators of where the natural land surface was historically located.

The fill generally consisted of a mixture of gravel, sand, silt and clay. Debris, including glass, cinders, and wood pieces, was encountered within the fill layers of several soil borings. A strong petroleum odor was observed in fill layer in soil boring SB-148-01, at approximately eight feet below grade. The soil boring logs provide additional information and are included in Appendix I. Cross-sections of the soils encountered are presented as Figure 3.

Photoionization detector (PID) readings for samples collected from soil boring SB-148-1 ranged from 1 to 483 instrument units (iu, equivalent to parts per million of benzene). PID readings were below detection at the other boring locations. Table 1 lists the PID reading recorded for each soil sample.

Wet or saturated soils were observed at an estimated depth of 8 feet bgs at one soil boring (SB-148-2) and not observed in the other four borings. Depth to groundwater observed on July 30, 2001 in the temporary wells completed in borings SB-148-1 and SB-148-5 was measured at 9.49 and 10.15 feet, respectively (Table 2). Well construction and development forms for the temporary wells are included in Appendix II.

Soil Sampling Results

Elevated concentrations of VOCs were detected in the shallow-depth (fill) sample collected soil boring SB-148-1 (8 to 10 feet) located in the north corner of the property, near the gasoline USTs identified on the Sanborn map. VOCs detected in this sample included 1,2,4 trimethylbenzene (22,500 ug/kg), ethylbenzene (1,390 ug/kg), isopropylbenzene (1,370 ug/kg), n-butylbenzene (4,900 ug/kg), n-propylbenzene (6,790 ug/kg) and sec-butylbenzene (1,580 ug/kg). Of these detected compounds, ethylbenzene has the only established NR 720 soil cleanup standard of 2,900 ug/kg, which was not exceeded. VOCs were not detected in the other nine soil samples analyzed.

DRO was detected in eight of the ten samples analyzed. Fill sample SB-148-1 (8 to 10 feet) contained the highest DRO concentration of 211 mg/kg and also was the only detection that exceeded the NR 720 RCLs for DRO of 100 mg/kg. All other DRO detections were below the NR 720 RCL of 100 mg/kg.

The shallow-depth (fill) sample from each boring was analyzed for RCRA metals. The metals analyses indicated the presence of barium, chromium, lead, and mercury in all of the soil samples analyzed. The lead concentrations in samples SB-148-3 (66 mg/kg) and SB-148-4 (59 mg/kg) exceeded the RCL for non-industrial properties of 50 mg/kg, respectively, but were below the 500 mg/kg RCL for industrial properties.

Chromium (total) was detected in the five soil samples analyzed. Three samples, SB-148-2, SB-148-3, SB-148-5 contained a total chromium concentration above the NR 720 RCL for non-industrial properties of 14 mg/kg for hexavalent chromium. Hexavalent chromium was not analyzed in the collected soil samples.

Barium was detected in all five samples at concentrations which ranged from 45 to 180- mg/kg. Mercury concentrations ranged from 0.03 to 0.88 mg/kg. Cadmium was detected in two samples (SB-148-1 and SB-148-5) below the NR 720 RCL (8 mg/kg) for non-industrial properties. Selenium was detected in one sample (SB-148-2) at a concentration of 6 mg/kg. Arsenic and silver were not detected.

The location of the soil borings and soil analytical results are presented on Figure 4. Laboratory reports for the soil sample analyses are included in Appendix III.

Groundwater Sampling Results

The results of the VOCs analysis indicate the detection of total trimethylbenzene (481 ug/l) above the NR 140 ES of 480 ug/l in the sample collected from well SB-149-1. Naphthalene (19 ug/l) and lead (2.4 ug/l) were detected in the sample at concentrations exceeding their PALs of 8 ug/l and 1.5 ug/l, respectively. Additional VOC analytes were detected in this sample but did not exceed the established NR 140 PALs. VOCs were not detected in the groundwater sample from well SB-148-5.

DRO was detected at a concentration of 1,850 mg/l in the SB-148-1 groundwater sample. In addition, PAH analysis at this location indicated the presence of PAH compounds, including a naphthalene concentration of 8.1 ug/l that slightly exceeds its PAL of 8 ug/l. The other reported PAHs were below established PALs and ESs.

The RCRA metals analyses indicated the presence of barium in both groundwater samples. The barium concentration in the sample collected at temporary monitoring well SB-148-5 (1.2 ug/l) exceeded the PAL (0.40 ug/l) established under NR 140.

Dissolved lead was not detected in the sample collected from monitoring well SB-148-5; however, the lead concentration at monitoring well SB-148-1 (2.4 ug/l) exceeded the PAL (1.5 ug/l) established under NR 140.

The location of the temporary wells and groundwater analytical results are presented on Figure 5. The laboratory report for the groundwater sample analysis is included in Appendix IV.

2.1.4 Conclusions and Recommendations

Soil and groundwater sample analyses of samples collected at soil boring SB-148-1 indicate the presence of hydrocarbon constituents exceeding the currently established soil and groundwater regulatory limits. The elevated concentrations of VOCs and PAHs detected in the soil and groundwater samples collected at boring/well SB-148-1 indicates petroleum contamination associated with the gasoline station formerly located in this area. These detections will likely trigger the WDNR to require further action in order to comply with NR 720 and NR 140.

The installation and sampling of permanent groundwater monitoring wells to further evaluate the nature and degree of the impacted groundwater in the area of SB-148-1 is recommended. Each of the wells should be constructed in accordance with NR 141 groundwater monitoring well construction requirements in anticipation that the WDNR will require extent characterization using code-constructed monitoring wells. Additional research to evaluate the fate of the USTs in the north portion of the property is recommended prior to performing any additional subsurface exploration.

Lead levels that exceeded their respective NR 720 RCLs were also detected in soil (fill) samples located in the east portions of the property. The lead levels detected in samples SB-148-3 and SB-148-4 may trigger the WDNR to require further action in order to comply with NR 720. Soil samples should be collected and analyzed for total lead to evaluate the vertical and lateral extent of the lead. Lead was detected in the groundwater sample collected in nearby well SB-148-1. Lead analysis in groundwater located near borings SB-148-3 and SB-148-4 is recommended to evaluate if the lead-impacted soils are affecting groundwater quality in those areas.

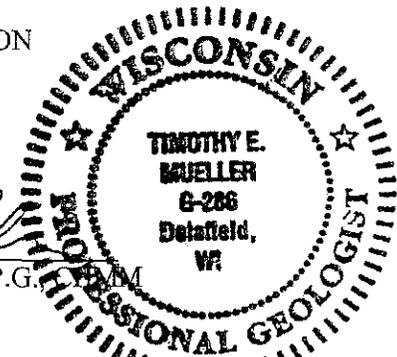
The collection of one soil sample at or near boring SB-148-3 for hexavalent chromium analysis is also recommended to evaluate what portion of the total chromium concentrations detected in the soil samples, if any, was hexavalent chromium. The recommended boring should be extended to a depth that will define the vertical extent of the fill in this area. Lead soil sampling should also be considered in this boring to satisfy the previously recommendation for lead sampling.

Re-sampling of well SB-148-5 for barium is recommended to confirm the previous detection.

Waste characterization is recommended for any soil removed from the property. Due to the presence of elevated concentrations of VOCs, PAHs, DRO, lead, chromium and barium, the collection and analysis of representative soil and or groundwater sample(s) is recommended prior to planned construction or development of the property. Preparation of a Materials Handling Plan may be warranted.

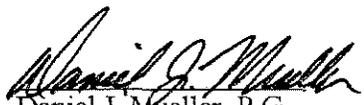
This report was prepared in accordance with the scope of work provided in our services agreement and HNTB's standard terms of agreement. The investigation was intended to address specific objectives and is not intended for use beyond this scope. Results and conclusions were taken from discrete soil samples, with inferences made on conditions between sample points. No guarantee may be given that the inferred conditions exist between the sample points as soil and groundwater quality conditions may vary at a given point. No warranties, representations, or certifications are made.

Prepared by
HNTB CORPORATION


T Mueller
Timothy E. Mueller, P.G.
Hydrogeologist

10-01-01
Date

"I, Timothy E. Mueller, hereby certify that I am a hydrogeologist as that term is defined in s. NR 712.03 (1), Wis. Adm. Code, and that, to the best of my knowledge, all of the information contained in this document is correct and the document was prepared in compliance with all applicable requirements in chs. NR 700 to 726, Wis. Adm. Code."


Daniel J. Mueller, P.G.
Hydrogeologist

10/1/01
Date

"I, Daniel J. Mueller, hereby certify that I am a hydrogeologist as that term is defined in s. NR 712.03 (1), Wis. Adm. Code, and that, to the best of my knowledge, all of the information contained in this document is correct and the document was prepared in compliance with all applicable requirements in chs. NR 700 to 726, Wis. Adm. Code."


David A. Rudig, P.E.
Principal Engineer

1 Oct. 2001
Date



FIGURE: 1

Park East Freeway
Milwaukee, Wisconsin

Wisconsin Department of Transportation

COMMENTS:

Taken From USGS 7.5 minute series Milwaukee Southwest
Quadrangle, Milwaukee County, Wisconsin (Photorevised 1971)

Date: 8/15/00

Scale: 1" = 2000 Feet





MILWAUKEE RIVER

GASOLINE UNDERGROUND STORAGE TANKS

PARCEL BOUNDARY

PARCEL 147

FORMER BUILDING FOOTPRINT

SB-148-1 WELL

147

NORTH EDISON STREET SW

PIER LOCATION

SB-148-2

SB-148-3

SB-148-4

SB-148-5 WELL

NORTH WATER STREET

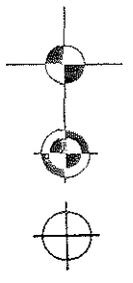
EAST KNAPP STREET

LEGEND

ENVIRONMENTAL BORING

PIER BORING

EXISTING WELL



Time: 01-OCT-2001 10:43
Plotted by: J.Sowinski

\\f:\hills\ees\development\unacad\148.dgn
ig.plt\hpcroth.pen

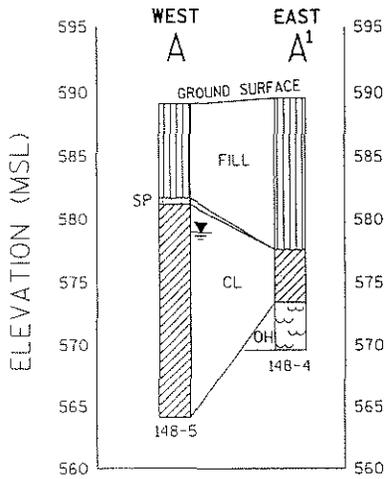
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PEN TABLE



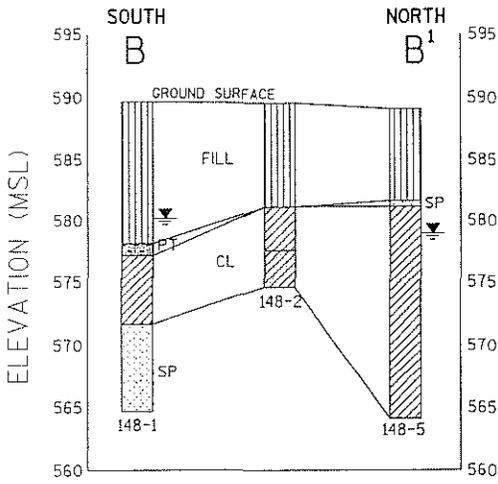
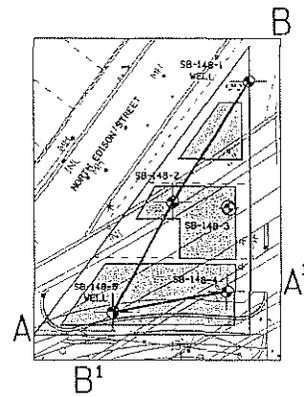
FIGURE 2
BORING LOCATION MAP

PARCEL 148

SCALE 1" = 50'



HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



LEGEND

ASPHALTIC CONCRETE		FINE TO MEDIUM SAND WITH GRAVEL (SP)	
CONCRETE		BASE COURSE	
FILL		INTRABEDED (ML)	
LEAN CLAY (CL)		SEDIMENTARY PEAT (PT)	
SANDY LEAN CLAY (CL)		SILTY SAND (SM)	
ORGANIC SILT (OL)		SANDY SILT (SM)	
ORGANIC CLAY (OH)		CINDERS	
		DEBRIS	

- NOTES: 1. WIDTH OF SOIL BORING IS NOT TO SCALE
 2. MONITORING WELL ELEVATIONS SURVEYED BY HNTB. SOIL BORING ELEVATIONS ARE ESTIMATED BASED ON DIGITAL TERRAIN MODELS.
 3. MSL = MEAN SEA LEVEL
 4. FT = FEET
 5. GROUNDWATER ELEVATIONS MEASURED ON JUNE 30, 2001
 6. SOIL DESCRIPTIONS ARE BASED ON UNIFIED SOIL CLASSIFICATION SYSTEM (USCS).
 7. CONTACTS BETWEEN SOIL TYPES ARE INFERRED BETWEEN BORINGS.

63
 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59

TABLE 1

**PARK EAST FREEWAY PHASE II
SOIL SAMPLE FIELD SCREENING (PID) RESULTS**

Boring I.D.	Date Completed	PID Results												
		Sample Depth:												
		0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-25
SB-148-1	6/20/01	2.2	3.4	0	2.7	483	21.9	1	0	1.8	1.3	9.6	5.9	2.9
SB-148-2	6/20/01	0	0	0	0	0	0	0	0	---	---	---	---	---
SB-148-3	6/20/01	0	0	0	0	0	0	---	---	---	---	---	---	---
SB-148-4	6/20/01	0	0	0	0	0	0	0	0	0	0	---	---	---
SB-148-5	6/20/01	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:
 PID = Photo Ionization Detector
 PID results are an indication of total volatile organic compounds vapors in the soil sample detected by a PID equipped with a 11.7eV lamp
 Field screening results are reported in instrument units (iu) which are equivalent to parts per million (PPM)
 0-2 = Sample interval in feet below ground surface (FBGS)
 --- = Not field screened - no sample collected data collected

TABLE 2

**PARK EAST FREEWAY PHASE II
GROUNDWATER ELEVATION DATA**

Well Number	Top of Protective Casing Elevation (feet, MSL)	Depth to Groundwater July 30, 2001 (feet)	Groundwater Elevation (feet, MSL)
119-5	646.18	11.76	634.42
129-2	627.68	18.67	609.01
129-6	641.84	19.67	622.17
129-9	643.72	20.74	622.98
129-11	642.4	10.08	632.32
129-12	634.56	7.8	626.76
131-5	610.08	15.38	594.7
131-6	605.87	12.64	593.23
131-9	625.72	17.53	608.19
37-3	595.97	17.8	578.17
37-6	599.1	DRY	NA
37-11	597.41	8.22	589.19
37-15	597.21	8.95	588.26
37-18	595.04	23.52	571.52
38-2	594.02	12.32	581.7
38-7	594.22	16.03	578.19
39-2	592.48	15.95	576.53
39-7	593.3	17.58	575.72
40-2	593.14	13.14	580
153-2	589.93	5.69	584.24
147-1	590.88	12.2	578.68
147-4	588.23	10.75	577.48
148-1	589.65	9.49	580.16
148-5	589.09	10.15	578.94
149-1	590.97	11.13	579.84
149-5	589.93	12.02	577.91
149-7	589.35	11.08	578.27
150-8	596.92	14.07	582.85
150-10	603.4	8.9	594.5
145-1	589.97	9.08	580.89
124-2	592.17	12.88	579.29
2-1	600.38	10.49	589.89
8-1	592.16	9.84	582.32
8-3	592.22	10.71	581.51
10-2	589.59	product in well	NA

Notes:

All groundwater elevation data are presented in feet below the mean sea level (MSL).

TABLE 3

Soil Analytical Results
Park East Freeway Phase II - Parcel 148

Sample ID		148-1A	148-1B	148-2A	148-2B	148-3A
Date Collected		6/20/01	6/20/01	6/20/01	6/20/01	6/20/01
Sample Interval (ft Bgs)		8-10	22-24	2-4	12-14	2-4
Soil Matrix		Fill	Native	Fill	Native	Fill
Measured Depth to Groundwater		9.49 ft Bgs				
Analyte	Unit					
Solids, Total Percent	%	86	88	88	69	86
Arsenic	mg/kg	<2.44	---	<2.36	---	<2.43
Barium	mg/kg	23	---	53	---	65
Cadmium	mg/kg	0.70	---	<0.39	---	<0.41
Chromium, Total	mg/kg	11	---	17	---	17
Lead	mg/kg	19	---	15	---	66
Mercury	mg/kg	0.03	---	0.03	---	0.14
Selenium	mg/kg	<4.07	---	6.0	---	<4.06
Silver	mg/kg	<0.23	---	<0.23	---	<0.23
Diesel Range Organics	mg/kg	211	7.1	6.7	2.2	16
Total -Trimethylbenzene	ug/kg	22500	<17	<17	<22	<17
1,2-Dichlorobenzene	ug/kg	<79	<19	<19	<25	<20
Benzene	ug/kg	<63	<15	<15	<20	<16
Ethylbenzene	ug/kg	1390	<14	<14	<18	<15
Isopropyl Ether	ug/kg	<69	<17	<17	<22	<17
Isopropylbenzene	ug/kg	1370	<19	<19	<24	<19
Total -xylene	ug/kg	<124	<30	<30	<39	<31
n-Butylbenzene	ug/kg	4900	<20	<20	<26	<21
n-Propylbenzene	ug/kg	6790	<16	<16	<21	<16
Naphthalene	ug/kg	<175	<43	<43	<55	<44
p-Isopropyltoluene	ug/kg	<73	<18	<18	<23	<18
sec-Butylbenzene	ug/kg	1580	<19	<19	<25	<20
Toluene	ug/kg	<68	<17	<17	<21	<17

Notes:

- 1) ft Bgs = Feet below ground surface.
- 2) mg/kg = Milligrams per kilogram.
- 3) ug/kg = Micrograms per kilogram.
- 4) --- = Not analyzed.
- 5) Bold values indicate detection's of compound.
- 6) Bold and shaded value indicates concentration exceeding NR 720 established or suggested generic Residual Contaminant Level.

TABLE 3

Soil Analytical Results
Park East Freeway Phase II - Parcel 148

Sample ID		148-3B	148-4A	148-4B	148-5A	148-5B
Date Collected		6/20/01	6/20/01	6/20/01	6/20/01	6/20/01
Sample Interval (ft Bgs)		10-12	6-8	16-18	4-6	18-20
Soil Matrix		Fill	Fill	Native	Fill	Native
Measured Depth to Groundwater					10.15 ft Bgs	
Analyte	Unit					
Solids, Total Percent	%	70	87	69	85	66
Arsenic	mg/kg	---	<2.41	---	<2.45	---
Barium	mg/kg	---	66	---	52	---
Cadmium	mg/kg	---	<0.40	---	0.50	---
Chromium, Total	mg/kg	---	14	---	18	---
Lead	mg/kg	---	59	---	17	---
Mercury	mg/kg	---	0.05	---	0.03	---
Selenium	mg/kg	---	<4.01	---	<4.09	---
Silver	mg/kg	---	<0.23		<0.23	---
Diesel Range Organics	mg/kg	<1.4	59	5	<1.1	1.7
Total -Trimethylbenzene	ug/kg	<21	<17	<22	<18	<23
1,2-Dichlorobenzene	ug/kg	<24	<20	<25	<20	<26
Benzene	ug/kg	<19	<15	<20	<16	<20
Ethylbenzene	ug/kg	<18	<14	<18	<15	<19
Isopropyl Ether	ug/kg	<21	<17	<22	<18	<23
Isopropylbenzene	ug/kg	<23	<19	<24	<19	<25
Total -xylene	ug/kg	<38	<31	<39	<32	<41
n-Butylbenzene	ug/kg	<25	<20	<26	<21	<27
n-Propylbenzene	ug/kg	<20	<16	<20	<17	<21
Naphthalene	ug/kg	<54	672	<55	<45	<57
p-Isopropyltoluene	ug/kg	<22	<18	<23	<19	<24
sec-Butylbenzene	ug/kg	<24	<19	<25	<20	<26
Toluene	ug/kg	<21	<17	<21	<17	<22

Notes:

- 1) ft Bgs = Feet below ground surface.
- 2) mg/kg = Milligrams per kilogram.
- 3) ug/kg = Micrograms per kilogram.
- 4) --- = Not analyzed.
- 5) Bold values indicate detection's of compound.
- 6) Bold and shaded value indicates concentration exceeding NR 720 established or suggested generic Residual Contaminant Level.

TABLE 4
Groundwater Analytical Results
Park East Freeway Phase II

		Well ID: 148-1	148-5		
		Sample Date: 7/10/01	7/10/01	NR 140	NR 140
Analyte	Unit			PAL	ES
Diesel Range Organics	ug/l	1850	138	---	---
Metals					
Barium	mg/l	0.20	1.2	0.4 mg/l	2 mg/l
Chromium	ug/l	<0.008	<0.008	10	100
Silver	ug/l	<0.004	<0.004	10	50
Arsenic	ug/l	<5.6	<5.6	5	50
Cadmium	ug/l	<0.4	<0.4	0.5	5
Lead	ug/l	2.4 (PAL)	<1.5	1.5	15
Selenium	ug/l	<4.8	<4.8	10	50
VOCs					
1,1,1-Trichloroethane	ug/l	<1.6	<0.31	40	200
1,1-Dichloroethane	ug/l	<1.6	<0.32	85	850
1,1-Dichloroethene	ug/l	<1.7	<0.34	0.7	7
1,2,3-Trichlorobenzene	ug/l	<2.5	<0.50	ne	ne
(1,2,4 & 1,3,5) -Trimethylbenzene	ug/l	481 (ES)	<0.30	96	480
1,2-Dichloroethane	ug/l	<1.8	<0.35	0.5	5
4-Methyl-2-Pentanone	ug/l	559	<0.80	ne	ne
Benzene	ug/l	<1.4	<0.27	0.5	5
Chloroethane	ug/l	<3.2	<0.64	80	400
Chloroform	ug/l	<1.2	<0.24	0.6	6
Chloromethane	ug/l	<2.5	<0.49	0.3	3
cis-1,2-Dichloroethene	ug/l	<1.4	<0.27	7	70
Ethylbenzene	ug/l	134	<0.25	140	700
Isopropylbenzene	ug/l	44	<0.33	ne	ne
m,p&o-xylene	ug/l	143	<0.53	1000	10000
Methyl-t-butyl ether	ug/l	<2.0	<0.39	12	60
n-Butylbenzene	ug/l	<1.8	<0.36	ne	ne
n-Propylbenzene	ug/l	147	<0.28	ne	ne
Naphthalene	ug/l	19 (PAL)	<0.75	8	40
sec-Butylbenzene	ug/l	16	<0.34	ne	ne
Tetrachloroethene	ug/l	<1.6	<0.31	0.5	5
Toluene	ug/l	<1.5	<0.29	200	1000
Trichloroethene	ug/l	<1.7	<0.34	0.5	5
Vinyl chloride	ug/l	<1.0	<0.20	0.02	0.2

Notes:

- 1) ug/l = Micrograms per liter.
- 2) mg/l = Milligrams per liter.
- 3) PAL = Groundwater Quality Preventive Action Limit per Wisconsin Administrative Code (WAC), Chapter NR 140.
- 4) ES = Groundwater Quality Enforcement Standard per WAC, Chapter NR 140.
- 5) 15 (ES) = Values exceeding the WAC NR 140 ES.
- 6) 15 (PAL) = Values exceeding the WAC NR 140 PAL.
- 7) ne = PAL / ES not established for this analyte.
- 8) --- = Sample was not tested for this analyte.

TABLE 4
Groundwater Analytical Results
Park East Freeway Phase II

		Well ID:	148-1	148-5		
		Sample Date:	7/10/01	7/10/01	NR 140	NR 140
Analyte	Unit				PAL	ES
PAHs						
1-Methylnaphthalene	ug/l	13	---	ne	ne	ne
2-Methylnaphthalene	ug/l	3	---	ne	ne	ne
Acenaphthene	ug/l	0.81	---	ne	ne	ne
Acenaphthylene	ug/l	18	---	ne	ne	ne
Anthracene	ug/l	<0.01	---	600	3000	3000
Benzo (a) anthracene	ug/l	<0.07	---	ne	ne	ne
Benzo (a) pyrene	ug/l	<0.10	---	0.02	0.2	0.2
Benzo (b) fluoranthene	ug/l	<0.07	---	0.02	0.2	0.2
Benzo (g,h,i) perylene	ug/l	<0.52	---	ne	ne	ne
Benzo (k) fluoranthene	ug/l	<0.01	---	ne	ne	ne
Chrysene	ug/l	<0.7	---	0.02	0.2	0.2
Dibenz (a,h) anthracene	ug/l	<0.42	---	ne	ne	ne
Fluoranthene	ug/l	1	---	80	400	400
Fluorene	ug/l	4.4	---	80	400	400
Indeno (1,2,3-cd) pyrene	ug/l	<0.59	---	ne	ne	ne
Naphthalene	ug/l	8.1 (PAL)	---	8	40	40
Phenanthrene	ug/l	<0.04	---	ne	ne	ne
Pyrene	ug/l	<0.06	---	50	250	250

Notes:

- 1) ug/l = Micrograms per liter.
- 2) mg/l = Milligrams per liter.
- 3) PAL = Groundwater Quality Preventive Action Limit per Wisconsin Administrative Code (WAC), Chapter NR 140.
- 4) ES = Groundwater Quality Enforcement Standard per WAC, Chapter NR 140.
- 5) 15 (ES) = Values exceeding the WAC NR 140 ES.
- 6) 15 (PAL) = Values exceeding the WAC NR 140 PAL.
- 7) ne = PAL / ES not established for this analyte.
- 8) --- = Sample was not tested for this analyte.

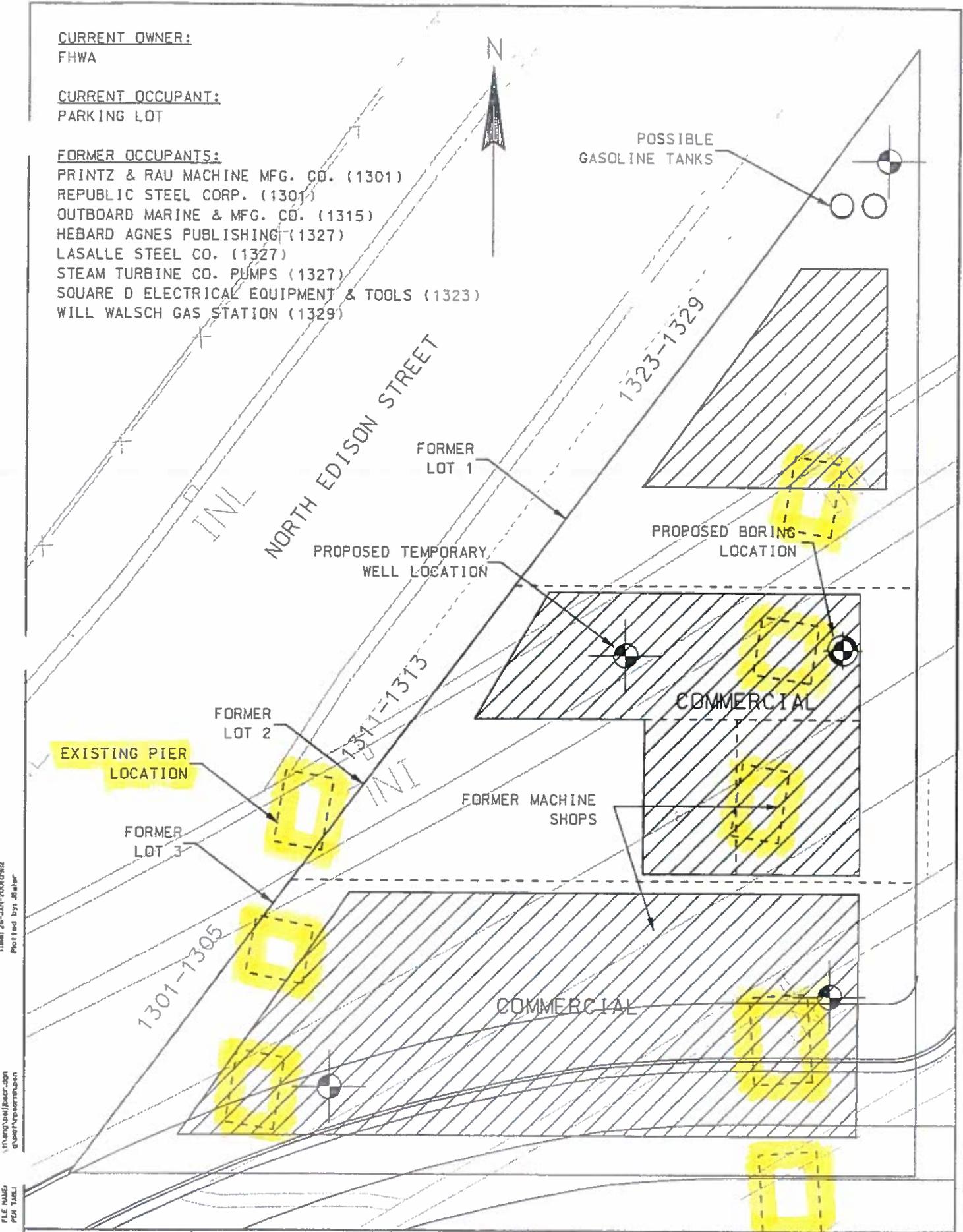
Attachment J - Freeway Footings/Piers

CURRENT OWNER:
FHWA

CURRENT OCCUPANT:
PARKING LOT

FORMER OCCUPANTS:

- PRINTZ & RAU MACHINE MFG. CO. (1301)
- REPUBLIC STEEL CORP. (1301)
- OUTBOARD MARINE & MFG. CO. (1315)
- HEBARD AGNES PUBLISHING (1327)
- LASALLE STEEL CO. (1327)
- STEAM TURBINE CO. PUMPS (1327)
- SQUARE D ELECTRICAL EQUIPMENT & TOOLS (1323)
- WILL WALSCH GAS STATION (1329)



Time: 26-JUN-2005 09:52
Plotted by: jgalar

\\hntb\unl\proj\2005\1300 block n edison st\plan\1300 block n edison st.dwg
dwg: 1300 block n edison st.dwg

FILE NAME:
PER TITLE



PARK EAST FREEWAY
INDIVIDUAL PROPERTY EXHIBITS

PARCEL 148
1300 BLOCK N EDISON ST

SCALE 1" = 25'

Attachment K - Initial DWD 2016 Prevailing Wage Determination for Milwaukee County

Department of Workforce Development
 Initial Determination
 Annual prevailing wage rate survey data
MILWAUKEE COUNTY
 Compiled by the State of Wisconsin
 For All Public Works, Except State Highways
 Effective Thursday, October 1, 2015
 12/21/2015 11:33:52 AM

Total Rows Found: 252

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES		HBR	FB's	Total	Change Date
101	Acoustic Ceiling Tile Installer	\$34.13	\$20.61	\$54.74	
102	Boilermaker	\$30.21	\$21.97	\$52.18	
103	Bricklayer, Blocklayer or Stonemason	\$35.89	\$18.77	\$54.66	
104	Cabinet Installer	\$34.13	\$20.61	\$54.74	
105	Carpenter	\$34.13	\$20.61	\$54.74	
106	Carpet Layer or Soft Floor Coverer	\$34.13	\$20.61	\$54.74	
107	Cement Finisher	\$32.09	\$19.21	\$51.30	
108	Drywall Taper or Finisher	\$29.97	\$20.74	\$50.71	
109	Electrician	\$33.93	\$22.77	\$56.70	
110	Elevator Constructor	\$43.84	\$27.09	\$70.93	

SKILLED TRADES		HBR	FB's	Total	Change Date
111	Fence Erector	\$24.73	\$19.69	\$44.42	
112	Fire Sprinkler Fitter	\$39.66	\$21.11	\$60.77	
113	Glazier	\$34.19	\$18.50	\$52.69	
114	Heat or Frost Insulator	\$33.53	\$27.31	\$60.84	
115	Insulator (Batt or Blown)	\$23.62	\$11.55	\$35.17	
116	Ironworker	\$30.77	\$24.58	\$55.35	
117	Lather	\$0.00	\$0.00	\$0.00	
118	Line Constructor (Electrical)	\$40.81	\$18.06	\$58.87	
119	Marble Finisher	\$0.00	\$0.00	\$0.00	
120	Marble Mason	\$0.00	\$0.00	\$0.00	
121	Metal Building Erector	\$19.00	\$2.00	\$21.00	
122	Millwright	\$29.03	\$25.78	\$54.81	
123	Overhead Door Installer	\$28.73	\$0.00	\$28.73	
124	Painter	\$29.62	\$20.74	\$50.36	
125	Pavement Marking Operator	\$0.00	\$0.00	\$0.00	
126	Piledriver	\$30.11	\$26.51	\$56.62	
127	Pipeline Fuser or Welder (Gas or Utility)	\$0.00	\$0.00	\$0.00	
129	Plasterer	\$31.21	\$19.93	\$51.14	
130	Plumber	\$38.37	\$19.57	\$57.94	
132	Refrigeration Mechanic	\$41.01	\$21.54	\$62.55	
133	Roofer or Waterproofer	\$29.65	\$18.61	\$48.26	
134	Sheet Metal Worker	\$36.94	\$20.22	\$57.16	
135	Steamfitter	\$41.01	\$21.55	\$62.56	

SKILLED TRADES		HBR	FB's	Total	Change Date
137	Teledata Technician or Installer	\$25.63	\$17.25	\$42.88	
138	Temperature Control Installer	\$41.01	\$21.54	\$62.55	
139	Terrazzo Finisher	\$30.30	\$20.74	\$51.04	
140	Terrazzo Mechanic	\$30.85	\$22.81	\$53.66	
141	Tile Finisher	\$30.00	\$0.00	\$30.00	
142	Tile Setter	\$30.18	\$17.34	\$47.52	
143	Tuckpointer, Caulker or Cleaner	\$34.28	\$18.60	\$52.88	
144	Underwater Diver (Except on Great Lakes)	\$36.74	\$16.00	\$52.74	
146	Well Driller or Pump Installer	\$25.32	\$15.65	\$40.97	
147	Siding Installer	\$17.00	\$6.71	\$23.71	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	\$36.73	\$20.41	\$57.14	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	\$0.00	\$0.00	\$0.00	
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$0.00	\$0.00	\$0.00	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$0.00	\$0.00	\$0.00	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	\$25.00	\$12.55	\$37.55	
TRUCK DRIVERS		HBR	FB's	Total	Change Date
201	Single Axle or Two Axle	\$34.47	\$18.70	\$53.17	
203	Three or More Axle	\$20.00	\$18.17	\$38.17	

SKILLED TRADES		HBR	FB's	Total	Change Date
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	\$33.02	\$18.70	\$51.72	
205	Pavement Marking Vehicle	\$0.00	\$0.00	\$0.00	
207	Truck Mechanic	\$0.00	\$0.00	\$0.00	
LABORERS		HBR	FB's	Total	Change Date
301	General Laborer	\$29.01	\$17.39	\$46.40	
302	Asbestos Abatement Worker	\$19.00	\$0.00	\$19.00	
303	Landscaper	\$13.50	\$7.08	\$20.58	
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	\$20.13	\$17.79	\$37.92	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	\$18.53	\$0.00	\$18.53	
314	Railroad Track Laborer	\$17.00	\$5.43	\$22.43	
315	Final Construction Clean-Up Worker	\$29.01	\$17.39	\$46.40	
HEAVY EQUIPMENT OPERATORS: SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY		HBR	FB's	Total	Change Date
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Bor...	\$34.47	\$18.70	\$53.17	
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry E...	\$34.47	\$18.70	\$53.17	
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 ...	\$34.17	\$20.75	\$54.92	

SKILLED TRADES		HBR	FB's	Total	Change Date
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	\$0.00	\$0.00	\$0.00	
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge E...	\$41.65	\$21.71	\$63.36	
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...	\$0.00	\$0.00	\$0.00	
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Opera...	\$0.00	\$0.00	\$0.00	
HEAVY EQUIPMENT OPERATORS: EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK		HBR	FB's	Total	Change Date
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachm...	\$40.61	\$20.15	\$60.76	
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizon...	\$40.11	\$20.15	\$60.26	
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lb...	\$39.61	\$20.15	\$59.76	
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Ove...	\$38.92	\$20.15	\$59.07	
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft ...	\$37.04	\$20.15	\$57.19	

SKILLED TRADES		HBR	FB's	Total	Change Date
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...	\$31.89	\$20.15	\$52.04	
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	\$36.34	\$22.14	\$58.48	
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	\$34.06	\$19.35	\$53.41	
516	Fiber Optic Cable Equipment	\$26.00	\$3.93	\$29.93	
SEWER, WATER OR TUNNEL CONSTRUCTION					
Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).					
SKILLED TRADES		HBR	FB's	Total	Change Date
103	Bricklayer, Blocklayer or Stonemason	\$0.00	\$0.00	\$0.00	
105	Carpenter	\$35.74	\$17.30	\$53.04	
107	Cement Finisher	\$30.49	\$21.47	\$51.96	
109	Electrician	\$33.93	\$22.77	\$56.70	
111	Fence Erector	\$0.00	\$0.00	\$0.00	
116	Ironworker	\$32.50	\$20.58	\$53.08	
118	Line Constructor (Electrical)	\$0.00	\$0.00	\$0.00	
125	Pavement Marking Operator	\$0.00	\$0.00	\$0.00	
126	Piledriver	\$0.00	\$0.00	\$0.00	
130	Plumber	\$35.64	\$20.89	\$56.53	
135	Steamfitter	\$0.00	\$0.00	\$0.00	

SKILLED TRADES		HBR	FB's	Total	Change Date
137	Teledata Technician or Installer	\$0.00	\$0.00	\$0.00	
143	Tuckpointer, Caulker or Cleaner	\$0.00	\$0.00	\$0.00	
144	Underwater Diver (Except on Great Lakes)	\$31.00	\$20.43	\$51.43	
146	Well Driller or Pump Installer	\$25.32	\$15.65	\$40.97	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	\$0.00	\$0.00	\$0.00	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	\$0.00	\$0.00	\$0.00	
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$0.00	\$0.00	\$0.00	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$0.00	\$0.00	\$0.00	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	\$0.00	\$0.00	\$0.00	
TRUCK DRIVERS		HBR	FB's	Total	Change Date
201	Single Axle or Two Axle	\$0.00	\$0.00	\$0.00	
203	Three or More Axle	\$19.00	\$0.00	\$19.00	
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	\$0.00	\$0.00	\$0.00	
205	Pavement Marking Vehicle	\$0.00	\$0.00	\$0.00	
207	Truck Mechanic	\$0.00	\$0.00	\$0.00	
LABORERS		HBR	FB's	Total	Change Date
301	General Laborer	\$29.16	\$17.72	\$46.88	

SKILLED TRADES		HBR	FB's	Total	Change Date
303	Landscaper	\$34.69	\$0.00	\$34.69	
304	Flagperson or Traffic Control Person	\$0.00	\$0.00	\$0.00	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	\$0.00	\$0.00	\$0.00	
314	Railroad Track Laborer	\$0.00	\$0.00	\$0.00	
HEAVY EQUIPMENT OPERATORS: SEWER, WATER OR TUNNEL WORK		HBR	FB's	Total	Change Date
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...	\$37.24	\$20.10	\$57.34	
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lb...	\$36.46	\$20.10	\$56.56	
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal o...	\$35.51	\$20.10	\$55.61	
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft ...	\$33.69	\$21.45	\$55.14	
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...	\$33.06	\$20.10	\$53.16	
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	\$0.00	\$0.00	\$0.00	
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	\$0.00	\$0.00	\$0.00	
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge ...	\$0.00	\$0.00	\$0.00	

SKILLED TRADES		HBR	FB's	Total	Change Date
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...	\$0.00	\$0.00	\$0.00	
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operat...	\$0.00	\$0.00	\$0.00	

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

SKILLED TRADES		HBR	FB's	Total	Change Date
103	Bricklayer, Blocklayer or Stonemason	\$31.55	\$18.52	\$50.07	
105	Carpenter	\$34.13	\$20.71	\$54.84	
107	Cement Finisher	\$32.75	\$19.21	\$51.96	
109	Electrician	\$33.93	\$22.77	\$56.70	
111	Fence Erector	\$35.62	\$0.00	\$35.62	
116	Ironworker	\$30.77	\$23.97	\$54.74	
118	Line Constructor (Electrical)	\$0.00	\$0.00	\$0.00	
124	Painter	\$29.87	\$18.79	\$48.66	
125	Pavement Marking Operator	\$30.27	\$19.83	\$50.10	
126	Piledriver	\$30.11	\$21.09	\$51.20	
133	Rofer or Waterproofer	\$30.40	\$2.23	\$32.63	
137	Teledata Technician or Installer	\$0.00	\$0.00	\$0.00	

SKILLED TRADES		HBR	FB's	Total	Change Date
143	Tuckpointer, Caulker or Cleaner	\$0.00	\$0.00	\$0.00	
144	Underwater Diver (Except on Great Lakes)	\$0.00	\$0.00	\$0.00	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	\$36.73	\$15.92	\$52.65	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	\$32.65	\$15.67	\$48.32	
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$28.57	\$13.71	\$42.28	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$26.53	\$13.09	\$39.62	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	\$22.45	\$11.84	\$34.29	
TRUCK DRIVERS		HBR	FB's	Total	Change Date
201	Single Axle or Two Axle	\$36.72	\$21.15	\$57.87	
203	Three or More Axle	\$25.28	\$18.31	\$43.59	
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	\$30.27	\$21.15	\$51.42	
205	Pavement Marking Vehicle	\$23.82	\$17.72	\$41.54	
206	Shadow or Pilot Vehicle	\$0.00	\$0.00	\$0.00	
207	Truck Mechanic	\$0.00	\$0.00	\$0.00	
LABORERS		HBR	FB's	Total	Change Date
301	General Laborer	\$27.06	\$20.03	\$47.09	
302	Asbestos Abatement Worker	\$0.00	\$0.00	\$0.00	

SKILLED TRADES		HBR	FB's	Total	Change Date
303	Landscaper	\$27.06	\$20.03	\$47.09	
304	Flagperson or Traffic Control Person	\$23.55	\$20.03	\$43.58	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	\$0.00	\$0.00	\$0.00	
314	Railroad Track Laborer	\$0.00	\$0.00	\$0.00	
HEAVY EQUIPMENT OPERATORS: AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION		HBR	FB's	Total	Change Date
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or...	\$37.72	\$21.15	\$58.87	
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...	\$37.22	\$21.15	\$58.37	
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Sca...	\$36.72	\$21.15	\$57.87	
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, ...	\$36.46	\$21.15	\$57.61	
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...	\$36.17	\$21.15	\$57.32	
536	Fiber Optic Cable Equipment.	\$0.00	\$0.00	\$0.00	
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	\$0.00	\$0.00	\$0.00	
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge E...	\$0.00	\$0.00	\$0.00	

SKILLED TRADES		HBR	FB's	Total	Change Date
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...	\$0.00	\$0.00	\$0.00	
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operat...	\$0.00	\$0.00	\$0.00	

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES		HBR	FB's	Total	Change Date
103	Bricklayer, Blocklayer or Stonemason	\$0.00	\$0.00	\$0.00	
105	Carpenter	\$43.35	\$28.44	\$71.79	
107	Cement Finisher	\$34.95	\$19.38	\$54.33	
109	Electrician	\$33.93	\$22.77	\$56.70	
111	Fence Erector	\$0.00	\$0.00	\$0.00	
116	Ironworker	\$43.00	\$34.61	\$77.61	
118	Line Constructor (Electrical)	\$0.00	\$0.00	\$0.00	
124	Painter	\$0.00	\$0.00	\$0.00	
125	Pavement Marking Operator	\$30.00	\$19.61	\$49.61	
126	Piledriver	\$33.24	\$16.00	\$49.24	
133	Rofer or Waterproofer	\$0.00	\$0.00	\$0.00	
137	Teledata Technician or Installer	\$0.00	\$0.00	\$0.00	

SKILLED TRADES		HBR	FB's	Total	Change Date
143	Tuckpointer, Caulker or Cleaner	\$0.00	\$0.00	\$0.00	
144	Underwater Diver (Except on Great Lakes)	\$0.00	\$0.00	\$0.00	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	\$36.73	\$15.92	\$52.65	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	\$32.65	\$14.96	\$47.61	
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$28.57	\$13.71	\$42.28	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$26.53	\$13.55	\$40.08	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	\$22.45	\$11.84	\$34.29	
TRUCK DRIVERS		HBR	FB's	Total	Change Date
201	Single Axle or Two Axle	\$0.00	\$0.00	\$0.00	
203	Three or More Axle	\$19.00	\$0.00	\$19.00	
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	\$33.69	\$19.78	\$53.47	
205	Pavement Marking Vehicle	\$0.00	\$0.00	\$0.00	
206	Shadow or Pilot Vehicle	\$0.00	\$0.00	\$0.00	
207	Truck Mechanic	\$0.00	\$0.00	\$0.00	
LABORERS		HBR	FB's	Total	Change Date
301	General Laborer	\$29.01	\$20.22	\$49.23	
303	Landscaper	\$27.06	\$20.03	\$47.09	

SKILLED TRADES		HBR	FB's	Total	Change Date
304	Flagperson or Traffic Control Person	\$19.31	\$15.21	\$34.52	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	\$0.00	\$0.00	\$0.00	
314	Railroad Track Laborer	\$0.00	\$0.00	\$0.00	
HEAVY EQUIPMENT OPERATORS: CONCRETE PAVEMENT OR BRIDGE WORK		HBR	FB's	Total	Change Date
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity ...	\$48.80	\$20.32	\$69.12	
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...	\$37.22	\$21.15	\$58.37	
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concret...	\$38.92	\$20.32	\$59.24	
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tract...	\$36.72	\$21.15	\$57.87	
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Con...	\$0.00	\$0.00	\$0.00	
546	Fiber Optic Cable Equipment.	\$0.00	\$0.00	\$0.00	
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	\$0.00	\$0.00	\$0.00	
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge E...	\$41.65	\$21.71	\$63.36	

SKILLED TRADES		HBR	FB's	Total	Change Date
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...	\$0.00	\$0.00	\$0.00	
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operat...	\$0.00	\$0.00	\$0.00	
HEAVY EQUIPMENT OPERATORS: ASPHALT PAVEMENT OR OTHER WORK		HBR	FB's	Total	Change Date
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity ...	\$0.00	\$0.00	\$0.00	
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...	\$37.22	\$21.15	\$58.37	
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Sc...	\$36.17	\$20.80	\$56.97	
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment)...	\$36.17	\$20.80	\$56.97	
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...	\$31.62	\$19.78	\$51.40	
556	Fiber Optic Cable Equipment.	\$0.00	\$0.00	\$0.00	
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION					

Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.

SKILLED TRADES		HBR	FB's	Total	Change Date
101	Acoustic Ceiling Tile Installer	\$34.13	\$20.79	\$54.92	
102	Boilermaker	\$0.00	\$0.00	\$0.00	
103	Bricklayer, Blocklayer or Stonemason	\$28.00	\$5.58	\$33.58	
104	Cabinet Installer	\$20.00	\$0.46	\$20.46	
105	Carpenter	\$33.68	\$0.00	\$33.68	
106	Carpet Layer or Soft Floor Coverer	\$24.04	\$4.89	\$28.93	
107	Cement Finisher	\$25.00	\$12.00	\$37.00	
108	Drywall Taper or Finisher	\$20.00	\$0.00	\$20.00	
109	Electrician	\$27.00	\$6.29	\$33.29	
110	Elevator Constructor	\$0.00	\$0.00	\$0.00	
111	Fence Erector	\$19.45	\$3.39	\$22.84	
112	Fire Sprinkler Fitter	\$39.66	\$21.11	\$60.77	
113	Glazier	\$38.27	\$14.42	\$52.69	
114	Heat or Frost Insulator	\$0.00	\$0.00	\$0.00	
115	Insulator (Batt or Blown)	\$17.12	\$6.68	\$23.80	
116	Ironworker	\$24.30	\$14.25	\$38.55	
117	Lather	\$0.00	\$0.00	\$0.00	
119	Marble Finisher	\$0.00	\$0.00	\$0.00	

SKILLED TRADES		HBR	FB's	Total	Change Date
120	Marble Mason	\$0.00	\$0.00	\$0.00	
121	Metal Building Erector	\$13.60	\$6.57	\$20.17	
123	Overhead Door Installer	\$20.53	\$1.51	\$22.04	
124	Painter	\$28.84	\$7.83	\$36.67	
125	Pavement Marking Operator	\$0.00	\$0.00	\$0.00	
129	Plasterer	\$22.00	\$0.00	\$22.00	
130	Plumber	\$26.00	\$16.36	\$42.36	
132	Refrigeration Mechanic	\$22.50	\$9.74	\$32.24	
133	Roofer or Waterproofer	\$29.65	\$18.15	\$47.80	
134	Sheet Metal Worker	\$26.13	\$20.22	\$46.35	
135	Steamfitter	\$15.00	\$1.88	\$16.88	
137	Teledata Technician or Installer	\$22.50	\$12.74	\$35.24	
138	Temperature Control Installer	\$21.42	\$7.84	\$29.26	
139	Terrazzo Finisher	\$0.00	\$0.00	\$0.00	
140	Terrazzo Mechanic	\$0.00	\$0.00	\$0.00	
141	Tile Finisher	\$30.00	\$0.00	\$30.00	
142	Tile Setter	\$31.00	\$0.00	\$31.00	
143	Tuckpointer, Caulker or Cleaner	\$25.00	\$2.99	\$27.99	
146	Well Driller or Pump Installer	\$29.00	\$0.00	\$29.00	
147	Siding Installer	\$15.18	\$9.75	\$24.93	
TRUCK DRIVERS		HBR	FB's	Total	Change Date
201	Single Axle or Two Axle	\$15.00	\$0.00	\$15.00	

SKILLED TRADES		HBR	FB's	Total	Change Date
203	Three or More Axle	\$18.75	\$2.00	\$20.75	
205	Pavement Marking Vehicle	\$0.00	\$0.00	\$0.00	
207	Truck Mechanic	\$0.00	\$0.00	\$0.00	
LABORERS		HBR	FB's	Total	Change Date
301	General Laborer	\$20.00	\$7.74	\$27.74	
302	Asbestos Abatement Worker	\$19.00	\$0.00	\$19.00	
303	Landscaper	\$22.61	\$0.00	\$22.61	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	\$0.00	\$0.00	\$0.00	
315	Final Construction Clean-Up Worker	\$11.00	\$3.11	\$14.11	
HEAVY EQUIPMENT OPERATORS: RESIDENTIAL OR AGRICULTURAL CONSTRUCTION		HBR	FB's	Total	Change Date
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); ...	\$25.00	\$9.78	\$34.78	
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Beltin...	\$33.12	\$18.70	\$51.82	

Attachment N - DBE Information



MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS – WORKFORCE HIRING GOALS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing Milwaukee County residents to meet this project's participation goal. This certificate will assist Milwaukee County in determining whether the bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned participation goals to the satisfaction of Milwaukee County could result in the forfeiture, in whole or in part, of the Performance Deposit and disqualification from future Milwaukee County projects.

I, _____, do hereby
acknowledge that I am the _____ of _____,
who has been identified as a bidder/proposer on the following development:

Project Title	Total Contract Amount	Residential Hiring Percentage	
		Goal	Pledged
		Apprenticeship/Job Training Percentage	
		Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the participation goal on this project. Attach additional pages if necessary.

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize certified firms to meet the participation goals of this contract, as demonstrated by my completion of the following tasks:

- A. Developed a PERC Compliance Plan to ensure the residential hiring goal and the apprenticeship/job training goal were met, or at a minimum that good faith efforts were taken to achieve such goals.

FOR THE RESIDENTIAL HIRING GOAL:

- B. Advertised that Developer is involved in a project that encourages Milwaukee County Residents involvement and have companies that feel they could help Developer achieve that requirement bid on their area of expertise. Copies of the announcements are attached.

Published Announcement/Publication (please describe)	Date

Attach additional sheets if necessary.

- C. Sought assistance and cooperated with local workforce programs and organizations to locate potential workers. Included below is a recruitment log detailing these efforts.

Association/Organization	Date of Notification	Contact Person	Date(s) of Follow-up Call

Attach additional sheets if necessary. NOTE: In the event that an organization is unresponsive after an inquiry, a second attempt shall be made. If the organization remains unresponsive, whether to continue attempts shall be at the discretion of the Developer.

- D. Sat down with various unions to discuss the project with them and to see how they might be able to help identify Milwaukee County workers that could work on the project with Developer.

Union	Contact Name/Phone Number	Date of Meeting

Attach additional sheets if necessary.

E. Any other efforts undertaken. Please describe. Attach additional sheets if necessary:

FOR THE APPRENTICESHIP/JOB TRAINING GOAL:

F. Worked with local training organizations that provide valuable on-the-job training opportunities to individuals that might not otherwise be in a position to obtain this experience.

Association/Organization	Contact Person	Date of Contact

G. Requested that union contractors and subcontractors have at least one (1) union apprentice on their crew (whether more are permitted depends on the size of the crew and union rules).

H. Monitor payroll reports from contractors and subcontractors for compliance. (Payroll reports from union contractors must indicate which member of the crew is an apprentice)

I. Work with participating job training programs or apprenticeship programs to monitor participation.

J. Any other efforts undertaken. Please describe. Attach additional sheets if necessary:

AFFIDAVIT OF CERTIFICATION

The undersigned, having been first duly sworn, affirms that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Subscribed and sworn to before me:

This _____ day of _____, 20____.

Notary Public

My commission expires _____, 20____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, the expectation is that a bidder/proposer will achieve it. The bidder/proposer can achieve the goal in one of two ways. First, the bidder/proposer can meet or exceed the goal by documenting, through certified payroll reports and employee affidavits, those workers who are Milwaukee County residents and those workers which are part of an apprenticeship or other job training program. Secondly, the goal can be met if the County determines, based on the bidder/proposer's documented efforts, that it acted in good faith to achieve it, regardless of the outcome. While what constitutes good faith efforts are outlined in this PERC Compliance plan and the Certification of Good Faith Efforts forms, these documents are neither exclusive nor inclusive. Simply undertaking the "minimum" good faith efforts as required by the forms will not necessarily be sufficient. Moreover, it is not about the quantity, but the quality of efforts undertaken.

The County is looking for a concerted effort on the part of the Developer and its General Contractors. Dates of contact are very important, as they help to demonstrate the Developer made efforts throughout the Project, rather than simply at the beginning or at the end. Efforts of the Developer will not be deemed good faith if the records clearly indicate an intent to evade the requirement. Frequent change orders throughout the project (which affect participation) could be a red flag that the Developer's front-end efforts were not sincere. The more documentation of efforts, conversations and the results of those contacts will only help the Developer establish that a good faith effort was made.

Strong documentation of efforts, including any additional efforts undertaken by the Developer and its General Contractor not required or requested in this report should nonetheless be included. In the event the residential hiring and/or apprenticeship/job training goals are not met, this documentation provides the clearest signal to the County that the Developer was making bona fide efforts. Milwaukee County reserves to verify any of the information contained in the reporting.

Reasonableness is the key when determining whether good faith efforts were made. The County is not expecting a Developer to contact every local agency which may/may not have connections to local residents in need of work. However, if only one agency is contacted and the goal remains far out of reach, it would be unreasonable for a Developer not to reach out to any others. While reasonableness is often viewed as a subjective standard, a developer using its good business judgment should have no issues determining when it has acted in good faith. Again, it is not the quantity, but the quality of the efforts that is being evaluated.

If under any circumstances the Developer is concerned its efforts are not sufficient, it may contact DAS – Economic Development for advice and guidance.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing certified firms to meet this project's participation goal. This certificate will assist Milwaukee County in determining whether the bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned participation goal to the satisfaction of Milwaukee County could result in the rejection of the bid/proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as a bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the participation goal on this project. (Attach additional pages if necessary)

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

Bidder/Proposer is encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the contract, in terms of the nature of work, was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?

B. Notifying Certified Firms of Contracting Opportunities

2. In the table below, indicate which certified firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Include copies of written solicitations to certified firms. (Attach additional pages if necessary)

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date

4. Identify minority and/or women’s associations or organizations that received written notifications, including dates of notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. Include copies of letters sent.

Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of Milwaukee County’s Community Business Development Partners Department (CBDP) used to assist in the recruitment of certified firms?

Yes _____ No _____

Contact was made by: Telephone _____ Correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing Certified Firms With Assistance

6. Explain any efforts undertaken to provide certified firms with adequate information about project scope of work and requirements of the contract.

7. Describe any efforts undertaken to assist certified firms in obtaining lines of credit or insurance required by Milwaukee County and/or the contractor/consultant.

8. Describe any other efforts initiated to provide special assistance to certified firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested Certified Firms

Bidder/Proposer must solicit quotes in good faith with interested certified firms. Quotes, proposals and/or bids, from interested certified firms shall not be rejected without sound justification.

9. Indicate, in the table below, which certified firms submitted quotes on the contract. Also, if any quotes of certified firms were rejected, provide a brief explanation as to why. Include copies of all quotes received for this project. (Attach additional pages if necessary)

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted and Explanation for Rejecting Quotes

10. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the bidder/proposer to submit information on other actions taken to secure participation of certified firms in an effort to meet the contract goal.

AFFIDAVIT OF CERTIFICATION

The undersigned, having been first duly sworn, affirms that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, a bidder/proposer shall, in order to be responsive, make good faith efforts to meet this published goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet or exceed the goal by documenting commitments for participation by certified firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts toward that end. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve the participation goal, which, by their scope, intensity and appropriateness to the objective; could reasonably be expected to obtain sufficient participation, even if they were not fully successful.

Any situation in which Milwaukee County has assigned a participation goal on a contract requires the use of the good faith effort mechanism delineated herein. CBDP will make a fair and reasonable judgment as to whether a bidder/proposer that did not meet the goal made adequate good faith efforts according to these guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Mere pro forma efforts are not good faith efforts to meet the contract requirements. CBDP determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

The following is a list of types of actions, which Milwaukee County will consider as part of the bidder/proposer's good faith efforts to obtain participation of certified firms. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Soliciting, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), the interest of all certified firms who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the certified firms to respond to the solicitation. The bidder/proposer must determine with certainty that the certified firms are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.
3. Providing interested certified firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested certified firms.
 - a. It is the bidder/proposer's responsibility to make a portion of the work available to certified firms and to select those portions of the work consistent with the available certified firms, so as to facilitate participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for certified firms to perform the work.
 - b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, **the fact that there may be some additional costs involved in finding and using certified firms is not in itself sufficient reason for a bidder/proposer's failure to meet the participation goal, as long as reasonable.** Also, the ability or desire of a bidder/proposer

to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Bidders/Proposers are not, however, required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.

5. Not rejecting certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder/proposer's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder/proposer's efforts to meet the project goal.
6. Making efforts to assist interested certified firms in obtaining lines of credit or insurance as required by Milwaukee County or the bidder/proposer.
7. Making efforts to assist interested certified firms in obtaining necessary resources or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of certified firms.

In determining whether a bidder/proposer has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder/proposer could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average participation obtained by other bidder/proposers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT \$ _____ DBE Goal: _____

Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

(* Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No. _____), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative Name & Title of Authorized Representative Date

Subscribed and sworn to before me this _____ day of _____, 20 _____

Signature of Notary Public State of _____ . My Commission expires _____.

[SEAL]

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP *prior to bid/proposal opening* will be credited on this contract

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative Name & Title of Authorized DBE Representative Date

FOR CBDP USE ONLY

Commitment number ____ of ____ **Project Total:** (A) _____ (V) \$ _____ **Total %** _____

Verified with: _____
_____ _____
Authorized Signature Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** Prime contractor/consultant shall maintain the approved DBE participation level during the term of the contract with Milwaukee County to include additional work on the contract, e.g., use of allowance, change orders, addendums, extra work, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed, or execution of the Purchase Order. By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP. Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet (AIA form G703) the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. Payments will be withheld from all prime contractors/consultants not in compliance.

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact
CBDP Compliance Team / cbdpcompliance@milwcnty.com / 414.278.4747



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT

SUBMIT WITH EACH PAYMENT REQUEST/INVOICE

PAYMENT/INVOICE # _____

NAME OF FIRM _____ TELEPHONE NO. (____) _____

ADDRESS _____ CITY _____ STATE ____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT \$ _____ CONTRACT % COMPLETE _____

TOTAL DBE CONTRACT \$ AMT _____ TOTAL DBE PAYMENT \$ _____ DBE % COMPLETE _____

COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. (____) _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 20 _____ FINAL REPORT: () Yes () No

List all DBE firms utilized in connection with this Project, even if not used during this reporting/billing period.

NAME OF DBE FIRM	DBE CONTRACT \$ AMOUNT	DBE WORK/SERVICE(S) PERFORMED	AMOUNT DUE TO DBE FOR THIS PERIOD	TOTAL PAYMENTS TO DATE	REMAINING BALANCE

Prepared by: _____ **Approved by:** _____
(Name & Title) (Name & Title)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

(This report must be submitted with each payment application)

1. Prime contractor's registered company name.
2. Prime contractor's business telephone number.
3. Prime contractor's business address, City, State and Zip Code for prime contractor's place of business.
4. Name/title of County Project
5. Project number as stated in the Bid Announcements and Specifications.
6. Total dollar amount of contract awarded prime contractor by Milwaukee County, Payments to Prime year to date, and % contract being completed.
7. Total DBE subcontract dollar amounts (all DBEs), Total payment made to all DBEs, and % of total prime's contract.
8. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
9. Telephone number of the above County representative.
10. The period and year for which payments are being reported.
11. The line next to Final Report is to be checked only when the final payments have been made to all DBE subcontractors.
12. The name(s) of DBE firm(s) having received payment in the preceding month or period.
13. Total dollar amount of the work subcontracted to the listed firm(s).
14. The work or service performed by the listed DBE firm(s).
15. The dollar amount of payments made to each DBE subcontractor for the period being reported.
16. The total dollar amount paid to each DBE subcontractor to date (cumulative). As an example--if the report covers the first payment to a DBE subcontractor, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subcontractor to date.
17. Remaining balance of the subcontract to the listed DBE firm(s).
18. Prime contractor's staff that actually prepared the report.
19. Prime contractor's officer or personnel authorized to review and approve the DBE Utilization Report.

THIS REPORT MUST BE SUBMITTED WITH EACH PAYMENT APPLICATION



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

CONTRACT CLOSE-OUT
DBE PAYMENT CERTIFICATION

Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

DBE Firm: _____

Project No.: _____ Project Name: _____

Complete Section A if full payment has been made.

Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County.

***SECTION (A) DBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$_____ total payment for work on the above referenced Milwaukee County project or contract.

Date _____, 20__

(DBE Contractor/Consultant Signature)

(Print Name & Title)

***SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND DBE FIRM COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE FIRM AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$_____ and will pay the balance of \$_____ to _____ upon receipt of payment from Milwaukee County for work on the above referenced project or contract.

Date: _____, 20__

(Prime Contractor/Consultant Signature)

(Print Name & Title)

(DBE Contractor/Consultant Signature)

(Print Name & Title)

EXHIBIT B
Certified Payroll Report and Statement of Compliance
Employee Affidavit

CERTIFIED PAYROLL REPORT

Name of Contractor/Subcontractor				Address							
Payroll Number			Week Ending			Project and Location			Project or Contract Number		

Name, Address and Last 4 digits of SSN	Sex (M/F)	Race	Worker Classification, Trade or Occupation (Note if apprentice or job training programee)	OT or ST	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	Deductions					Net Wages Paid			
					M	T	W	R	F	Sat	Sun				FICA	With-holding Tax	State Tax	Other	Total Deduct ions				
					Hours Worked Each Day																		
				ST							0												
				OT							0			0						0			0
				ST							0												
				OT							0			0									0
				ST							0												
				OT							0			0									0
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				ST							0												
				OT							0			0									0
				ST							0												
				OT							0			0									0

Each and every employee employed by me during above payment period has been paid the prevailing wage rate in conformance with the Development Agreement. Information contained in this report is true and accurate to the best of my knowledge.

CERTIFIED PAYROLL REPORT

				ST							0								
				OT							0		0					0	0
				ST							0								
				OT							0		0					0	0
				ST							0								
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Each and every employee employed by me during above payment period has been paid the prevailing wage rate in conformance with the Development Agreement. Information contained in this report is true and accurate to the best of my knowledge.

Statement of Compliance

PROJECT: _____

WEEK ENDING: _____

PR#: _____

Contractor Name
Address
City, State, Zip

Date: _____

I, _____, _____ do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the above project, that during the payroll period commencing on the ____ day of _____, 20__ and ending the ____ day of _____, 20__ all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c); and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained herein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth herein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

- a. WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.
- b. WHERE FRINGE BENEFITS ARE PAID IN CASH
 - Each laborer or mechanic listed in the above reference payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.
- c. EXCEPTIONS

EXCEPTIONS (CRAFT)

EXPLANATION

Remarks:

Name: _____ Title: _____

Signature _____

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

EMPLOYEE AFFIDAVIT

Residential Hiring

Contractor Name

Development Project Name

I certify that I maintain my permanent residence in the City of _____, County of

Milwaukee, and that I vote, pay personal income tax, obtain my driver’s license, etc. at

_____, WI, _____.
Address City Zip Code

RESIDENCY STATUS:

To verify my resident status, attached please find the following:

- Copy of my voter’s certification form
- Copy of my last year’s Form 1040
- Copy of my current Wisconsin Driver’s License or State ID
- Copy of Other (i.e. Utility bill, lease, etc.)

Printed Name

Signature

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day
Of _____, 20____.
My commission expires _____.

Notary Public, Milwaukee County

PERC COMPLIANCE PLAN

Developer: _____

Project: _____

OVERVIEW

DEVELOPER proposes to utilize this PERC Compliance Plan with Milwaukee County to fulfill its obligations under the Development Agreement dated _____ to provide perceptible community benefits for the taxpayers of Milwaukee County. It is the intent of DEVELOPER to successfully establish relationships with certified DBE construction contractors and professional service providers to participate on contracts awarded for the completion of this Project. It is the intent of DEVELOPER to provide employment opportunities for Milwaukee County residents and persons in need of additional training, and to adhere to labor standards related to the payment of prevailing wages. Thus, in an effort to provide such benefits, and to remain in compliance with the Park East Redevelopment Compact (PERC), DEVELOPER has set the following goals with respect to employing disadvantaged business enterprises, members of the local workforce (residents) and persons involved in apprenticeship and other job training programs:

DBE PARTICIPATION GOALS:

Hard Construction Project Costs: 25%

Professional Services Project Costs: 17%

RESIDENTIAL HIRING GOALS:

Project Hours by Milwaukee County Residents: _____%

APPRENTICESHIP/JOB TRAINING GOALS:

Project Hours by participants in Apprenticeship/Job Training Program: _____%

*NOTE: Payment of prevailing wage is not a goal, it is a requirement.

SECTION ONE: DBE PARTICIPATION

General Information

The County's Community Business Development Partners (CBDP) department administers the provision of the PERC that ensures compliance with Chapter 42 of the Milwaukee County Ordinances, which requires good faith efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE) firms. CBDP knows the DBE market, handles the certification of firms, can assist in the portioning out of contracts to increase DBE participation and be instrumental in the facilitation of contractor/DBE relationships.

CBDP reserves the right to adjust more or less participation to DBE categories, as it deems necessary to meet the PERC program requirements, based upon knowledge of the available DBE firms to perform on specific project work.

Commitment

As a condition of receiving a contract on the Project, each prime contractor shall agree not to discriminate against any person or business on the basis of sex, race, color, national origin, sexual orientation, religious belief, age or disability. Prime contractors further agree to take affirmative action to ensure that DBE firms have the maximum opportunity to compete for and substantively perform on the Project. Accordingly, each prime contractor shall commit to achieve the participation requirements established above.

All construction bidders further commit that they will not require DBE firms to engage in exclusive relationships with them (other than joint venture relationships approved by Milwaukee County) as a condition to their participation in the construction services being bid. Bidders who engage in such restraint of trade or attempts to monopolize utilization of DBE firms may have their bids rejected.

Certification

In reviewing the initial participation plan, firms must be certified prior to award. No DBE credit can be given for expenditures with a non-certified firm.

A DBE firm must be certified by one of the members of the Unified Certification Program Partners ("UCP"): the Wisconsin Department of Transportation, City of Madison, Dane County and Milwaukee County. The UCP applies only to DBE certification granted under federal USDOT regulation (49 CFR Part 26). Firms that do not have current certification can find instructions and the necessary application forms at the following site:
<http://www.county.milwaukee.gov/CertificationService12282.htm>

All DBE firms participating in the development must maintain DBE certification during the entire term of their contract. CBDP will work with firms to assist in obtaining or updating DBE certification. If documented efforts to have uncertified firms receive certification through the UCP are unsuccessful, DEVELOPER may still receive participation credit, at the discretion of CBDP, if the firm is certified under one of the following reputable programs: City of Milwaukee SBE, MMSD SWMBE, or State of Wisconsin Supplier Diversity Program (State of Wisconsin DOA). The CBDP office should be contacted directly at 414-278-4747 with specific questions and concerns.

Participation Calculation

The DBE participation credited towards the contract goals for both DBE and non-DBE prime contractors is calculated on the following criteria:

1. One hundred percent (100%) participation credit will be allowed for all work self-performed where the **prime contractor is a DBE firm**. DBE firms at the first tier are encouraged to subcontract with other DBE firms.
2. One hundred percent (100%) participation credit will be granted for all contracts and purchase orders awarded to DBE firms if the identified scope of work has a **commercially useful function** in the actual work of the contract and is performed

directly by the DBE firm with its own workforce. CDBP shall determine and evaluate whether or not the firm is performing a commercially useful function on the project.

- a. To determine whether a firm is performing a commercially useful function, CDBP may evaluate the amount of work subcontracted, reasonable and customary industry practices, and other relevant factors. The participation credit allowed shall be based upon an analysis by CDBP of the specific duties that will be performed by the DBE firm(s). Each DBE firm shall be expected to actually manage and supervise the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment and shall perform that portion of the actual work which is reasonable and customary within their industry.
 - b. CDBP reserves the right to deny or limit participation credit to the contractor where any DBE firm is found to be engaged in subcontracting without prior approval of CDBP. DBE firms must be independent businesses.
3. One hundred percent (100%) participation credit granted for contracts held with **lower tier DBE subcontractors** performing work with its own workforce.
 4. One hundred percent (100%) participation credit will be granted for contracts held with **lower tier DBE subcontractors who subcontract with other DBE firms**. If DBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will be counted towards DBE goal only if the work is performed by another DBE firm.
 5. One hundred percent (100%) participation credit will be granted for the **cost of all materials and supplies purchased and installed by the DBE** for the work of the project. Credit shall also be given for the cost of leasing equipment provided the DBE subcontractor does not lease the equipment from the prime contractor, construction manager or affiliates thereof.
 6. One hundred percent (100%) participation credit for all purchases for materials or supplies from **DBE manufacturers or fabricators**. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials or substantially alters the materials or supplies obtained by the contractor.
 - a. CERTIFICATION ALONE IS NOT ACCEPTABLE. Contractors should submit a copy of the official and legal wholesale distributor agreement(s) between the supplier and the manufacturer for all brands to be supplied by the wholesaler. If legal agreements are not provided, products supplied by the wholesaler may not be counted for participation credit, or at best, credit towards participation will be limited to the amount of profit actually realized by the supplier.
 7. Sixty percent (60%) participation credit will be granted on expenditures for materials or supplies purchased from a DBE "Regular Dealer." A **Regular Dealer** is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A Regular Dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns and operates distribution equipment.

- a. Brokers, packagers and manufacturers' representatives or other persons who arrange or expedite transactions are **not** regarded as Regular Dealers. DBE firms may be utilized to assist in the procurement of materials and supplies, but credit will be allowed only from the amount of fees or commissions realized by the DBE firm and not the full price of the merchandise provided under any circumstance.
8. One hundred percent (100%) participation credit will be granted for the **fees or transportation charges** for the delivery of materials or supplies by a DBE to a job site, provided the Developer determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the material and supplies transported under this provision will not be considered towards DBE participation unless the materials or supplies are from DBE manufacturers as covered elsewhere in this document.
9. One hundred percent (100%) participation credit will be granted for **transportation expenditures with DBE trucking firms** provided the DBE firm is responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE firm is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. (Concrete ready-mix operators may not get credit for leased concrete delivery trucks from non-DBE firms).
10. DBE participation credit will be affected proportionately by **approved change orders**. On change orders, Contractor shall be expected to achieve the level of participation for the change order segment of work in the contract documents, i.e., if a scope of work is contracted at 25% DBE, then change orders for that scope of work should also have at least the 25% DBE participation. This applies equally to construction costs and professional services costs.
11. Prorated participation credit will be granted for contracts where the Contractor is a legal joint venture. Credit for participation of DBE firms as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the DBE firms as specified by the joint venture's executed joint venture agreement, as approved by CBDP prior to the bid due date. CBDP reserves the right to deny or limit BE participation credit to the contractor where any DBE joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that are not commensurate with or in proportion to its joint venture ownership percentage.

CBDP may request, and a proposer or prime contractor shall promptly furnish, additional information to assist in the making of participation credit determinations, including, without

limitation: (1) specific information concerning any supplier's broker fees, mark-up, and/or commissions; (2) intended suppliers or other sources of labor, equipment, materials and/or services; (3) specific financial or other risks to be assumed by the DBE firm; and (4) identification of employees and supervisory personnel assigned to perform the project.

Reporting Forms

Throughout the excavation and construction period, DEVELOPER will issue several bid packages. The individual monitoring DBE participation shall inform CDBP and DAS-Economic Development of the bid release date, date of pre-bid meeting(s) and provide copies of the bid documents/specifications. This will allow CDBP to promote the event/opportunity with certified firms, and to attend the meeting to answer questions, if any. Prior to award, DEVELOPER must submit to CDBP, with copies to DAS-Economic Development, form DBE-01, Certificate of Good Faith Efforts. Prior to beginning the work specified in said bid documents, DEVELOPER shall submit to CDBP, with copies to DAS-Economic Development, forms DBE-14 (Commitment to Contract with DBE Firms) and DBE-02 (Subcontractor/Subconsultant/Supplier Information). Listing a DBE on these forms shall constitute a written representation and commitment that the prime contractor has communicated and negotiated directly with the DBE firm(s) listed and intends to utilize them. The prime contractor will be required to enter into subcontract agreements or execute purchase orders with the DBE firm(s) for the work and price set forth on the commitment form. Copies of agreements and/or purchase orders with all DBE firms shall be submitted to CDBP and DAS-Economic Development at least seven (7) days prior to the DBE firm beginning work on the project.

DEVELOPER must also maintain DBE participation and performance logs, which will be reported to the CDBP and DAS-Economic Development on a monthly basis using form DBE-16 (DBE Utilization Report). If a DBE firm listed on DBE-14 cannot perform, or the DEVELOPER or prime contractor has a problem meeting the DBE goal, or any problem relative to the PERC requirements, DEVELOPER shall immediately contact CDBP at 414-278-4747, or via email at cbdpcpliance@milwcnty.com. No DBE subcontractor shall be replaced without written approval from CDBP. Requests for substitution must be made in writing and include the reason for the request.

Project subcontractors under a prime contractor (whether DBE or non-DBE) must be paid, upon satisfactory performance of its subcontract, no later than seven (7) calendar days from the receipt of each payment the prime contractor receives. CDBP requires DEVELOPER to submit form DBE-18 (DBE Payment Certification) to aid in the tracking and verification of these payments. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to CDBP. If CDBP determines there is no good cause for delaying or withholding payment, the prime contractor must pay the subcontractor within five (5) calendar days of such written decision from CDBP. All prime contractors are required to ensure that all subcontractors will include this prompt payment provision in all subcontracts at all level or tiers of subcontracting.

The County reserves the right to require DEVELOPER to utilize B2Gnow, or other internet-based system for reporting purposes.

Good Faith Efforts

DEVELOPER has pledged to also undertake the following activities, all of which shall be recorded on form DBE-01. Unless otherwise approved by CBDP in writing, DEVELOPER shall complete the following:

- Designate an individual on the project that will dedicate a significant portion of their time to ensuring the DBE goal is met;
- Utilize the UCP directory to locate DBE firms;
- Utilize other local directories to find firms certified by other reputable agencies; encourage them to seek certification from the County and bid on the work;
- Publish notices to bid with various organizations, groups and industries that support the efforts of the DBE community so that Developer may reach DBE firms that it may not be familiar with or that may not be familiar with Developer and its project;
- Publish notices to bid with the Daily Reporter and other daily publications that may be subscribed to by the organizations;
- Follow up on notices with personal phone calls encouraging DBE firms to participate;
- Offer DBE firms assistance in submitting the proper bid documents;
- Have both print and electronic plan rooms to easily distribute plans to DBE groups on a large scale;
- Reduce various scopes of work to a scale that makes bidding the work feasible for DBE firms that are not equipped to take on larger scale project;
- Require DBE participation from larger subcontractors.

Compliance Review and Sanctions

DEVELOPER shall be subject to periodic compliance review by CBDP and DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S performance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek remediation via withholding a portion of the performance deposit.

SECTION TWO: PREVAILING WAGES

General Information

DAS-Economic Development administers the prevailing wage provision of the PERC. All development agreements subject to the PERC require adherence to payment of prevailing wages for construction employees. The prevailing wage rates are set annually by the Wisconsin Department of Workforce Development.

Reporting Forms

DEVELOPER is required to provide copies of the certified weekly payroll reports of its contractors and subcontractors to the County on a monthly basis. The certified payroll form will likewise be used for local workforce (residential) hiring and apprenticeship/job training reporting. DEVELOPER may be required to use LCPTracker, or other internet-based system to submit the payroll reports.

Failure to Comply

If DEVELOPER fails to pay prevailing wages to construction employees, the County may retain all or a portion of DEVELOPER'S performance deposit, require the DEVELOPER to pay restitution to the affected employees, and prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek remediation via withholding a portion of the performance deposit.

SECTION THREE: RESIDENTIAL HIRING

General Information

DAS-Economic Development administers the local workforce (residential) hiring provision of the PERC. All development agreements subject to the PERC require good faith efforts on behalf of DEVELOPERS to hire Milwaukee County residents at levels consistent with their stated goal.

Reporting Forms

DEVELOPER will be required to submit to DAS-Economic Development a Certificate of Good Faith Efforts – Workforce Hiring (ECD-01) prior to beginning work to document how DEVELOPER went about achieving its stated residential hiring goal. This Certificate will also document DEVELOPER'S efforts to achieve its job training goal.

Further, DEVELOPER is required to provide the certified weekly payroll reports of its contractors and subcontractors to the County on a monthly basis. The certified payroll form will likewise be used for tracking prevailing wage payments and apprenticeship/job training reporting. In addition to these payroll reports, DEVELOPER shall be required to submit affidavits from its employees affirming their resident status, with included proof of residency. DEVELOPER may be required to use LCPTracker, or other internet-based system to submit the payroll reports.

Good Faith Efforts

DEVELOPER has pledged to undertake the following activities, all of which shall be recorded on form ECD-01. Unless otherwise approved by DAS-Economic Development in writing, DEVELOPER shall complete the following:

- Advertise in notices that Developer is looking for County resident participation
- Sit down with unions to discuss what tools they can utilize to help find local workers
- Connect with local organizations such as Esperanza Unida, Milwaukee Urban League and Big Step to assist in locating resident workers

Failure to Comply

DEVELOPER shall be subject to periodic compliance review by DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S performance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek immediate remediation via withholding a portion of the performance deposit.

SECTION FOUR: APPRENTICESHIP/JOB TRAINING HIRING

General Information

DAS-Economic Development administers the enhanced apprenticeship/job training provision of the PERC. All development agreements subject to the PERC require good faith efforts on behalf of DEVELOPERS to employ apprentices and other persons involved in job training programs at levels consistent with their stated goal.

Reporting Forms

DEVELOPER will be required to submit to DAS-Economic Development a Certificate of Good Faith Efforts – Workforce Hiring (ECD-01) prior to beginning work to document how DEVELOPER went about achieving its stated apprenticeship/job training goal. This Certificate will also document DEVELOPER'S efforts to achieve its residential hiring goal. Further, DEVELOPER is required to provide the certified weekly payroll reports of its contractors and subcontractors to the County on a monthly basis. The certified payroll form will likewise be used for tracking prevailing wage payments and residential hiring. Whether additional reporting will be needed to verify the status of those workers coming from job training programs will be determined with the assistance of the job training program. DEVELOPER may be required to use LCPTTracker, or other internet-based system to submit the payroll reports.

Good Faith Efforts

DEVELOPER has pledged to undertake the following activities, all of which shall be recorded on form ECD-01. Unless otherwise approved by DAS-Economic Development in writing, DEVELOPER shall complete the following:

- Work with Job-Training programs such as Big Step and Job Corps
- Require each union contractor/subcontractor to put at least one (1) apprentice on a crew. Whether more are permitted depends on the size of the crew and union rules.

Failure to Comply

DEVELOPER shall be subject to periodic compliance review by DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S performance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities. In the event DEVELOPER consistently submits late or

incomplete reports, it shall be in the discretion of the County whether to seek immediate remediation via withholding a portion of the performance deposit.

SECTION FIVE: REPORTING SCHEDULE

All reports referenced in this PERC Compliance Plan are attached hereto. Their submittal should be consistent with the following schedule. Should DEVELOPER desire to utilize different reports, written consent from DAS-Economic Development and CBDP is required.

The following reports are due PRIOR to the award of any contracts:

- DBE-01: Certificate of Good Faith Efforts - DBE
- ECD-01: Certificate of Good Faith Efforts – Workforce Hiring

The following reports are due 7 DAYS PRIOR TO BEGINNING WORK on the contract:

- DBE-14: Commitment to Utilize DBE
- DBE-02: Bidder Information
- Copies of agreements and/or purchase orders with all DBE firms listed in DBE-14

The following reports are due on a MONTHLY BASIS and shall be submitted within 7 days of the end of a month:

- DBE-16: DBE Utilization Report
- Copies of Certified payroll reports

The following reports are due on a VARIABLE BASIS, as laid out below:

- Employee affidavits and proof of residency due when the employee commences work on the project
- DBE-18: DBE Payment Certification - due within 7 days of a payment being made to a prime contractor

All reports shall be submitted to:

Community Business Development Partners
Milwaukee County Dept. of Admin. Services
633 W. Wisconsin Avenue, Suite 902
Milwaukee, WI 53203

With a copy to:

DAS-Economic Development
Milwaukee County Dept. of Admin. Services
633 W. Wisconsin Avenue, Suite 903
Milwaukee, WI 53203

Attachment N - Model Development Agreement

DEVELOPMENT AGREEMENT

PARK EAST CORRIDOR DEVELOPMENT OF BLOCK ____

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between MILWAUKEE COUNTY (the "County"), _____, a _____ limited liability company (hereinafter "Developer") and _____ (hereinafter "____") who is the managing member of _____ and the guarantor of its obligations hereunder.

RECITALS

On or about the date herewith, the Developer is acquiring certain property in the City of Milwaukee, Milwaukee County, Wisconsin as more fully described on **Exhibit A** attached hereto (the "Property") from the County pursuant to a certain Option to Purchase dated ____, 200__ and attached hereto as **Exhibit B** (the "Option Agreement"). The Property consists of approximately ____ acres of land and is located within the former Park East Freeway Corridor in the City of Milwaukee. The parties now desire to enter into this Agreement to set forth the terms and conditions by which the Property will be developed and to establish certain additional covenants and restrictions for the benefit of the Property acquired by the Developer.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein and in the Option Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms used herein shall have the following meanings:

(a) "Building" means the improvements to be initially constructed by the Developer on the Property in conformity with plans and specifications approved by the County and the City of Milwaukee, all as more particularly described on **Exhibit C**.

(b) "Community Benefits Reporting" means the records from the Developer demonstrating its compliance and good faith efforts undertaken with respect to Section 2.4, 2.6, 2.7 and 2.8 of this Agreement. The form and substance of the records ("Community Benefits Records") will be specified in the Developer's PERC Compliance Plan.

(c) "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), fees and expenses of defense of any claim and of any settlement or judgment, including without limitation, attorneys' fees and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property, including without limitation: (i) damages for personal injury, or injury to property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, interest and penalties, including, but not limited to, claims brought on behalf of employees of the Developer or the County; (ii) diminution in the value of the Property, and damages for the loss of or restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Property; (iii) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other fees incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements, including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, containment, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Property or otherwise expended in connection with such conditions; (iv) liability to any third person or governmental agency to indemnify such person or agency for fees expended in connection with the items referenced in this subparagraph.

(d) "Environmental Requirements" means all applicable past, present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to best management practices, reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Material (as defined herein) and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(e) "Hazardous Material" means any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation or ordinance or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C.

section 9601 et seq.); and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which is on the Property; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

(f) "Park East Redevelopment Compact" or "PERC" means Milwaukee County Board Resolution File No. 04-492 attached hereto as **Exhibit D**.

(g) "Project" means the Building, roads, driveways, parking areas, signs, walkways, loading areas, fences and walls, sewer, electrical, gas, water and other utility distribution systems, landscaping, drainage and other improvements to be initially constructed on the Property by or for the Developer in conformity with the approved plans and specifications, all as more particularly described on **Exhibit E**.

(h) "Redevelopment Plan" means the redevelopment plan adopted by the City of Milwaukee Common Council on June 15, 2004, and any amendments thereto. The Redevelopment Plan consists of the following three documents: (i) the Renewal Plan that contains language that satisfies the State statutes in order to carry out the renewal activities within the Park East Redevelopment Project boundaries, (ii) the Master Plan that links the Redevelopment Plan to the Milwaukee Downtown Plan and (iii) the Development Code that defines land use and design standards.

(i) "Request for Proposal" means the Official Notice No. _____, Request for Proposals, Park East Corridor Development, Milwaukee, Wisconsin relating to the Property and attached hereto as **Exhibit F**.

(j) "Material Alteration of the Project" means (a) a 10% (ten percent) variance in the square footage of the project or any material alteration to: (ii) the exterior materials, (b) the general appearance, (c) the scope and use of the project, or (d) the stated intentions of the Project - each of the above as reflected in the most current submitted plans as reflected in **Exhibits C, E and G**. "Material Alteration of the Project" also means any change to the PERC Compliance Plan, approved by the Milwaukee County Community Business Development Partners ("CBDP") and the County Economic Development Division.

2. Development of the Project.

2.1 Construction by the Developer. The Developer shall, at its own cost and expense, cause the construction of the Project on the Property in a good and

workmanlike manner and in compliance with all then applicable building codes and ordinances, and the Redevelopment Plan and Request for Proposal. The Developer represents that the total projected cost of acquiring the Property and constructing the Project thereon shall be as specified on **Exhibit H**. Construction of the Project on the Property shall be completed substantially in conformity with the plans, specifications, landscape plan, signage plan, drainage plan and parking plan as submitted by the Developer and approved by County Board Resolution _____ which is attached hereto as **Exhibit I**, and as approved by the City of Milwaukee (the "Approved Plans") the cover page of which is attached hereto as **Exhibit G**.

The Approved Plans may be modified from time to time during the course of construction and shall not require the consent of the County except the advance written consent of the County shall be required in the following instances: (a) to the extent that such modifications are a "Material Alteration of the Project" as defined herein or (b) to the extent the Developer is required to obtain approval for such modification by the City of Milwaukee. In the event that County approval is required, the Developer shall not institute such modification until receiving written approval from the County's Director of Economic and Community Development. If approval of the County is required, the County shall respond in writing within ten (10) business days of its having been notified of the need for approval. If the County does not notify the Developer on or before said 10th business day of its approval or disapproval, approval shall be deemed to be granted. To the extent necessary to approve or disapprove a Material Alteration of the Project, the County shall be allowed – upon notice to the Developer – a reasonable amount of time beyond 10 business days (which additional time may include the time needed to seek approval by the Milwaukee County Board) to provide its approval or disapproval. The foregoing notwithstanding, a Material Alteration of the Project relating to DBE and Park East Redevelopment Compact Compliance Plan requirements, referenced in Section 1i(vi) and (vii), shall automatically come back to the Economic Development Committee for review and determination whether this item shall require County Board approval. It is expressly understood that such approvals cannot be accomplished in 10 business days. Thus, such additional time shall be permitted to seek Economic Development Committee review and Milwaukee County Board approval or disapproval.

The Developer agrees (i) to commence construction, which shall mean commencement of excavation, of the Project on the Property within __ days after closing ("Closing") of its acquisition of the Property (the "Project Commencement Date"), (ii) within __ months after Closing, achieve completion of excavation of the location for the Building and commencement of construction of the foundation (the "Excavation Completion Date"), and (iii) to diligently prosecute construction to completion within ___ months after Closing pursuant to the construction schedule as set forth on **Exhibit J** (the "Project Completion Date"). The Project Commencement Date and Project Completion Date (as defined on **Exhibit J**) shall be confirmed by the Developer's Project architect delivering certificates to the County stating that excavation on the Property has

been completed and construction of the foundation has commenced or with respect to substantial completion, that the entire Project has been substantially completed. In the event the Developer ceases construction of the Project on the Property, other than due to a Force Majeure Delay, for 60 consecutive days, such event shall be deemed a "Construction Stoppage."

Prior to the execution of this Agreement and Closing, the Developer shall deliver to the County a Performance Deposit (the "Deposit") in the amount of \$50,000. The Deposit shall serve as a security on deposit for the full and complete performance of all of the obligations, agreements and covenants in this Agreement, the Developer's proposal approved by the Milwaukee County Board of Supervisors and County Executive, the Request for Proposal, and as a guaranty for the completion of the development approved by the City of Milwaukee, which obligations shall be performed in compliance with the other terms and conditions of this Agreement. The Deposit shall be in a form approved in advance in writing by the County. The Deposit shall be returned to the Developer within 10 days after the earlier of (i) the date of substantial completion of the Project as evidenced by a certificate of substantial completion from the Developer's architect; or (ii) the date a certificate of occupancy is issued, provided the Developer has submitted the proper Community Benefits Records to satisfy its Community Benefits Reporting obligation.

2.2 Condition of Property; Construction of Infrastructure. At Closing, as contemplated by the Option Agreement, the County shall deliver possession of the Property to the Developer in substantially the condition as existed on the date of the Option Agreement but otherwise "AS-IS" (as to physical condition) except as otherwise represented herein or in the Option Agreement. The County shall not be responsible for performing any grading or compaction work with respect to the Property. The Property was part of the former Park East Freeway Corridor and contained above and below grade freeway structures. The demolition of the elevated freeway structures included the partial or complete removal of the below-grade freeway support elements and related infrastructure (except piles). The City of Milwaukee, Department of Public Works managed the demolition of the elevated freeway structures as well as the removal of the below-grade freeway support elements and related infrastructure. Prior to the existence of the freeway, the subject property contained various buildings and/or structures as more particularly described in the Request for Proposal. Therefore, the property may contain foundations, building materials, and/or various debris from the previous demolition, and any remaining freeway support elements or related infrastructure. The Developer is solely responsible for and must make adequate allowance for all excavation and disposal costs necessary for the Project. The Request for Proposal provides additional information regarding the condition of the Property. The Developer shall be solely responsible for all property development costs, including, but not limited to, extension of water and sewer laterals to the Property and the replacement of sidewalks and curb cuts. Developer hereby releases and disclaims any claim, damage, loss, injury or obligation whatsoever of

the County in any way relating to or arising out of the physical condition of the Property, any matters described in this Section 2.2, and/or any material, substance, or contaminant located in, under, upon, or migrating to or from the Property, regardless of the source. Such disclaimer and release shall include any action at law or in equity, whether arising out of contract or tort law.

2.3 General Requirements. The Developer agrees that during construction it shall use reasonable efforts to (a) cause its contractors working on the Project to remove all waste products and rubbish from the Property and the infrastructure areas related to their work in a manner and time consistent with industry standards, and if any such waste products and rubbish are left on site, it shall be responsible for removing the same, and (b) use reasonable efforts to keep the Property and areas of access thereto in a neat and presentable state.

2.4 Labor Standards. The construction of the Project on the Property shall be subject to the following labor standards: (a) overtime at prevailing overtime rates for work on Saturday, Sunday and legal holidays and for more than 40 hours per week or 8 hours in any calendar day, (b) minimum hourly base wage rates and minimum hourly fringe benefits as specified in the Wisconsin Department of Workforce Development's Final Determination of annual prevailing wages in Milwaukee County and Attachment M of the Request for Proposal and (c) compliance with the Prevailing Wages and Employment Data section of the Park East Redevelopment Compact. These labor standards shall be included in each contract and subcontract in connection with development of the Project. The Developer shall maintain records of compliance and require each contractor and subcontractor to maintain records of compliance for verification as reasonably requested by the County. Failure to pay prevailing wages could result in the Developer forfeiting all or a portion of its Performance Deposit to the County as liquidated damages, restitution to workers not paid the appropriate wage, and being disqualified from obtaining future contracts from the County.

2.5 Nondiscrimination and Affirmative Action. In construction of the Project and performance of its duties and obligations hereunder, the Developer shall not discriminate against any employee or applicant for employment (and the Developer shall use reasonable efforts to eliminate any such discrimination by its contractors) based on ancestry, arrest record, conviction record, creed, genetic testing, honesty testing, marital status, membership in the national guard, state defense force or any reserve component of the military forces in the United States or the State of Wisconsin, pregnancy or child birth, sexual orientation, race, color, national origin, age, sex or disability which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. The Developer will post in conspicuous places, accessible to employees, notices setting forth the provisions of the foregoing nondiscriminatory clause. The Developer will strive to

implement the principles of equal employment opportunities through an effective affirmative action program, which program shall have as its objective to increase the utilization of women, minorities and handicap persons, and other protected groups in the Developer's employment at the Project for so long as it is located there, and in construction of the Project. The Developer shall cause its contractors and subcontractors and any assignee to comply with this Section 2.5 and Section 2.6 with respect to construction of the Project.

2.6 DBE Participation Goals. The Developer and its contractors shall commit to ensuring that Disadvantaged Business Enterprises (DBEs) certified through the Wisconsin Uniform Certification Program (WIUCP) have an equal opportunity to receive and participate in the Project. Developer and its contractors shall be required to meet a goal of 25 percent DBE participation for construction project costs and 17 percent DBE participation for professional services project costs (“Minimum DBE Goal”). To satisfy this requirement, the Developer must meet or exceed the Minimum DBE Goal, or demonstrate that it has made a “good faith effort” to reach the goal (“Minimum Good Faith Efforts”). Prior to Closing, the County will assist the Developer in developing a detailed compliance plan (“PERC Compliance Plan”) which will outline the Minimum DBE Goal, what constitutes Minimum Good Faith Efforts and what monthly reporting requirements the Developer must undertake. The PERC Compliance Plan, an example of which is attached hereto as **Exhibit K**, is subject to the approval of the County. The County shall use the standards, policies and procedures of the CBDP Section of Milwaukee County to determine acceptability of the DBE provisions. Failure to abide by the DBE portion of its PERC Compliance Plan could result in the Developer forfeiting all or a portion of its Deposit to the County as liquidated damages and being disqualified from obtaining future contracts with the County.

2.7 Workforce Goals – Residential Hiring. The Developer shall commit to a goal of _____ percent of total Project hours (construction and professional services) being allocated to Milwaukee County residents. The Developer’s PERC Compliance Plan will restate this goal, outline the minimum good faith efforts necessary to achieve the goal and specify the reporting requirements of the Developer. Monitoring of this goal by the Developer will be provided through the monthly payroll reporting of contractors and subcontractors. Failure to reach this goal could result in the Developer forfeiting all or a portion of its Deposit to the County as liquidated damages and being disqualified from obtaining future contracts with the County.

2.8 Workforce Goals – Apprenticeship and Training Opportunities. The Developer shall commit to a goal of having _____ percent of all worker hours (construction and professional services) participate in job training or apprenticeship programs. The Developer’s PERC Compliance Plan will restate this goal, outline the minimum good faith efforts necessary to achieve the goal and specify the reporting requirements of the Developer. Participation will be monitored through payroll reports

from all contractors and subcontractors, and with the assistance of local organizations. Achievement of this goal is consistent with the terms of the Enhanced Apprenticeship and Training section of the PERC. Failure to reach this goal could result in the Developer forfeiting all or a portion of its Deposit to the County as liquidated damages and being disqualified from obtaining future contracts with the County.

2.9 Public Transportation Opportunities. The Developer shall agree to include in its project a planned area to be used for Milwaukee County Transit System (MCTS) Bus Stops, BikeShare kiosks, and/or Milwaukee Streetcar boarding areas. In the absence of a current transportation route located along the Project boundaries, the Developer shall agree to grant the County a floating easement along the right-of-way for purposes of establishing such area in the future. Developer will determine the location of the easement in conjunction with Milwaukee County's Department of Public Works and/or the City of Milwaukee.

3. Defaults and Remedies.

3.1 Events of Default by the Developer. Any one or more of the following events are hereby defined as, declared to be, and constitute an "Event of Default" by the Developer for purposes of this Agreement: (a) a Construction Stoppage (as defined in Section 2.1 hereof) by the Developer, subject to extension for Force Majeure Delays; (b) the Developer fails to commence construction of the Project by the Project Commencement Date, or achieve the Excavation Completion Date, subject to extension for Force Majeure Delays; (c) the Developer falls materially behind in the Construction Schedule subject to Force Majeure Delays; (d) the Developer fails to complete construction of the Project by the Project Completion Date, subject to extension for Force Majeure Delays or (e) the failure of the Developer to perform any other term, condition or covenant to be performed or observed by the Developer, subject to extension for Force Majeure Delays. In the event an Event of Default by the Developer shall occur, the County shall send written notice to the Developer (the "Default Notice") specifying the nature of the default in detail, and the Developer shall have 30 days after receipt of the Default Notice to cure such Event of Default. In the event that the Developer does not cure such Event of Default within such 30-day period (or such other reasonable time as necessary if such default cannot be cured within 30 days and the Developer, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion), the County may pursue any available remedy against the Developer, either at law or in equity, including, without limitation, the right to pursue specific performance, collect actual damages for the Developer's failure to perform (including, without limitation, the damages, if any, related to, or arising out of, the infrastructure related to the Property and the cost of financing used to construct such infrastructure, and any guaranty thereof, any costs associated with overtime or additional labor forces in order to timely construct the Project, and other

outside fees, including reasonable attorneys' fees). In addition to the other remedies provided for herein, the Developer agrees to pay the County an additional per day payment of \$2,000 for each day the Developer is late in achieving the required milestone dates described in Section 3.1(b), (c) and (d) (the "Late Payments"). These Late Payments shall be made immediately upon demand by the County.

The Developer agrees that damages will not be an adequate remedy at law and that the County shall have the right to an injunction or other judgment of specific performance to enforce any provision in this Development Agreement, the Request for Proposal, the Redevelopment Plan, the Disadvantaged Business Enterprise and Prevailing Wages and Employment Data sections of the Park East Redevelopment Compact, the City of Milwaukee zoning code, the County ordinances or any other State or Federal law. Venue for such action shall be Wisconsin State Court with venue in Milwaukee County. The County shall be entitled to its reasonable attorneys' fees in any action, in which it prevails, to enforce such provisions, including the actual costs of Milwaukee County Corporation Counsel's office if it is the attorney for the County or reasonable attorney fees for other attorneys that may be hired by the County.

In the case of an Event of Default under Section 3.1(b) hereof, which is not cured by the Developer within 30 days after receipt of a Default Notice, the County may exercise an option to repurchase the Property at a purchase price equal to 85% of the purchase price paid by the Developer for the Property less the option fee paid by the Developer by giving the Developer notice thereof. If the County paid brokerage fees to the Developer's registered broker at Closing, the amount shall be credited to the County, thereby reducing the 85% repurchase price. In the event that the County exercises its option to repurchase, the Developer shall re-convey the Property to the County within 30 days of receipt of such notice by general warranty deed, free and clear of all liens and encumbrances except those liens and encumbrances described in the warranty deed delivered by the County to the Developer in the Developer's acquisition of the Property plus no monetary encumbrances which do not materially affect the value or use of the Property, utility easements granted by the Developer, and real estate taxes for the year of repurchase, if any, with a customary proration credit to the County for real estate taxes for such year. The Developer shall also execute the applicable Wisconsin Real Estate Transfer Return, pay all transfer taxes in connection with the transfer and execute a certificate of nonforeign status and other reasonably requested documentation as is customary for similar transfers.

3.2 Events of Default by the County. If the County shall fail to perform any other term, condition or covenant to be performed or observed by the County for more than 30 days after receipt by the County of written notice from the Developer specifying in detail the nature of such failure (or such other reasonable time as is necessary if such default cannot be cured within 30 days and the County, upon receipt of such notice, promptly commences the process of curing such default and diligently and

continuously pursues such cure to completion), the Developer may pursue any available remedy against the County at law or in equity including, without limitation, the right to pursue specific performance or injunctive relief and collect actual damages for the County's breach of failure to perform (including reasonable attorneys' fees).

3.3 Rights and Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times of any other rights or remedies for the same default or any other default by the other party.

3.4 Costs and Attorneys' Fees. In the event any legal or equitable action or proceeding shall be instituted to enforce any provision or agreement contained herein, the party prevailing in such action shall be entitled to recover from the losing party all of its costs including court costs and reasonable attorneys' fees. The prevailing party shall be such party that substantially obtains the relief sought with or without the commencement of litigation.

4. General Provisions.

4.1 Conveyance of the Property. Prior to substantial completion of construction of the Project, the Developer shall not, except as permitted by this Agreement, convey any interest in the Property without the prior written approval of the County, which approval shall not be unreasonably withheld or delayed. This prohibition shall not be deemed to prohibit or restrict leasing to tenants for occupancy, conveying condominium units for occupancy and/or granting any other right to occupy and use any portion or portions of a Building. Further, notwithstanding the foregoing, the Developer may assign its interest in this Agreement to an affiliate of the Developer or an entity of which the Developer or some or all of the members or shareholders of the Developer are members or shareholders. As used in this Section 4.1, "affiliate" means any corporation, limited liability company, limited liability partnership or other entity, which directly or indirectly controls or is controlled or is under common control the Developer. Nothing herein shall be deemed to prohibit, restrict or otherwise limit the Developer from selling, leasing or otherwise transferring the Property or interest therein after substantial completion of construction of the Project on such Property.

Notwithstanding anything to the contrary contained in this Agreement, the Developer reserves the right, at its sole discretion at any time during the term of this Agreement, to join and associate with other individuals or entities in joint ventures, partnerships or otherwise for the purpose of developing the Project subject, however, to the following conditions:

(a) The Developer shall promptly notify the County in writing of the identity of any such additional parties;

(b) The Developer shall remain fully responsible to the County as provided in this Agreement, shall not be released from its obligations hereunder and shall remain the Developer's managing member; and

(c) Such additional parties shall be deemed approved unless rejected in writing by the County within twenty (20) days after written notice thereof to the County by the Developer. In connection with the County's determination hereunder, the County shall only take into consideration the reputation of any such additional parties, and the County shall not withhold approval unreasonably. Any notice from the County disapproving such additional parties shall specify the reasons therefore.

Notwithstanding any other provision contained herein, nothing herein shall limit, restrict or prohibit the Developer from entering into any mortgage, deed of trust, sale and lease-back or any other form of conveyance or any form of equity or income participation, including but not limited to a partnership or joint venture, required by a lending institution for the purpose of securing a loan to be used for financing the acquisition of the Property, the construction of the Project thereon and any other expenditures necessary and appropriate to develop the Property. The words "mortgage" and "deed of trust" as used herein includes all other appropriate modes of financing real estate acquisition, construction and land development.

4.2 Liens. Until the Project is substantially completed in compliance with the requirements contained herein, the Developer shall take all commercially reasonable steps to prohibit any construction liens to be filed against the Property or the Project thereon.

4.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither the Developer nor the County shall be considered in breach or default of its obligations with respect to the construction of the Project (including the Project Commencement Date, Construction Stoppage or the Project Completion Date) or the construction of any items of the infrastructure, as the case may be, in the event that a delay in the performance of such obligations is due to causes which were beyond its reasonable control, such as adverse weather conditions, strikes, acts of God, acts of a public enemy, acts of any governmental authorities (including the County in the case of the Developer), fire, flood, epidemics, embargoes or shortages of material from all reasonable sources, which shall not in any event include any economic hardship or delay due to the condition of the economy or real estate market ("Force Majeure Delay"). In the event of a Force Majeure Delay, the time for performance of the affected obligation shall be extended for the period of the Force Majeure Delay; provided, however, the delayed party shall, within 15 business days after the occurrence of the event causing the

Force Majeure Delay, deliver written notice to the other party of the cause thereof. Failure to deliver written notice of such delay (with appropriate back-up documentation) shall constitute a waiver of the delayed party's right to claim an extension of its time period because of the Force Majeure Delay.

4.4 Notices. All notices and demands by either party to the other shall be given in writing and personally delivered or sent by United States certified mail, return receipt requested, postage prepaid, and addressed:

To the County: Teig Whaley-Smith, Economic Development
 Director
 Department of Administrative Services
 2711 West Wells Street
 Milwaukee, WI 53208

with a copy to: _____, Principal Assistant
 Milwaukee County Corporation Counsel
 901 North 9th Street, Room 303
 Milwaukee, WI 53233

To the Developer:

with copies to:

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt or refusal to accept delivery.

4.5 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and masculine genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(d) The laws of the State of Wisconsin shall govern this Agreement.

(e) Since both parties to this Agreement have had adequate opportunity to review and negotiate its terms, in no event shall this Agreement be construed against the drafter.

4.6 Waivers. Waiver by the County or the Developer of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of any future breach of the same or any other term, covenant or condition of this Agreement.

4.7 Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

4.8 Entire Agreement and Amendments. This Agreement, including exhibits, and all documents referenced herein, contains all the covenants and agreements between the County and the Developer relating in any manner to development of the Project and other matters set forth in this Agreement. No prior oral agreements or understandings pertaining thereto shall be valid or of any force or effect, and the covenants and agreements of this Agreement shall not be altered, modified or amended except in writing signed by the County and the Developer and recorded in the office of the Register of Deeds for Milwaukee County. The County and the Developer reserve the right to modify and amend this Agreement without the joinder or approval of any other party.

4.9 Duration of Covenants. The County and the Developer agree that, upon the Developer's request, within thirty (30) days after satisfaction of the applicable Developer's obligations under Article 2 herein, the County shall either concur with such request as evidenced by a recordable Certificate (in which case such unapplied portion of the Deposit shall be returned to Developer), indicating that all such applicable obligations have been satisfied hereunder and that those provisions of this Agreement have been

satisfied, or reject such request and state which applicable obligations have not yet been completed.

4.10 Authority. The Developer hereby acknowledges and agrees that it is a validly formed and existing [limited liability company] formed in the State of_____. The undersigned signatory has the requisite power and authority, statutory and otherwise, to enter into and perform this Agreement pursuant to its terms and conditions without any further notice or consent from any person or entity. Promptly following request by the County, Developer shall deliver copies of its corporate resolution or other authorizing documentation demonstrating that it has the power and authority to enter into this Agreement. The County hereby acknowledges and agrees that the undersigned signatories have the requisite power and authority, statutory or otherwise, to enter into and perform this Agreement, pursuant to its terms and conditions without any further notice or consent from any person or entity. Promptly following request by the Developer, the County shall deliver copies of its corporate resolution or other authorizing documentation demonstrating that is has the power and authority to enter into this Agreement.

4.11 Successors. Except as otherwise expressly provided herein, all of the covenants, agreements, terms and conditions of this Agreement shall run with the Property and inure to the benefit of and be binding upon the County and the Developer and their respective successors and assigns and any party obtaining any interest in the Property after the date hereof, including, without limitation, any condominium unit owner, occupants and/or tenants of the Property. Notwithstanding anything to the contrary contained herein, the right of enforcement of the terms, conditions or covenants of this Agreement to be performed or observed by the Developer is solely vested in the County or any successor entity to the County.

4.12 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors and assigns and the Developer or its successors and assigns. In entering into this Agreement, and in acting in compliance herewith, the Developer is at all times acting and performing as an independent contractor duly authorized to perform acts required of it hereunder. This Agreement does not create the relationship of principal, an agent or of partnership or joint venture or any other association between the County and the Developer, the sole relationship between the County and the Developer being that of a seller and purchaser of land, with certain obligations, covenants and responsibilities described herein.

4.13 Records and Audits. Once per year, upon commercially reasonable notice by the County, the Developer shall allow the County, the Milwaukee County Department of Audit, or any other party the County may name, when and as they demand, to audit, examine and make copies of, excerpts or transcripts from any records

or other information directly relating to matters under this Development Agreement. The Developer shall maintain and make available to the County the above-described audit information for no less than three years after conclusion of the obligations and responsibilities of the Developer described herein and required by this Development Agreement.

4.14 Environmental Indemnification.

(a) Conveyance of the Property to the Developer is "AS-IS" and without warranty or representation as to soil, subsoil, Hazardous Material and other environmental conditions. The Developer hereby agrees to indemnify, hold harmless, and defend County from and against any and all liabilities, claims, penalties, forfeitures, and suits, and all reasonable costs and expenses, including the cost of defense, settlement, and reasonable attorney's fees and/or any other Environmental Damages related to, or arising out of, soil, subsoil and environmental conditions arising out of, or in any way connected with the presence of any Hazardous Material on, in, under or migrating to or from the Property, including but not limited to, liability arising out of or in any way connected with the investigation, monitoring or cleanup under any federal, state or local law or regulation or ordinance Environmental Requirements or any Hazardous Material on, in or under or migrating to or from the Property.

(b) The Developer shall be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Property or surrounding areas by the Developer, its employees, contractors, agents or guests, and/or Hazardous Materials whose presence pre-exists the inception of the Developer's possession, located in and on the Property, regardless of whether they are discovered or disturbed as a result of the Developer's construction activities on, at or near the Property. The Developer shall indemnify, defend and hold the County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) related to, or arising out of, such Developer's obligations, or failure to perform such obligations described above, and any claim, action or damages asserted against the County by any party or governmental agency related to, or arising out of an Environmental Regulation or Hazardous Material at, in, under, or migrating to or from the Property.

The parties acknowledge and agree that environmental conditions and risks were factored into the purchase price of the Property and that the Developer's environmental indemnities benefiting County shall be as broadly and liberally construed as possible so as to provide the maximum

protection possible to the County from liability, and the Developer hereby further waives any right to argue that for any reason this indemnification section is ambiguous or confusing or that it should in any way be construed against the County.

(c) Notwithstanding anything else to the contrary herein, the Developer shall be released from its obligations under section 4.14 if (i) the County exercises its option to repurchase pursuant to section 3.1 but only regarding such contamination that existed prior to the Closing or (ii) there is migration of Hazardous Materials from any County owned property to the Property, and such migration of Hazardous Materials is actively caused by the County, but only regarding such contamination actively caused by the County.

4.15 Guaranty. _____ hereby guarantees the performance of all of the Developer's obligations hereunder and by the date of execution of this Agreement, shall execute a guaranty in a form approved in writing by the County.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

[Execution Pages Follow]

DEVELOPMENT AGREEMENT
MILWAUKEE COUNTY
EXECUTION PAGE

MILWAUKEE COUNTY

By: _____
Name: Chris Abele
Its: County Executive

Attest:
By: _____
Name: Joseph J. Czarnezki
Its: County Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 20__ by Chris Abele as County Executive of Milwaukee County.

(_____)
Notary Public, State of Wisconsin
My Commission _____

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 20__ by Joseph J. Czarnezki, as County Clerk of Milwaukee County.

(_____)
Notary Public, State of Wisconsin
My Commission _____

Approved for Execution by Corporation Counsel

Reviewed by Risk Management

By: _____

By: _____

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Option Agreement

EXHIBIT C

“Building” Description

EXHIBIT D

County Board Resolution File No. 04-492

EXHIBIT E

“Project” Description

EXHIBIT F

“Request for Proposal” Official Notice No. _____

EXHIBIT G

Approved City “Project” Plans

EXHIBIT H

“Project” Costs including land acquisition cost

EXHIBIT I

County "Project" Approval
Board Resolution File No. _____

EXHIBIT J

Construction Schedule

EXHIBIT K

Approved DBE Compliance Plan

Attachment O - Model Option to Purchase

OPTION TO PURCHASE
[PROPERTY ADDRESS]
Milwaukee, Wisconsin

For and in consideration of the sum of **Fifty Thousand Dollars (\$50,000.00)** (“Option Fee”) tendered herewith, Milwaukee County (“County”) does hereby grant unto **[DEVELOPER NAME]** (“Developer”) an exclusive Option to Purchase (“Option”) the property at **[PROPERTY ADDRESS], Milwaukee, WI** (“Property”) and more particularly described in **Exhibit A** attached hereto, on the following terms and conditions:

1. **Purpose.** This Option is granted to Developer for the sole purpose of acquiring the Property and constructing a building according to the plans attached as **Exhibit B**, for use as [Project Use] and installing site improvements in accordance with plans approved by the County. Developer shall be responsible for all site development costs, including, but not limited to, extension of water and sewer laterals to the property line and the provision or replacement of sidewalks and curb cuts.
2. **Purchase Price.** The purchase price shall be [Purchase Price] (\$ _____) (“Purchase Price”) payable by certified check or wire transfer at time of closing, subject to the customary deductions and prorations.
3. **Term.** The Option shall be in effect for a period of twelve (12) months (“Option Period”), commencing with the date the County executes this Option. The Option Period may be extended at the option of the Economic Development Director for Milwaukee County for up to two (2) additional six (6) month periods. Developer must request the extension in writing and submit a check for \$25,000 for each renewal (“Renewal Fee”) and a progress report on efforts to prepare final construction plans and obtain firm financing. Each six-month extension will result in an increase in the Purchase Price by \$12,500, in accordance with County Board Resolution 08-30(a)(d). In the event the Economic Development Director refuses to extend the Option, Developer may petition the County Board and County Executive for such extension.
4. **Manner of Exercise.** If Developer decides to exercise this Option, Developer shall exercise by delivering to the County three copies of a signed Development Agreement (“Agreement”), the final version of which shall be negotiated by County and Developer, but that shall be substantially similar to the sample attached as **Exhibit D**. The Agreement shall define Developer’s development obligations (“Project”). This Agreement shall require that Developer shall:
 - a. Close on the Property (“Closing”) on or before expiration of the Option Period as extended;
 - b. Submit final construction plans, including detailed landscape plans (“Final Plans”) and evidence of firm financing without contingencies. Final Plans must be consistent with the Preliminary Plans, including aesthetic design, quality of building materials and use, except as otherwise agreed by the parties. Any Material Alteration, as defined in the Agreement, must be approved by the Economic Development Director. All of the foregoing must be satisfactory to the County in form and substance prior to Closing;
 - c. Commence construction of the Project within sixty (60) days following Closing and be complete within eighteen (18) months (or other time period dictated by the development) following commencement. All construction must be according to approved Final Plans.
 - e. Execute a PERC Compliance Plan (“PERC Compliance Plan”) with the Department of Administrative Services – Economic Development Division and the Community Business Development Partners (CBDP) department of Milwaukee County prior to Closing. The PERC Compliance Plan includes goals and minimum good faith efforts for Disadvantaged Business Enterprise (DBE) participation, residential hiring, workforce development (apprenticeship/job training) and the payment of prevailing

wage. Developer's goal for DBE participation is at least 17% of professional services Project costs and 25% of construction Project costs. Developer shall meet with CDBP prior to closing and shall consult the CDBP website for County certified DBE contractors. Developer's goal for residential hiring is _____ percent of the hours worked on the Project being performed by Milwaukee County residents. Developer's goal for workforce development is _____ percent of the hours worked utilizing job training and apprenticeship programs.

- f. Submit at Closing a Performance Deposit in the amount of **fifty thousand and No/100ths Dollars (\$50,000.00)** ("Deposit"). The Deposit shall not be applied against the purchase price, but shall be held by the County to guarantee completion of the project. The Deposit shall be returned to the Developer without interest upon successful completion of the Project in accordance with terms of the Agreement and the conditions expressed herein, as certified by the Economic Development Director on behalf of County. All or part of the Deposit may be retained if Developer fails to complete the Project as agreed in the Agreement.

After execution, a memorandum of the Agreement ("Memorandum of Agreement") will be recorded with the Register of Deeds and the Property title encumbered until successful completion of the Project and submittal of required DBE, Residential Hiring and Workforce Development reports as certified by the Economic Development Director on behalf of County at which time the parties shall execute and record a termination of the Agreement.

5. **Additional Closing Terms.**

- a. **Option and Renewal Fee Credit.** The Option and Renewal Fees shall be credited toward the Purchase Price only if Developer closes on the Property. The Option and Renewal Fees are non-refundable except if the County is unable to deliver marketable title.
- b. **Restrictions on Assignment.** This Option shall not be assigned by Developer without the written consent of the County. Any assignment of the Option by the Developer in violation of the terms of this Option shall result in termination of the Option by the County and retention of the Option and Renewal Fees as liquidated damages.
- c. **Adjustments and Prorations.** At Closing, County and Developer will make the following adjustments and apportionments of expenses with respect to the Property:
- (i) **Prorations.** General real estate taxes for the current tax year, if any, will be pro-rated at Closing. Special assessments of record, if any, shall be paid by the Developer.
 - (ii) **Title Insurance.** County shall pay for the cost of a standard form of owner's title insurance policy ("Title Policy"). Developer will pay for the cost of extended coverage and any endorsements to the Title Policy which Developer obtains from the Title Company (as hereinafter defined) and for the costs of any lender's title insurance policy.
 - (iii) **Transfer and Recording Taxes.** County is exempt from paying real estate transfer taxes, per s. 77.25(2), Wis. Stats., but shall pay the costs of recording the Deed (as hereinafter defined) and 1/2 of any escrow closing costs charged by the Title Company for escrows requested by the County. Developer shall pay 1/2 of the escrow closing costs charged by the Title Company.
 - (iv) **Other Costs.** All other costs will be allocated in accordance with the customs prevailing in similar transactions in the greater metropolitan area in which the Property is located.
- d. **Title and Survey.**
- (i) During the Option Period, Developer shall obtain: (1) a title commitment on the Property ("Title Report") from a title company chosen by Developer ("Title Company") together with such endorsements thereto as Developer may reasonably require; and (2) an ALTA/ACSM survey of the Property ("Survey"). Developer shall review the Title Report and Survey and satisfy itself as to all title and survey matters affecting the Property during the Option Period.

- (ii) At Closing, County shall convey to Developer, by general warranty deed, fee simple title to the Property, subject, however, to the Permitted Exceptions (as defined herein). The “Permitted Exceptions” shall consist of: (1) the lien of current general real estate taxes, which are not yet due and payable as of the Closing; (2) zoning and all other applicable laws and governmental regulations which affect the Property; (3) any matters shown on the Survey; (4) acts done or suffered by, through or under, or judgments against, Developer; (5) any recorded easements, restrictions or other documents or matters (including matters which relate to the Survey) shown on the final form of pro forma title policy issued by the Title Company at Closing; and (6) the Development Agreement.
 - (iii) Notwithstanding the foregoing, no mortgages, other loan security instruments, construction liens, judgment liens or other financial encumbrances encumbering all or part of the Property (“Financing Liens”) shall be deemed to be Permitted Exceptions. At or before the Closing, County shall cause the Property to be released from all Financing Liens created by County and shall cause any such Financing Liens not created by Developer but which encumber the Property to be bonded and insured over to the reasonable satisfaction of Developer and the Title Company. Developer may use proceeds from the Purchase Price to obtain such release.
 - (iv) At Closing, County shall (1) execute Title Company’s customary form of owner’s title affidavit(s) and indemnities as needed to delete any pre-printed exceptions from the Title Policy, but in any event acceptable to County in its reasonable discretion, and (2) execute such other instruments as are customarily and reasonably required by the Title Company for compliance with tax reporting or disclosure requirements and which are acceptable to County in its reasonable discretion.
- e. **Closing.** Closing shall be held at the office of the Title Company or such other place mutually acceptable to the parties on the earlier of: (i) the date which is thirty (30) days after the date Developer exercises the Option; or (ii) at such other time as the parties may mutually agree (“Closing” or “Closing Date”). If the date determined for Closing as provided above falls on a day other than a business day, the Closing Date shall be postponed to the next following day which is a business day. As used herein, the term “business day” shall mean any day other than Saturday, Sunday or a holiday for the State of Wisconsin or national banks. The parties shall cooperate and use reasonable efforts to affect an escrow style closing or in such other fashion as may be reasonably acceptable to the parties and settlement agent that will not require personal attendance at Closing.
- f. **Closing Deliveries.**
- (i) **County’s Closing Documents.** On the Closing Date, County will execute and/or deliver to the Title Company or cause to be executed and/or delivered the following documents in form and content acceptable to Developer (collectively, “County Closing Documents”):
 - (1) **Deed.** A General Warranty Deed conveying the Property to Developer subject to only the Permitted Exceptions (“Deed”).
 - (2) **Title Documents.** Such other documents in form and substance reasonably acceptable to County and as may be reasonably required by Title Company in order to issue the Title Policy required by this Option, including, without limitation, any seller’s affidavit and “gap” undertaking.
 - (3) **Closing Statement.** A closing statement in form and substance acceptable to both County and Developer, and consistent with the terms, provisions and conditions of this Option (“Closing Statement”).
 - (4) **Transfer Tax Declarations.** Such transfer tax and similar declarations, affidavits or certificate as may be required by applicable law, completed in a manner reasonably acceptable to Developer.

- (5) **Miscellaneous.** Such other documents, instruments and affidavits in form and substance reasonably acceptable to County as will be reasonably necessary to consummate the transaction contemplated by this Option, including, without limitation, affidavits identifying any registered brokers involved as the only persons entitled to a brokerage or similar commission in connection with consummation of the transaction contemplated herein.
- (ii) **Developer’s Closing Documents.** On the Closing Date, Developer will execute and/or deliver or cause to be executed and/or delivered to the Title Company the following (collectively, “Developer’s Closing Documents”):
 - (1) **Purchase Price.** The Purchase Price, plus or minus prorations and other adjustments, if any, by certified check or wire transfer of immediately available funds.
 - (2) **Closing Statement.** The Closing Statement.
 - (3) **Miscellaneous.** Such other documents, instruments and affidavits in form and substance reasonably acceptable to County as will be reasonably necessary to consummate the transaction contemplated by this Option, including, without limitation, affidavits identifying any registered brokers involved as the only persons entitled to a brokerage or similar commission in connection with consummation of the transaction contemplated herein.
- (iii) **Escrow Closing.** This transaction will be closed through an escrow with the escrow department of the Title Company, in accordance with the terms and conditions of this Option. Payment of the Purchase Price and delivery of the Closing Documents will be made through the escrow.
- (iv) **Possession.** Possession of the Property shall be delivered to Developer on the Closing Date.

6. Property Condition.

- a. County shall convey the Property in its "as is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure, excepted as provided herein.
- b. County discloses that the Property may contain old building foundations, building materials and other debris. Without changing the “AS-IS/WHERE IS” nature of this transaction, Developer is aware that the Property is or may be affected by adverse geotechnical conditions due to the presence of these materials or due to the bearing capacity of the soil. County has conducted no geotechnical investigation of the Property and assumes no liability for any subsurface conditions. Developer shall include in the construction budget an allowance for extraordinary site excavation, disposal of materials unsuitable for construction and/or additional fill to allow construction. Developer is encouraged to undertake a geotechnical investigation and other due diligence reviews that it deems necessary upon execution of this Option by both parties.
- c. County shall not provide a survey of the Property.
- d. Developer may conduct a geotechnical investigation and/or site survey of the Property prior to Closing upon written approval of the County. To obtain County permission, Redevelopment must submit to County scopes of work for the proposed activity, timing for the work and evidence of insurance according to the limits in **Exhibit C**. Upon submittal of the required information, County shall provide a written right-of-entry to Developer, its contractor and agents.
- e. Developer is responsible for maintenance of the Property during the Option Period, including, but not limited to, snow removal service for sidewalks, litter removal and mowing services, as applicable.

7. Economic Development Department Buyer Policy. County shall not sell the Property to any Developer

who as in individual or as a member of a company, shareholder of a corporation, or partner in a partnership, any of the following conditions apply:

- a. Delinquent real estate or personal property taxes due the any municipality in Milwaukee County.
- b. Building or health code violations that are not being actively abated.
- c. Convicted of violating an order of the Department of Neighborhood Services or Health Department of any municipality within Milwaukee County within 12 months preceding Closing.
- d. Convicted of a felony crime that affects property or neighborhood stability or safety.
- e. Outstanding judgment to Milwaukee County or any municipality within Milwaukee County.

((a)-(e) inclusive, "Economic Development Department Buyer Policy")

If Developer is found to violate any condition of the Economic Development Department Buyer Policy, the County shall give Developer notice to correct this condition prior to expiration of the Option, as extended or other such period as determined by the Economic Development Director. If the violation is not corrected within the specified period, this Agreement may be canceled at the option of the County and all Option Fees, Renewal Fees and Deposit shall be retained by the County as liquidated damages.

8. Environmental Matters.

- a. County shall not provide a Phase I Environmental Site Assessment ("Phase I").
- b. If Developer desires to obtain its own Phase I, the cost for such investigation shall be at Developer's sole expense.
- c. If an authorized Phase I recommends soil and groundwater testing, analyses and reports ("Phase II"), the Phase II cost shall be at Developer's sole expense. Developer may only conduct a Phase II after receiving the express written consent of County.
- d. If the Phase II reveals environmental impacts subject to regulation by federal, state or local law or regulations, Developer agrees to remediate the Property, obtain regulatory closure and be solely responsible for all remediation expenses.
- e. Developer may elect to purchase the Property in its current environmental condition without obtaining the Phase II investigation. Developer shall be required to sign at Closing a "Purchaser's Acknowledgment, Waiver and Indemnification Respecting Environmental Conditions Affecting the Property."
- f. If the cost for the Phase II or any required remediation renders the Project economically infeasible, this Option may be canceled at the option of either party.

9. ADA Compliance. Developer agrees to comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.

10. Time is of the Essence. It is understood that time is of the essence as to the provisions of this Option.

11. Miscellaneous.

- a. **Consent.** The parties agree that whenever the consent or approval of a party is required hereunder, that such consent or approval shall not be unreasonably withheld, delayed or encumbered. With respect to consents or approvals by or from Developer, _____ shall be the authorized person to grant such consents or approvals on behalf of Developer. With respect to consents or approvals by or from County, Teig Whaley-Smith, or his successor, as Economic Development Director, shall be the authorized person to grant such consents or approvals on behalf of County.
- b. **Default.**
 - (i) **County Default.** If County shall (1) fail to consummate the purchase and sale contemplated herein when required to do so pursuant to the provisions hereof, time being of the essence, and Developer is ready, willing and able to perform, or (2) otherwise breach or default under any of the provisions of this Option and County does not cure such failure, beach or default within thirty (30) days after receipt of written notice from Developer specifying the breach or default, then Developer shall be entitled to exercise any and all remedies available to it at law or in equity,

including, without limitation, specific performance of the terms, provisions and conditions of this Option.

- (ii) **Developer Default.** If, prior to Closing, Developer shall (1) fail to consummate the purchase and sale contemplated herein when required to do so pursuant to the provisions hereof, time being of the essence, and County is ready, willing and able to perform, or (2) otherwise breach or default under any of the provisions of this Option and Developer does not cure sure failure, breach or default within thirty (30) days after receipt of written notice from County specifying the breach or default, then County shall have the right, as its sole remedy for default by Developer, to terminate this Option and retain the Option and Renewal Fees as liquidated damages, and Developer and County shall thereafter be relieved of any further obligations under this Option, at law or in equity. Rights and remedies post-Closing shall be as specified in the executed Agreement.
- c. **Broker’s Commission.** Developer represents and warrants to County that it is represented solely by the broker whose information was submitted as Attachment R in the RFP, and who will be subject to receive a fee of \$50,000 per acre, prorated on a hundredth of an acre basis at Closing, provided the conditions of the brokerage registration form, attached as **Exhibit E**, have been satisfied. Developer acknowledges that County will pay only one brokerage fee per development, and that if multiple brokers have registered with Developer’s consent they will have to split the fee proceeds amongst themselves.
- d. **Notice.** Any and all notices, demands, requests, submissions, approvals, consents or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and conditions of this Option or otherwise, shall be in writing and delivered to the parties at their respective addresses below by: (1) personal/hand delivery, which shall be deemed to have been delivered on the date received by the recipient; (2) registered or certified U.S. Mail with return-receipt requested, which shall be deemed to have been delivered on the earlier of (i) the date of delivery to recipient set forth on the return-receipt or (ii) the date that is three (3) business days after being deposited with the U.S. Mail by sender; (3) overnight delivery service (such as Federal Express or other reputable service) with confirmation receipt requested, which shall be deemed to have been delivered on the earlier of (i) the date of delivery set forth on the confirmation receipt of (ii) one (1) business day after being deposited with such service by sender; (4) electronic mail with a hard copy sent by any of the foregoing manners, which shall be deemed to have been delivered on the date sent; provided that, in all cases, postage or delivery charges shall be prepaid.

If to County: Milwaukee County Economic Development
 2711 W. Wells Street, 3rd Floor
 Milwaukee, WI 53208
 Attention: Teig Whaley-Smith
Teig.whaley-smith@milwaukeecountywi.gov

If to Developer: _____

Any party may changes its address for the service of notice by giving written notice of such change to the other party, in an manner above specified.

- e. **Captions.** The section headings or captions appearing in this Option are for convenience only, are not a part of this Option, and are not to be considered in interpreting this Option.
- f. **Entire Agreement; Modification.** This Option, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein contained, and all prior negotiations, discussions, writings and agreements between the parties with respect to the subject

matter herein contained are superseded and of no further force and effect. No covenant, term or condition of this Option will be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

- g. **Binding Effect.** This Option will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- h. **Controlling Law.** This Option will be governed by and construed in accordance with the laws of the State of Wisconsin, without application of the choice of law rules of such State.
- i. **Severability.** The unenforceability or invalidity of any provisions hereof will not render any other provision herein contained unenforceable or invalid.
- j. **Counterparts.** This Option may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Either party may rely upon an electronic copy (pdf) of an executed counterpart of this Option and this Option shall be enforceable against the party executing such counterpart.

12. **Special Conditions**

- a. **Taxable Use.** Conveyance may be subject to a deed restriction requiring the Property shall be taxable for property-tax purposes. The restriction shall require that no owner or occupant of the Property shall apply for, or see, or accept, property-tax exemption (whether under Wis. Stat. §70.11 or otherwise) for the Property, or any part thereof. This restriction shall be a permanent covenant that runs with the land, and may only be released by resolution passed by the County Board and approved by the County Executive.

The Option is executed in two (2) counterparts, each of which shall constitute one and the same instrument.

Exhibit A
Legal Description

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

[TO BE INSERTED]

Address: [TO BE INSERTED]

Tax Key Number: [TO BE INSERTED]

Exhibit B
Plans

Exhibit C
Insurance Requirements - Right of Entry

Insurance certificates must be sent for inspection and approval prior to commencement of the proposed activity to Teig Whaley-Smith, Economic Development Director, Milwaukee County by email to teig.whaley-smith@milwaukeecountywi.gov

TYPE OF INSURANCE

LIMITS

Workers' Compensation

Statutory limits

Employers Liability

Bodily Injury by Accident
Bodily Injury by Disease

Each Accident \$100,000
Each Employee \$100,000
Policy Limit \$500,000

Public Liability

A Comprehensive General or Commercial General Insuring Agreement that provides:

Occurrence Coverage

Premises/Operations Protection
Products Completed Operations Protection
Independent Contractors (owners, contractors protective coverage)
Contractual Liability for Risks Assumed to this agreement

NOTE: If claims made coverage is provided, the policy must be amended so all protected occurrences are covered regardless of when the claim is made.

Bodily Injury/Property Damage

Each occurrence \$1,000,000

General occurrence \$1,000,000
Products/completed operation aggregate \$2,000,000

Automobile

Business Auto Policy that provides:

Liability coverage for all owned, non-owned and hired vehicles
Sudden and Accidental Pollution Coverage
Provide MCS-90 Endorsement when applicable in accordance with the Motor Carrier Act of 1980

Bodily Injury/Property Damage

Each accident \$1,000,000

MILWAUKEE COUNTY MUST BE NAMED AS ADDITIONAL INSURED PARTY ON THE POLICY.

Indemnification

To the fullest extent permitted by law, contractor agrees to defend, indemnify, and hold harmless Milwaukee County, its officers, agents and employees from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever which may come against the County on account of injury or death of any person or persons or damage to any property occurring directly or indirectly from the performance or lack of performance or work hereunder, or negligence or carelessness, by contractor or its employees, agents or servants, including, without limitation, claims related to hazardous substances or environmental liability. The term "hazardous substance" shall include all substances identified as hazardous by Federal, State, County or Municipal Law, Statute, Ordinance, Order or Regulation related to the protection of the environment (including, without limitation, any regulations promulgated by the Federal Environmental Protection Agency or the Wisconsin Department of Natural Resources). The indemnifications contained herein shall survive the completion of the work.

Exhibit D
Development Agreement

[SEE ATTACHED]

Exhibit E

Brokerage Registration Form – RFP Attachment R

Attachment P - Park East Redevelopment Compact (PERC)



COUNTY CLERK

Milwaukee County

MARK RYAN • County Clerk

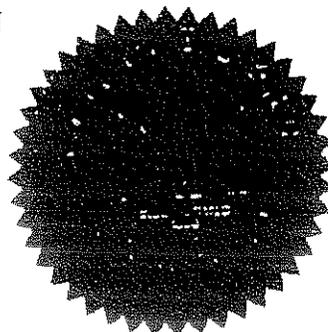
STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

I, Mark Ryan, County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that the attached copy of File No. 04-492 is a true and correct copy of the original resolution duly adopted by the Milwaukee County Board of Supervisors at a meeting held on December 16, 2004.

Given under my hand and official seal, at the Milwaukee County Courthouse, in the City of Milwaukee, this 14th day of February, 2005.

A handwritten signature in cursive script that reads "Mark Ryan".

MARK RYAN
County Clerk



DEC 16 2004

Adopted

15-4

2-3-05

Voted by the Co. Exec.

Veto overridden

15-4

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By Supervisors Johnson, Coggs-Jones, Broderick, Dimitrijevic, Clark, West, White, Holloway, Weishan, Quindel, DeBruin



DEC 16 2004

A RESOLUTION FILE NO. 04-492

To create the Community and Economic Development (CED) Fund and adopt the Park East Redevelopment Compact (PERC) in order to provide additional sustainable community benefits for the development of the County Park East land.

WHEREAS, Milwaukee County will seek the sale of significant real estate assets, including approximately 16 acres of land in the Park East freeway corridor and these lands represent tremendous assets held in trust by Milwaukee County for the benefit of the citizens of this County. This revenue has been used in various ways, but often it has been used to offset basic operating expense or tax levy; and

WHEREAS, while offsetting tax levy to fund operating expense is a tool that is sometimes necessary, such major sales should provide a longer-term and sustainable benefit to the community. True stewardship of these major public resources requires that their sale provide a benefit for the citizens; and

WHEREAS, the redevelopment of the Park East land, by itself, using private development, will not take advantage of unique opportunities to provide sustainable community benefits especially to those in most need of jobs; and

WHEREAS, adoption of the Park East Redevelopment Compact (PERC), as provided in this resolution, will provide the best opportunity to provide increased jobs and tax base not only on this land, but also for the entire community; and

WHEREAS, this resolution also provides for the creation of a Community and Economic Development (CED) Fund. The CED (pronounced 'seed') Fund would be comprised of a series of programs designed to address 'gap' needs in the marketplace and it is not intended to reproduce resources that are available either in the commercial marketplace or through other public resources; and

WHEREAS, the CED Fund recognizes that there are areas where the market does not make available the resources required for sustainable development and by providing those resources, the Fund seeks to be a catalyst that will enable businesses to develop and grow, communities to prosper, and the lives of all of our citizens to be enriched; and

WHEREAS, this Fund would be endowed with all net revenue generated by the sale of land in the Park East Corridor and be used to carry out this resolution for the Park East Redevelopment Compact (PERC); and

APPROVED AS TO FORM

39 WHEREAS, in the future, with the exception of revenue allocated to other
40 purposes by statute, ordinance, resolution, or budget action, revenue produced by the
41 sale of real estate assets (except park land sales) may be allocated to the CED Fund by the
42 County Board at the time of each sale; and

43 The following are some possible uses of the CED Fund:

- 44
- 45 • Minority Business Working Capital
- 46 • Small & Minority Business Contract Financing
- 47 • Housing Development
- 48 • Neighborhood Business Development
- 49 • Economic Development
- 50 • Environmental Mitigation/Brownfields
- 51 • Carry out Park East Redevelopment Compact (PERC); now therefore,
- 52

53 BE IT RESOLVED that this resolution adopts the principle and creation of the
54 Community Economic Development (CED) Fund and adopts the Park East
55 Redevelopment Compact (PERC) with the specifics of the policies and procedures to
56 implement this resolution to be adopted separately by the County Board; and

57 BE IT FURTHER RESOLVED, that the following Park East Redevelopment Compact
58 (PERC) establishes the policies for the sale of the County's Park East land to achieve the
59 goal of providing additional sustainable community benefits for the development of this
60 land:

61 1. Competitive Development Agreements

62 Each parcel of Park East land will be sold through a competitive Request for Proposals
63 (RFP) which shall be reviewed and approved by the County Board. Milwaukee
64 County should not just sell the land for the highest price offered but rather should
65 seek development proposals which will provide the greatest future benefit in jobs, tax
66 base and image for the community, as well as, a fair price. The policies to carry out
67 the PERC will be contained in the RFP and the final legal requirements will be
68 included in each development contract. These contracts will be for 27 years or until
69 the Tax Incremental District (TID) is terminated. (A parcel may be all or part of one or
70 more blocks as contained in the each RFP.)

71

72 2. Cooperation with Existing Organizations

73 Milwaukee County will cooperate with and use existing governmental and private
74 organizations, programs and funding sources whenever possible to carry out these
75 PERC policies.

76

77 3. Community and Economic Development Fund (CED)

78 The County CED fund may be used to carry out these PERC policies whenever other
79 funding is not available. The CED fund is described in other parts of this resolution.

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4. Disadvantaged Business Enterprise (DBE)

Milwaukee County will include their current DBE policies, as they apply to county construction contracts, in all RFP's and development contracts. The Office of Community Business Development Partners shall assist in administering this provision.

5. Enhanced Apprenticeship and Training

All RFP's and development contracts shall contain additional apprenticeship and training requirements, using existing agencies whenever possible. Participation in County sponsored training shall meet county established income and residency requirements.

6. Local Employment and Coordination

Milwaukee County will hire one or more non-profit community economic development agencies to assist in coordinating the DBE, training and local employment requirements. All employment vacancies for developers, contractors, trainees, owners and tenants, who will work on the County Park East land, will be required to be provided to the County and the County's designated coordinating agencies, so that they may assist local applicants to apply for these vacancies. This requirement will end with the TID.

Milwaukee County and many in the community have as a goal that the workforce on the Park East property reflect the racial diversity of Milwaukee County. The Milwaukee County Board and the community asks and expects businesses and contractors to make a good faith effort to employ racial minorities consistent with their numbers in the County's workforce. (The 2000 county census population (over age 18) was 68.7% White, 20.4% Black, 7.2% Hispanic and 3.7% other). Reports will be required to determine whether this goal is being achieved.

7. Prevailing Wages and Employment Data

All RFP's and development agreements will require the payment of prevailing wages for construction employees as is now required for most public works projects. Developers, owners and tenants will be required to provide an annual report to Milwaukee County with the number of non-construction full and part time employees working on the Park East project. Milwaukee County will develop the required report which will include the wage ranges and whether employees have health or retirement benefits. This report will be designed to help measure the job impact of the PERC. This requirement will end with the TID.

8. Affordable Housing

Milwaukee County will sponsor the construction of new affordable housing of not less than 20% of the total housing units built on the County's Park East lands but they may be built on other infill sites in the city of Milwaukee. The County, in each RFP for any

125 given parcel, may require a different percentage of affordable housing or have no
126 requirement at all. The County may use funds from existing housing programs along
127 with County funds to meet this requirement.
128

129 9. Green Space and Green Design

130 Milwaukee County will require that green space and green design be specifically
131 included in all proposals submitted in response to an RFP. The County will consider
132 this information when evaluating and selecting a final developer for each parcel.
133

134 10. Community Advisory Committee and Administration

135 A Community Advisory Committee will be appointed by the Chairman of the County
136 Board, after the adoption of the PERC, which shall advise the County Board on
137 implementing the PERC policies. This committee shall continue until the Tax
138 Incremental District is completed for the PERC area. The Director of Economic and
139 Community Development shall assist this committee in preparing an annual report to
140 the County Board on the effects of the PERC policies. The Director of Economic and
141 Community Development shall administer the PERC agreements with the primary
142 goal to achieve the desired community benefits.
143

144 BE IT FURTHER RESOLVED, that Milwaukee County should seek the input of
145 business and community leaders to assist in carrying out the PERC and CED Fund policies.
146

147
148 10/28/04

149 I:\My Documents\PARK EAST REDEVELOPMENT\Resolution.doc

150 CB/ld

151

Attachment Q - Broker Registration Form

Milwaukee County
Broker Registration Form

Broker Name _____ License Number _____

Agency _____

Address _____ City _____ State _____ Zip _____

Phone _____ Cell _____ Fax _____

Email _____

Client Name (RFP Proposer) _____

Address _____ City _____ State _____ Zip _____

Phone _____ Cell _____ Fax _____

Email _____

Property of Interest:

Park East Block(s) _____ Lot(s) _____

Broker's Acknowledgment

I represent and warrant that I am the sole broker for the above-listed client, and that I am not, nor will I be at the time of sale, a principal of my client or any entity having an ownership interest in my client. I acknowledge that Milwaukee County will not pay brokerage fees to brokers who are also buyers, nor will Milwaukee County pay multiple brokerage fees for the same properties. Moreover, I represent and warrant to the County that I am a licensed real estate broker in the State of Wisconsin and that my license remains in good standing. I acknowledge that Milwaukee County will verify this information and recognize that I will be ineligible to receive the brokerage fees described below if misrepresentations pursuant to this acknowledgement are uncovered. I shall hold harmless and indemnify Milwaukee County from any and all claims, costs or expenses, including attorney's fees, which may arise out of any actions or inactions or representations made by me in connection with the sale of this property.

As the registered broker for my client in compliance with the above-stated terms, I am entitled to a flat brokerage fee of \$50,000 per acre, prorated on a hundredth of an acre basis, at the time of closing if closing occurs within 24 months of my client entering into an option to purchase with the County. If closing does not occur in that 24 month time frame, I am not entitled to any brokerage fees and shall have no cause of action against the County.

In addition to my signature below, please find the signature of my client, indicating it has seen and agreed to the above.

Broker Signature _____ Date _____

Client Signature _____ Date _____