Milwaukee County

Request for Proposals

Acquisition and Development of a Commercial/Industrial Building at
9150 Watertown Plank Road, Wauwatosa, WI 53226
(Taxkey # 3729999017)

RFP # 7131

Issue Date: August 4, 2016

INFORMATION SUMMARY SHEET

RFP Title: Acquisition and Development of the Vacant Food Service Building, 9150 Watertown Plank Rd, Wauwatosa, WI (Taxkey # 3729999017)

RFP Issuing Office: Milwaukee County – Department of Administration – Economic Development

RFP Issue Date: August 4, 2016

RFP Proposal Receipt Deadline (Rolling): 2:00 PM, the 1st Monday of every month (unless that falls on a holiday) beginning October 3, 2016. The initial schedule for submission dates shall be as follows:

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

*This date is a Tuesday, as New Year's Day coincides with the first Monday in January.

RFP Submission Location:

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

RFP Contact/Administrator:

Sherri Jordan, Associate Project Manager
633 W. Wisconsin Avenue, Suite 903
Telephone: (414) 278-7862
E-mail: sherri.jordan@milwaukeecountywi.gov

Proposal can be found on Milwaukee County's website: http://county.milwaukee.gov/mced

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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 – Topographical Maps

Attachment I – Prevailing Wage Information

Attachment J – DBE Information

Attachment K – Model Development Agreement

Attachment L – Model Option to Purchase

SECTION 1 - PURPOSE AND BACKGROUND

1.1 PURPOSE

This Request for Proposal (RFP) is to solicit a buyer and developer for a commercial/industrial building at 9150 Watertown Plank Rd, Wauwatosa, WI 53226 in Milwaukee County. (See **Attachment G**).

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 2.11 and 2.12 below.

1.2 BACKGROUND

The property is located in the City of Wauwatosa, Milwaukee County.

It is a two-to-three-story former food service facility containing approximately 22,650 square feet of gross rentable building area, with 35,028 square feet of total building area including the basement level, on an approximate 3.36-acre site. Total building area includes a basement, comprised of administration offices, food storage areas and restrooms; a ground level floor of approximately 13,300 square feet, comprised of food preparation space, restrooms, and miscellaneous space; a second level of approximately 7,650 square feet, comprised of food storage areas, restrooms, and an area once utilized as a cafeteria; and a small third level of about 1,700 square feet, utilized as a mechanical room. The building was originally constructed in 1957, with a small addition constructed in 1992. The property does not include any road or other public right of way.

The property is just to the north of the primary area of the Milwaukee Regional Medical Center (MRMC). The subject is further identified as Assessor's Parcel ID (API) 372-9999-017. **(See Attachment H)**.

SECTION 2 - CONDITIONS OF RFP

2.1 ZONING

The Property is zoned a SP-MED Medical Center District by the City of Wauwatosa. A variety of medical oriented uses are allowed. Permissible uses include college/university, hospital, administrative office, professional office, medical office, medical clinic, and research service uses. Conditional uses include group living, adult family home, community living arrangement, treatment foster home, day care, detention or correctional, library, cultural, park, recreation, community or recreation center, playground, golf course, swimming pool, tennis court, religious assembly, safety services, school, minor or major utility services, restaurant, parking, indoor or

outdoor sports and recreation, community garden, farmer's market, nurseries and greenhouses, and helipad uses.

2.2 POTENTIAL USE

The land use provisions and building/site requirements should align with any City of Wauwatosa city planning provisions for the area. Proposers may submit redevelopment proposals that contemplate new uses of the Property, including demolition of existing building and/or construction of new structure(s), or may submit proposals to operate the Property as-is, with little or no modification to the existing building.

2.3 UTILITIES

Utilities available to the site include water, storm and sanitary sewer, electricity, natural gas, and telephone. It is the responsibility of the Proposer to verify with the City of Wauwatosa 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

Property contain no known environmental conditions.

2.5 SUBSOIL CONDITIONS

Soil borings for the subject were not available; however, existing improvements in the area suggest no developmental problems with subsoils.

The Proposer is responsible for all costs associated with soil testing. 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

The management of stormwater and other surface discharge within the City of Wauwatosa is a matter of that affects the health, safety and welfare of the city, its citizens and businesses.

In order to protect the health, safety and welfare of the public the common council of the city of Wauwatosa establishes a stormwater management system and authorizes the establishment of a fee in connection.

The costs of operating and maintain the stormwater management system and financing necessary repairs, replacement, improvement and extension thereof should, to the maximum extent practicable, be allocated in direct relationship to the contributions to the system.

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 any 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 Property and the Successful Proposer agrees to re-convey the Property by "Quit Claim 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 $10,000. 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 Wauwatosa. No interest will be paid on the Deposit.

2.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

Milwaukee County encourages the utilization of Disadvantaged Business Enterprises (DBEs). Contractor shall comply will all provisions pursuant to the Milwaukee County Code of General Ordinances Chapter 42 when and where applicable. If the definition of "Targeted Firms" expands pursuant to Milwaukee County Code of General Ordinances to include Minority Business Enterprises (MBEs), Women Owned Business Enterprises (WBE), Small Business Enterprises (SBEs), or others then the Proposer should include a utilization plan to address this expanded definition.

2.10 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.

Prior to closing, Proposer will enter an agreement with Milwaukee County, to ensure compliance with its provision of the community benefits set forth in this RFP.

2.11 DEVELOPMENT AGREEMENT

Successful Proposer may be required to enter into a Development Agreement, as part of the Successful Proposer closing. The Development Agreement would include, but not be limited to, the project make-up, the commitments, obligations, audit access 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, 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.

2.12 GRANT OF OPTION

The requirements of this section 2.12 are in addition to the Performance Deposit required in section 2.8 above.

Upon approval of a Successful Proposer by the County Executive, Comptroller and/or and individual from the Intergovernmental Cooperation Council (ICC) the Successful Proposer will be granted a nonassignable twelve (12) month option to purchase**.** 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 Wauwatosa 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 $10,000 option fee in the form of a certified cashier's check or money order for the twelve-month option period. The $10,000 option fee shall be credited against the purchase price at closing, but is nonrefundable if the sale does not close.

In the event the Successful Proposer does <u>not</u> 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 <u>not</u> be refunded.

2.13 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 Wauwatosa (with City permit to commence construction, if available). Final design shall be substantially consistent with the proposal approved by the County Executive, Comptroller and/or and individual from the Intergovernmental Cooperation Council (ICC).
- Project financing satisfactory to Milwaukee County.
- Executed Development Agreement, including DBE, and Workforce goals.

2.14 AUDIT

The Successful Proposer shall allow the County, the County Audit Services Division and any other party the County may name, with or without notice, to audit, examine, access and make copies of any and all records, books files and premises of the Contractor for a period of up to three years following the date of last payment. The contractor understands and will abide by Milwaukee County Ordinance Chapter 34. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

SECTION 3 – PROCESS AND CONTENT OF PROPOSAL

3.1 PRE-PROPOSAL CONFERENCE

There may be an open-house style Pre-Proposal Conference. Extensive information on the property and the process and any potential Pre-Proposal Conference can be found at: http://county.milwaukee.gov/realestate.

3.2 PROPOSAL QUESTIONS

This RFP is issued by the Milwaukee County Department of Administrative Services – Economic Development Division. 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 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; 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 acquisition and redevelopment of a commercial/industrial property in Wauwatosa on a continuous basis until the Property is under option. Every 1st Monday of the month at 2:00 p.m. CST, beginning October 3, 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 three (3) 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
RFP #: 7131
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.

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.

3.4.2 PURCHASE PRICE

Request 4: Proposers shall complete and submit Attachment F in a separate sealed envelope.

3.4.3 QUALIFICATIONS

Request 5: 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 6: 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 7: 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 8: 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 9: 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 10: Proposers shall provide a narrative indicating the compatibility of the proposed use with the adjacent land uses and compliance with the City of Wauwatosa Comprehensive Plan, and the City of Wauwatosa 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 11: 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 alternative like BikeShare kiosks. Please indicate if the project is being designed for a LEED or other green certification.

3.4.8 DBE GOAL AND PLAN

Request 12: 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 <u>not</u> a requirement.

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 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.

3.4.9 WORKFORCE: RESIDENTIAL HIRING GOAL AND PLAN

Request 13: 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 14: 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 15: 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.

If Proposer anticipates a property tax exempt end use of the Property, Proposer may provide a written commitment to a Payment In Lieu of Taxes (PILOT) to the appropriate taxing jurisdictions.

3.4.12 PROJECTED JOBS CREATED

Request 16: 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 17: Enclosed is a draft of the proposed Development Agreement (see **Attachment K**) and Option (see **Attachment L)**. 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 action of the County Executive, Comptroller and/or an individual from the Intergovernmental Cooperation Council (ICC).

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 – 75 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 – 75 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.

Financial Feasibility — 0 – 20 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 – 10 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 *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.*	0 – 10	points
Workforce: Apprenticeship and Training Goal & Plan *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.*	0 –10	points
Projected Tax Base *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.*	0 – 50	points
Projected Jobs Created *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.*	0 – 50	points
Total Points Available	400	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 or Proposers are 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 County Executive, Comptroller and/or and individual from the Intergovernmental Cooperation Council (ICC) subject to their approval. An agreement will only be executed following final approval by the County Executive, Comptroller and/or and individual from the Intergovernmental Cooperation Council (ICC) of the recommendation to award the contract.

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 bid 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 G – 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 bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder 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 County Board approval 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 a Commercial/Industrial

Building at 9150 Watertown Plank Road, Wauwatosa, 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 County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representatives vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC 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 a Commercial/Industrial

Building at 9150 Watertown Plank Road, Wauwatosa, 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 a Commercial/Industrial Building at 9150 Watertown Plank Road, Wauwatosa, Wisconsin
RFP Issuing Office:	Milwaukee County – Department of Administration – Economic Development
RFP Issue Date:	August 4, 2016
RFP Number:	#7131

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 INFOMRATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COULSEL 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 a Commercial/Industrial Building at 9150 Watertown Plank Road, Wauwatosa, Wisconsin
RFP Issuing Office:	Milwaukee County – Department of Administration – Economic Development
RFP Issue Date:	August 4, 2016
RFP Number:	#7131

Purchase Price Offered: _____

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print
Date _____

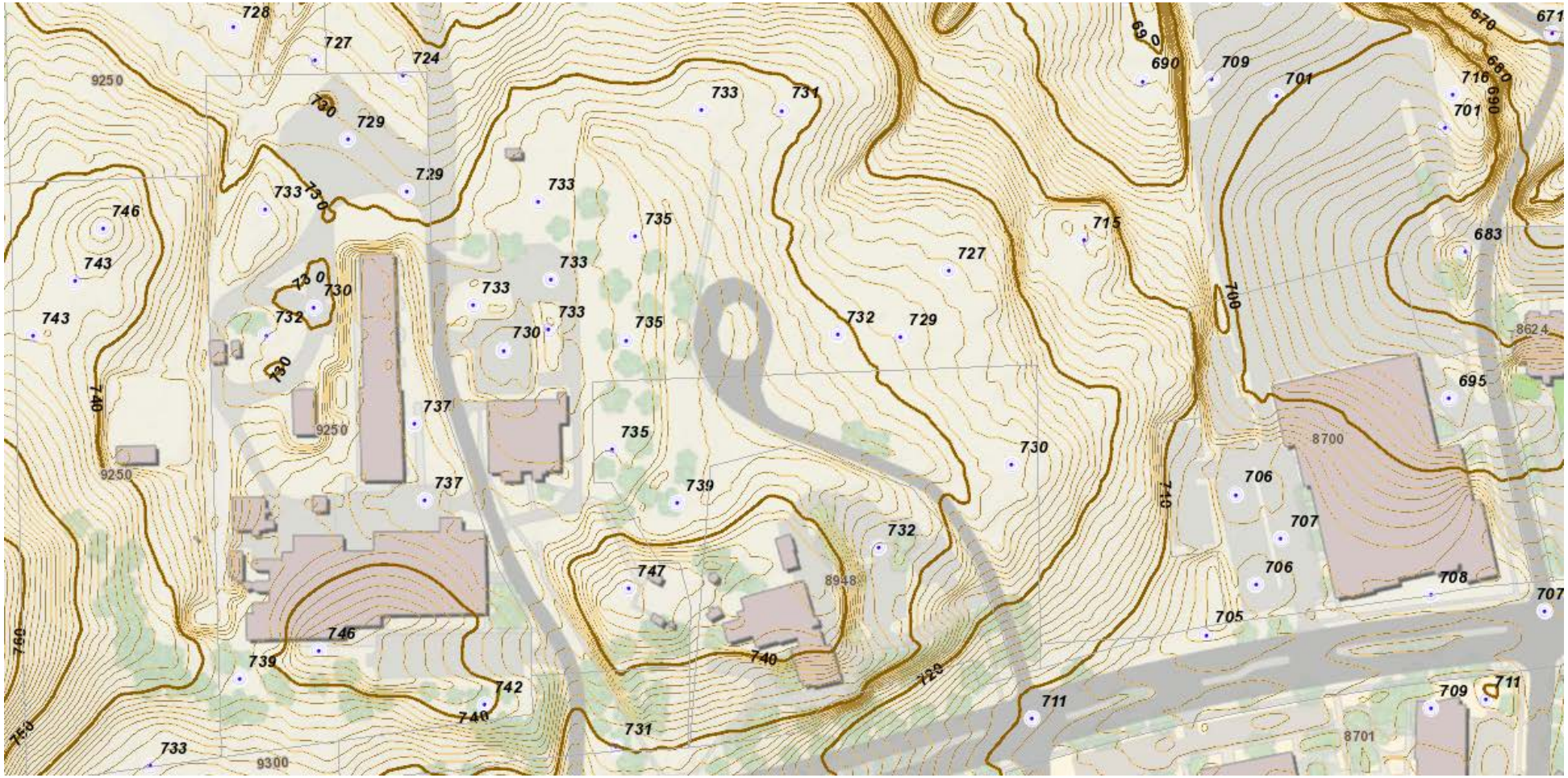
Please complete and submit in a separate sealed envelope marked "Attachment F – Purchase Price Offer"

ATTACHMENT G – Property Description and Map

That portion of land located in Wauwatosa, Wisconsin described as follows:

LANDS IN S 1/2 OF SW 1/4 SEC 21-7-21 LYING SW OF RR EXC SANDERSON'S SUBD AS PLATTED AND EXC THAT PT DESC AS BEG NW COR SANDERSON'S SUBD TH N 20 FT NE 136.85 FT S 16.81 FT NE 15.08 FT TH SW 152.57 FT TO P.O.B. AND EXC PT AS DESC IN DOC NO 7390971 AND EXC CSM 6548 AND EXC COM ON W LI CSM 6548 124.60 FT N OF INTERSEC OF S LI SD 1/4 SEC AND W LI SD CSM TH SW 70 FT NW 206.64 FT NE 70 FT TH SE

Tax parcel: 3729999017


728
727
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9250
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732
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735
715
727
683
700
732
729
8624
695
740
9250
737
735
730
8700
9250
737
739
706
707
732
747
8948
706
708
707
705
746
739
740
742
740
720
711
709
711
750
731
8701
733
9300

ATTACHMENT I – Prevailing Wage Information

Department of Workforce Development
Final Determination
Annual prevailing wage rate survey data
MILWAUKEE COUNTY
Compiled by the State of Wisconsin
For All Public Works, Except State Highways
Effective Friday, January 1, 2016
07/22/2016 12:58:19 PM

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**	$35.28	$20.96	$56.24	
	Future Note: Add $1.65/hr on 6/1/2016.				
102	**Boilermaker**	$30.21	$21.97	$52.18	
103	**Bricklayer, Blocklayer or Stonemason**	$36.74	$19.26	$56.00	
	Future Note: Add $1.45 on 06/06/2016				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
104	**Cabinet Installer**	$35.28	$20.96	$56.24	
	Future Note: Add $1.65/hr on 6/1/2016.				
105	**Carpenter**	$35.28	$20.96	$56.24	
	Future Note: Add $1.65/hr on 6/1/2016.				

	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
106	**Carpet Layer or Soft Floor Coverer**	$35.28	$20.96	$56.24	
	Future Note: Add $1.65/hr on 6/1/2016.				
107	**Cement Finisher**	$32.88	$19.88	$52.76	
	Future Note: Add $1.45 on 05/31/2016				
108	**Drywall Taper or Finisher**	$30.42	$21.19	$51.61	
	Future Note: Add $1.00/hr eff. 06/01/2016; Add $1.05/hr eff. 06/01/2017				
109	**Electrician**	$35.13	$23.19	$58.32	
	Future Note: Add $1.60 on 6/1/16; Add $1.70 on 6/1/17				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
110	**Elevator Constructor**	$43.84	$27.09	$70.93	
111	**Fence Erector**	$24.73	$19.69	$44.42	
112	**Fire Sprinkler Fitter**	$39.66	$21.11	$60.77	
113	**Glazier**	$34.45	$18.99	$53.44	
	Future Note: Add $.90/hr eff. 06/01/2016				
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	$23.72	$54.49	
117	**Lather**	$34.13	$20.61	$54.74	
118	**Line Constructor (Electrical)**	$40.81	$18.06	$58.87	
119	**Marble Finisher**	$25.72	$18.54	$44.26	
120	**Marble Mason**	$35.89	$18.77	$54.66	
121	**Metal Building Erector**	$19.00	$2.00	$21.00	
122	**Millwright**	$29.78	$26.38	$56.16	01/29/2016
	Future Note: Add $1.35/hr on 6/1/2016.				

123	**Overhead Door Installer**	$28.73	$0.00	$28.73	
124	**Painter**	$30.07	$21.19	$51.26	
	Future Note: Add $1.00/hr on 06/01/2016; Add $1.05/hr on 06/01/2017				
	Premium Note: Add $.20/hr for paperhanging; Add $.35/hr for bridge, iron and drywall; Add $.75/hr for spraying and sandblasting; Add $.60/hr for EIFS work; Add $1.00/hr for lead based paint removal.				
125	**Pavement Marking Operator**	$30.00	$19.61	$49.61	
126	**Piledriver**	$30.58	$27.54	$58.12	
	Future Note: Add $1.60/hr on 6/1/2016.				
	Premium Note: Add $.65/hr for Piledriver Loftsman; Add $.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
127	**Pipeline Fuser or Welder (Gas or Utility)**	$41.01	$21.54	$62.55	
129	**Plasterer**	$30.22	$20.53	$50.75	
130	**Plumber**	$39.62	$20.12	$59.74	01/09/2016
	Future Note: Add $2/hr on 6/1/16; Add $2/hr on 6/1/17.				
132	**Refrigeration Mechanic**	$42.36	$21.99	$64.35	01/09/2016
	Future Note: Add $2.00 on 6/1/16; Add $2.00 on 6/1/17				
133	**Roofer or Waterproofer**	$29.65	$18.61	$48.26	
134	**Sheet Metal Worker**	$37.91	$21.05	$58.96	
135	**Steamfitter**	$42.36	$21.99	$64.35	01/09/2016
	Future Note: Add $2.00 on 6/1/16; Add $2.00 on 6/1/17				
137	**Teledata Technician or Installer**	$26.00	$17.74	$43.74	
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
138	**Temperature Control Installer**	$41.01	$21.54	$62.55	
139	**Terrazzo Finisher**	$25.72	$18.54	$44.26	
140	**Terrazzo Mechanic**	$31.59	$19.60	$51.19	
	Future Note: Add $1.45 on 06/06/2016				

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	$16.40	$41.72	
	Future Note: Add $1/hr on 6/1/2016; Add $1/hr on 6/1/2017.				
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**	$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**	$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	$18.19	$38.19	
204	**Articulated, Euclid, Dumptor, Off Road Material Hauler**	$33.02	$19.15	$52.17	01/09/2016
	Future Note: Add $1.60/hr on 5/30/2016.				
205	**Pavement Marking Vehicle**	$20.00	$18.19	$38.19	
207	**Truck Mechanic**	$20.00	$18.19	$38.19	
LABORERS		**HBR**	**FB's**	**Total**	**Change Date**
301	**General Laborer**	$29.01	$17.39	$46.40	01/09/2016

302	**Asbestos Abatement Worker**	$19.00	$0.00	$19.00	
303	**Landscaper**	$14.00	$11.63	$25.63	
310	**Gas or Utility Pipeline Laborer (Other Than Sewer and Water)**	$20.83	$18.39	$39.22	
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...**	$35.52	$19.15	$54.67	01/09/2016
	Future Note: Add $1.60/hr on 5/30/2016.				
502	**Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry E...**	$35.52	$19.15	$54.67	01/09/2016
	Future Note: Add $1.60/hr on 5/30/2016.				
503	**Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 ...**	$35.22	$19.15	$54.37	01/09/2016
	Future Note: Add $1.60/hr on 5/30/2016.				
504	**Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.**	$41.65	$21.71	$63.36	01/09/2016
505	**Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge E...**	$44.05	$23.24	$67.29	01/09/2016
	Future Note: Add $1.25/hr on 1/1/2017.				
	Premium Note: Add $.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).				
506	**Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...**	$39.20	$23.09	$62.29	01/09/2016
	Future Note: Add $1.25/hr on 1/1/2017.				
507	**Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Opera...**	$36.72	$21.15	$57.87	01/09/2016

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...**	$41.66	$20.65	$62.31	01/09/2016
	Premium Note: Crane Operators with CCO certification add $.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add $.50/hr. Over 300 ton OR 300 ft. add $.01/hr. per foot OR ton whichever is greater.				
509	**Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizon...**	$41.16	$20.65	$61.81	01/09/2016
	Premium Note: Crane Operators with CCO certification add $.50/hr.				
510	**Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lb...**	$40.66	$20.65	$61.31	01/09/2016
	Premium Note: Crane Operators with CCO certification add $.50/hr.				
511	**Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Ove...**	$39.97	$20.65	$60.62	01/09/2016
512	**Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft ...**	$38.09	$20.65	$58.74	01/09/2016
513	**Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...**	$32.94	$20.65	$53.59	01/09/2016
514	**Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).**	$37.04	$22.44	$59.48	01/09/2016
	Future Note: Add $1/hr on 5/30/2016.				
515	**Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).**	$34.76	$20.30	$55.06	01/09/2016
516	**Fiber Optic Cable Equipment**	$21.00	$0.00	$21.00	

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**	$35.89	$18.77	$54.66	

105	**Carpenter**	$34.13	$20.61	$54.74	
107	**Cement Finisher**	$31.44	$22.39	$53.83	
	Future Note: Add $1.75 on 6/1/16.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.				
109	**Electrician**	$35.13	$23.19	$58.32	
	Future Note: Add $1.60 on 6/1/16; Add $1.70 on 6/1/17				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
111	**Fence Erector**	$24.73	$19.69	$44.42	
116	**Ironworker**	$32.50	$20.58	$53.08	
118	**Line Constructor (Electrical)**	$40.81	$18.06	$58.87	
125	**Pavement Marking Operator**	$30.00	$19.61	$49.61	
126	**Piledriver**	$30.11	$26.51	$56.62	
130	**Plumber**	$39.95	$19.45	$59.40	01/09/2016
	Future Note: Add $1.50 on 6/1/16				
135	**Steamfitter**	$41.01	$21.54	$62.55	01/09/2016
137	**Teledata Technician or Installer**	$25.63	$17.25	$42.88	
143	**Tuckpointer, Caulker or Cleaner**	$34.28	$18.60	$52.88	
144	**Underwater Diver (Except on Great Lakes)**	$31.00	$20.43	$51.43	
146	**Well Driller or Pump Installer**	$25.32	$16.40	$41.72	
	Future Note: Add $1/hr on 6/1/2016; Add $1/hr on 6/1/2017.				
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**	$28.57	$13.71	$42.28	

	ONLY				
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**	$19.00	$0.00	$19.00	
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	01/09/2016
205	**Pavement Marking Vehicle**	$19.00	$0.00	$19.00	
207	**Truck Mechanic**	$19.00	$0.00	$19.00	

LABORERS		**HBR**	**FB's**	**Total**	**Change Date**
301	**General Laborer**	$29.73	$18.32	$48.05	01/09/2016
	Future Note: Add $1.25/hr eff. 06/06/2016				
	Premium Note: Add $2.29 for bottomman; Add $2.15 for concrete manhole builder, bracer, jointman, or pipelayer; Add $5.44 for blaster. Add $2.00 for all tunnel work under 15 lbs. compressed air; Add $2.00 for 0-30 lbs. compressed air; Add $3.00 for over 30 lbs. compressed air.				
303	**Landscaper**	$41.00	$0.00	$41.00	
304	**Flagperson or Traffic Control Person**	$19.31	$15.21	$34.52	
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	

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...**	$38.09	$20.80	$58.89	01/09/2016
	Premium Note: Add $.25/hr for operating tower crane.				

522	**Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lb...**	$37.31	$20.80	$58.11	01/09/2016
	Premium Note: Add $.25/hr for operating tower crane.				
523	**Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal o...**	$36.36	$20.80	$57.16	01/09/2016
	Premium Note: Add $.25/hr for operating tower crane.				
524	**Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft ...**	$33.69	$21.75	$55.44	01/09/2016
525	**Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...**	$33.91	$20.80	$54.71	01/09/2016
	Premium Note: Add $.25/hr for operating tower crane.				
526	**Boiler (Temporary Heat); Forklift; Greaser; Oiler.**	$31.89	$20.15	$52.04	01/09/2016
527	**Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.**	$41.65	$21.71	$63.36	01/09/2016
528	**Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge ...**	$41.65	$21.71	$63.36	01/09/2016
529	**Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...**	$36.72	$21.15	$57.87	01/09/2016
530	**Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operat...**	$36.72	$21.15	$57.87	01/09/2016

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**	$33.95	$19.88	$53.83	
	Future Note: Add $1.75 on 6/1/16.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New				

	Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.				
109	**Electrician**	$35.13	$23.19	$58.32	
	Future Note: Add $1.60 on 6/1/16; Add $1.70 on 6/1/17				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
111	**Fence Erector**	$35.62	$0.00	$35.62	
116	**Ironworker**	$30.77	$23.72	$54.49	
118	**Line Constructor (Electrical)**	$40.81	$18.06	$58.87	
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	**Roofer or Waterproofer**	$30.40	$2.23	$32.63	
137	**Teledata Technician or Installer**	$25.63	$17.25	$42.88	
143	**Tuckpointer, Caulker or Cleaner**	$34.28	$18.60	$52.88	
144	**Underwater Diver (Except on Great Lakes)**	$36.74	$16.00	$52.74	
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**	$25.78	$18.96	$44.74	
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
204	**Articulated, Euclid, Dumptor, Off Road Material Hauler**	$30.82	$21.85	$52.67	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.				
205	**Pavement Marking Vehicle**	$23.82	$17.72	$41.54	
206	**Shadow or Pilot Vehicle**	$25.28	$18.31	$43.59	
207	**Truck Mechanic**	$25.28	$18.31	$43.59	
LABORERS		**HBR**	**FB's**	**Total**	**Change Date**
301	**General Laborer**	$27.51	$20.63	$48.14	
	Future Note: Add $1.00/hr eff. 06/01/2016; Add $1.00/hr eff. 06/01/2017				
	Premium Note: Add $.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add $.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add $.50/hr for line and grade specialist; Add $.65/hr for blaster and powderman; Add $2.01/hr for topman; Add $2.46/hr for bottomman; Add $3.23/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).				
302	**Asbestos Abatement Worker**	$19.00	$0.00	$19.00	
303	**Landscaper**	$27.51	$20.63	$48.14	
	Future Note: Add $1.00/hr eff. 06/01/2016; Add $1.00/hr eff. 06/01/2017				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required				

	by the project provisions (including prep time prior to and/or cleanup after such time period).				
304	**Flagperson or Traffic Control Person**	$23.55	$20.03	$43.58	
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	
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...**	$38.27	$21.85	$60.12	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.				
532	**Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...**	$37.77	$21.85	$59.62	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.				
533	**Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Sca...**	$37.27	$21.85	$59.12	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.				
534	**Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, ...**	$37.01	$21.85	$58.86	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				

	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.				
535	**Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...**	$36.72	$21.85	$58.57	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx..				
536	**Fiber Optic Cable Equipment.**	$21.00	$0.00	$21.00	
537	**Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.**	$41.65	$21.71	$63.36	01/09/2016
538	**Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge E...**	$41.65	$21.71	$63.36	01/09/2016
539	**Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...**	$36.72	$21.15	$57.87	01/09/2016
540	**Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operat...**	$36.72	$21.15	$57.87	01/09/2016

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**	$35.89	$18.77	$54.66	
105	**Carpenter**	$33.02	$17.12	$50.14	
	Future Note: Add $1.42/hr on 6/1/2016.				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				

107	**Cement Finisher**	$34.95	$19.38	$54.33	
109	**Electrician**	$35.13	$23.19	$58.32	
	Future Note: Add $1.60 on 6/1/16; Add $1.70 on 6/1/17				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
111	**Fence Erector**	$24.73	$19.69	$44.42	
116	**Ironworker**	$30.77	$23.72	$54.49	
118	**Line Constructor (Electrical)**	$40.81	$18.06	$58.87	
124	**Painter**	$29.62	$20.74	$50.36	
125	**Pavement Marking Operator**	$30.00	$19.61	$49.61	
126	**Piledriver**	$33.56	$17.12	$50.68	
	Future Note: Add $1.44/hr on 6/1/2016.				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
133	**Roofer or Waterproofer**	$29.65	$18.61	$48.26	
137	**Teledata Technician or Installer**	$25.63	$17.25	$42.88	
143	**Tuckpointer, Caulker or Cleaner**	$34.28	$18.60	$52.88	
144	**Underwater Diver (Except on Great Lakes)**	$36.74	$16.00	$52.74	
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**	$19.00	$0.00	$19.00	
203	**Three or More Axle**	$19.00	$0.00	$19.00	
204	**Articulated, Euclid, Dumptor, Off Road Material Hauler**	$34.69	$20.38	$55.07	01/09/2016
	Future Note: Add $1.60/hr on 6/3/2016.				
205	**Pavement Marking Vehicle**	$19.00	$0.00	$19.00	
206	**Shadow or Pilot Vehicle**	$19.00	$0.00	$19.00	
207	**Truck Mechanic**	$19.00	$0.00	$19.00	
LABORERS		**HBR**	**FB's**	**Total**	**Change Date**
301	**General Laborer**	$29.01	$17.39	$46.40	
303	**Landscaper**	$27.51	$20.63	$48.14	
	Future Note: Add $1.00/hr eff. 06/01/2016; Add $1.00/hr eff. 06/01/2017				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).				
304	**Flagperson or Traffic Control Person**	$19.31	$15.21	$34.52	
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	
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 ...**	$37.67	$20.38	$58.05	01/09/2016
	Future Note: Add $1.60/hr on 6/3/2016.				
	Premium Note: Add $.50/hr for >200 Ton; Add $1/hr at 300 Ton; Add $1.50/hr at 400 Ton; Add $2/hr at 500 Ton & Over.				
542	**Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...**	$37.77	$21.85	$59.62	01/09/2016

	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.				
543	**Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concret...**	$37.27	$21.85	$59.12	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.				
544	**Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tract...**	$37.27	$21.85	$59.12	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.				
545	**Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Con...**	$31.62	$19.78	$51.40	01/09/2016
546	**Fiber Optic Cable Equipment.**	$21.00	$0.00	$21.00	
547	**Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.**	$41.65	$21.71	$63.36	01/09/2016
548	**Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge E...**	$44.05	$23.24	$67.29	01/09/2016
	Future Note: Add $1.25/hr on 1/1/2017.				
	Premium Note: Add $.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).				
549	**Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...**	$36.72	$21.15	$57.87	01/09/2016
550	**Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operat...**	$36.72	$21.15	$57.87	01/09/2016

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 ...**	$36.67	$19.78	$56.45	01/09/2016
552	**Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...**	$37.77	$21.85	$59.62	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.				
553	**Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Sc...**	$36.72	$21.50	$58.22	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
554	**Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment)...**	$36.72	$21.50	$58.22	01/09/2016
	Future Note: Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.				
555	**Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...**	$32.62	$20.38	$53.00	01/09/2016
	Future Note: Add $1.60/hr on 6/3/2016.				
556	**Fiber Optic Cable Equipment.**	$21.00	$0.00	$21.00	

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**	$30.21	$21.97	$52.18	
103	**Bricklayer, Blocklayer or Stonemason**	$30.00	$2.54	$32.54	
104	**Cabinet Installer**	$20.00	$0.46	$20.46	
105	**Carpenter**	$32.80	$0.00	$32.80	
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	$6.24	$33.24	
110	**Elevator Constructor**	$43.84	$27.09	$70.93	
111	**Fence Erector**	$17.00	$0.17	$17.17	
112	**Fire Sprinkler Fitter**	$39.66	$21.11	$60.77	
113	**Glazier**	$38.27	$14.42	$52.69	
114	**Heat or Frost Insulator**	$17.00	$0.00	$17.00	
115	**Insulator (Batt or Blown)**	$17.12	$6.68	$23.80	
116	**Ironworker**	$24.30	$14.25	$38.55	
117	**Lather**	$32.80	$0.00	$32.80	
119	**Marble Finisher**	$25.72	$18.54	$44.26	
120	**Marble Mason**	$30.00	$2.54	$32.54	
121	**Metal Building Erector**	$13.60	$6.57	$20.17	
123	**Overhead Door Installer**	$26.00	$5.11	$31.11	
124	**Painter**	$28.84	$7.83	$36.67	
125	**Pavement Marking Operator**	$30.00	$19.61	$49.61	
129	**Plasterer**	$22.00	$0.00	$22.00	
130	**Plumber**	$38.37	$5.96	$44.33	01/09/2016
132	**Refrigeration Mechanic**	$28.50	$2.56	$31.06	01/09/2016
133	**Roofer or Waterproofer**	$30.45	$18.60	$49.05	

	Future Note: Add $1.25/hr eff. 06/01/2016				
134	**Sheet Metal Worker**	$26.13	$17.37	$43.50	
135	**Steamfitter**	$15.00	$2.04	$17.04	01/09/2016
137	**Teledata Technician or Installer**	$22.50	$12.74	$35.24	
138	**Temperature Control Installer**	$21.42	$7.84	$29.26	
139	**Terrazzo Finisher**	$25.72	$18.54	$44.26	
140	**Terrazzo Mechanic**	$31.55	$18.26	$49.81	
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**	$17.00	$0.65	$17.65	

TRUCK DRIVERS		**HBR**	**FB's**	**Total**	**Change Date**
201	**Single Axle or Two Axle**	$20.00	$0.42	$20.42	
203	**Three or More Axle**	$18.75	$2.00	$20.75	
205	**Pavement Marking Vehicle**	$18.75	$2.00	$20.75	
207	**Truck Mechanic**	$18.75	$2.00	$20.75	

LABORERS		**HBR**	**FB's**	**Total**	**Change Date**
301	**General Laborer**	$20.00	$8.29	$28.29	
302	**Asbestos Abatement Worker**	$18.00	$5.52	$23.52	
303	**Landscaper**	$22.61	$0.00	$22.61	
311	**Fiber Optic Laborer (Outside, Other Than Concrete Encased)**	$18.53	$0.00	$18.53	
315	**Final Construction Clean-Up Worker**	$15.00	$0.00	$15.00	

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	01/09/2016
558	**Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Beltin...**	$34.17	$19.15	$53.32	01/09/2016
	Future Note: Add $1.60/hr on 5/30/2016.				

ATTACHMENT J – DBE Information

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 DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the contract bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned DBE participation requirements 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 DBE participation goals on this project (Attach additional pages if necessary.)

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements 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 DBE goals. In selecting work to be contracted, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE 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 DBE firms (or broken down into economically feasible units to facilitate DBE participation)?

B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company 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. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE 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 DBE firms?

Yes _____ No _____

Contact was made by: Telephone _____ Correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

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

7. Describe any efforts undertaken to assist interested DBE 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 DBE firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested DBE Firms

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

9. Indicate in the table below which DBE firms submitted quotes on the contract. Also, if any DBE quotes were rejected, provide a brief explanation as to why. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:

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 contractor/consultant to submit information on certain other actions taken to secure DBE participation 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 DBE contract goal, a bidder/proposer shall, in order to be responsive, make good faith efforts to meet the DBE goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE 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 DBE goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

In any situation in which Milwaukee County has established a contract goal, 49 CFR, part 26, 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 requirements. 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 DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE 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 DBE participation. 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 DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.

3. Providing interested DBEs 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 DBEs.

    a. It is the contractor/consultant's responsibility to make a portion of the work available to DBE contractors and to select those portions of the work consistent with the available DBE contractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs 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 DBEs to perform the work.

    b. A contractor/consultant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE 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 DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long reasonable**. Also, the ability or desire of a contractor/consultant to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime contractors/consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor/consultant'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 contractor/consultant's efforts to meet the project goal.

6. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by Milwaukee County or the contractor/consultant.

7. Making efforts to assist interested DBEs 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 DBEs.

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

ATTACHMENT K – Model Development Agreement

DEVELOPMENT AGREEMENT
[PROJECT NAME]

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___, 20___ and attached hereto as **Exhibit B** (the "Option Agreement"). The Property consists of approximately ___acres of land and is located within the Green 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 DBE and Workforce Participation 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 bipheynols (PCBs), asbestos or urea formaldehyde foam insulation.

(f) “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, D and F.** "Material Alteration of the Project" also means any change to the DBE and Workforce Participation Compliance Plan, approved by the Milwaukee County Community Business Development Partners ("CBDP") and the County Economic Development Division.

(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 D**.

(h) "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 E**.

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 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 G**. 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 H**, and as approved by the City of Milwaukee (the "Approved Plans") the cover page of which is attached hereto as **Exhibit F**.

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 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 Workforce Participation Compliance Plan requirements 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 I** (the “Project Completion Date”). The Project Commencement Date and Project Completion Date (as defined on **Exhibit I**) 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 $10,000. 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 North Shore Rail Line. Therefore, the property may contain old rails, fasteners, ties, subgrade materials and/or various debris from the removal of the tracks. The Developer is solely responsible for and must make adequate allowance for all excavation and disposal costs necessary for the Project. 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 H of the Request for Proposal. 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 ("DBE and Workforce Participation 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 DBE and Workforce Participation Compliance Plan, an example of which is attached hereto as **Exhibit J**, 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 DBE and

Workforce Participation 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 DBE and Workforce Participation 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 DBE and Workforce Participation 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. 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 Transportation 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 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. 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

By: _____

Reviewed by Risk Management

By: _____

DEVELOPMENT AGREEMENT

_____

EXECUTION PAGE

_____, LLC, a _____limited liability company
By:_____, a _____
limited liability company, managing member

By: _____
Name: _____
Its: Chief Executive Officer

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__ by _____as Chief Executive Officer of_____, LLC, a _____limited liability company.

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

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Option Agreement

EXHIBIT C

"Building" Description

EXHIBIT D

"Project" Description

EXHIBIT E

"Request for Proposal" Official Notice No. _____

EXHIBIT F

Approved City “Project” Plans

EXHIBIT G

"Project" Costs including land acquisition cost

EXHIBIT H

County “Project” Approval
Board Resolution File No. _____

EXHIBIT I

Construction Schedule

EXHIBIT J

Approved DBE and Workforce Participation Compliance Plan

ATTACHMENT L – 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 CBDP prior to closing and shall consult the CBDP 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 ½ of any escrow closing costs charged by the Title Company for escrows requested by the County. Developer shall pay ½ 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, cosnents 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 or (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.

IN WITNESS WHEREOF, The Developer, [Developer], has signed and sealed this Option this _____ day of _____, 20____.

Developer

BY:

_____

[Authorized Signatory name and title]

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20__, [Authorized Signatory name and title], to me known to be the persons who executed the above and foregoing Option.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) _____

Notary Public
_____ County,
My Commission _____

Approved by the County on _____ by adoption of Resolution No. _____.

IN WITNESS WHEREOF, Milwaukee County, has caused this Option to be duly executed in its name and on its behalf by Teig Whaley-Smith its Economic Development Director.

Milwaukee County

_____
Teig Whaley-Smith
Economic Development Director

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared Teig Whaley-Smith who acknowledged themselves to be the Economic Development Director of Milwaukee County, a Corporation, and that they, as such officers of said Corporation being authorized so to do, executed the foregoing Option for the purposes therein contained for and on behalf of said Corporation and as such officers caused the corporate seal to be hereunto duly affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) _____

Notary Public
Milwaukee County, WI
My Commission _____

Approved for Execution by Corporation Counsel

By:_____

Reviewed by Risk Management

By:_____

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	Each Accident $100,000
Bodily Injury by Disease	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