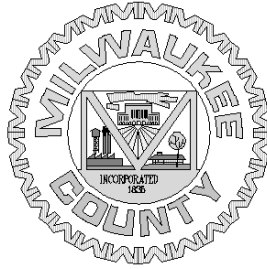


MILWAUKEE COUNTY



Department of Administrative Services

**Department of Parks Recreation and Culture
Veterans Park Lagoon
1010 N. Lincoln Memorial Drive
Milwaukee, WI 53202**

**REQUEST FOR PROPOSAL
FOR**

Veterans Park Lagoon Feasibility Study

PROJECT NO. WP0843011

November 2025

To All Interested Consultants

Project: Veterans Park Lagoon Feasibility Study

Project No.: WP0843011

Subject: REQUEST FOR PROPOSAL

Milwaukee County Department of Administrative Services (DAS), in partnership with Milwaukee County Department of Parks, Recreation and Culture (MCP) is requesting proposals from qualified firms to provide planning and engineering services for the Veterans Park Lagoon Feasibility Study. The study will examine options to improve water quality, habitat health, and recreational opportunities at Veterans Park Lagoon, located at 1010 N. Lincoln Memorial Drive in Milwaukee, Wisconsin.

I. BACKGROUND

Veterans Park Lagoon is a 14-acre manmade waterbody in Milwaukee County's Veterans Park. See Attachment 1 *Project Location* and Attachment 2 *Study Area*. The lagoon and Veterans Park is owned and operated by the Milwaukee County Department of Parks, Recreation and Culture. The lagoon was constructed in the 1920s on Lake Michigan landfill. The lagoon is a highly visible and frequently used park feature but currently suffers from eutrophication, frequent cyanobacteria blooms, invasive species proliferation, sedimentation, and impaired water quality. Milwaukee County has received Great Lakes Restoration Initiative (GLRI) funding to complete a feasibility study to identify practical, cost-effective, and community-supported solutions to the lagoon's water-quality impairments. See Attachment 3 *Grant Document*.

II. GENERAL PROJECT DESCRIPTION

The goal of this feasibility study is to identify viable alternatives for improving water quality and the ecological health of the Veterans Park Lagoon. The selected consultant will lead technical investigations, alternatives evaluations, and conceptual planning while coordinating closely with Milwaukee County, Wisconsin Department of Natural Resources (WDNR), Environmental Protection Agency (EPA), and other identified stakeholders. Successful completion of the feasibility study will identify projects and solutions for water quality, habitat restoration, and recreational use opportunities within Veterans Park.

Following the feasibility study, it is anticipated that designs including construction documents, permitting, historic reviews as necessary, and cost estimates will be prepared through a consultant effort, secured through a competitive proposal process (RFP).

- III. **SCOPE OF CONSULTANT SERVICES:** The successful consultant shall provide all services as specified per the standard terms and conditions of the AIA B101 – 2017 Standard Form of Agreement Between Owner and Consultant (copy will be emailed upon request).

Task 1: Project Management & Communication

Collaboration and Coordination with Partners

The project team will be made up of representatives from the WDNR, Milwaukee County, and other partners. In addition to the project team, MCP is working with partners on various aspects of park improvement and planning within the Veterans Lagoon project area. These partners may include McBoat, Juneau Park Friends, the City of Milwaukee, and others. The selected consultant will help coordinate the various partners and to plan and prepare outreach and communications materials related to the project. The goal of this task is to inform, involve, and obtain feedback from project stakeholders and local communities throughout the project, with a focus on equitable outreach and environmental justice. The Consultant should prepare for and attend a minimum of **four** stakeholder meetings.

The grant for this project is funded by the EPA and administered by the WDNR. The consultant and Milwaukee County must collaborate with the WDNR via the WDNR project manager and other appropriate staff throughout the project. Any reports, fliers, outreach materials developed as part of these grant funds need to acknowledge the funding source and include the DNR and EPA GLRI logo.

Project Meetings and Coordination

The consultant shall coordinate with stakeholders, via email, phone, and virtual/in-person meetings. The Consultant shall prepare agendas, take meeting minutes, and other activities identified.

Project Kick-off Meeting

The consultant will prepare for and lead a project kick-off meeting. The purpose of the meeting will be for staff to meet and to discuss general topics such as project goals and scope, procedures, issues, schedule, and other information needs.

Progress & Planning/Review Meetings

Regular meetings and coordination will be required throughout the project. Consultants shall prepare for and lead monthly, one-hour progress meetings for the duration of the project.

Public Meetings

The selected consultant will be expected to prepare for and participate in public information meetings. Public meetings will be convened by MCP in consultation with the WDNR, EPA, and other project partners. The purpose will be information sharing and gathering feedback related to the feasibility study. Assume a minimum of three public information meetings.

Invoicing

Invoices from the Consultant shall be made on a monthly itemized basis for the actual net costs incurred for review and acceptance. Fees invoiced must be commensurate with progress towards completion of deliverables. Pay request formats shall match as closely as possible to the cost proposal format. Each category from the cost proposal shall detail, by task, the hours and costs of each staff level. All invoices detailing the Consultant's work and subcontracted work shall be attached.

Status Reports

Provide monthly progress status reports along with invoices. The monthly reports shall consist of narrative status reports and project schedule and cost updates. The status reports should include an identification and evaluation of project constraints and issues that may affect project design or construction costs.

Deliverable(s)

- Copies of any public informational meeting presentations, meeting notices, or outreach materials.
- Meeting notes and agendas from kickoff meeting, project progress meetings and any stakeholder meetings.
- Invoices and Monthly progress reports

Task 2: Quality Assurance

Prepare and gain approval from Milwaukee County and the WDNR for a Quality Assurance Project Plan (QAPP). The overall purpose of the QAPP is to define the successful project outcome based on the objectives, data inputs from available resources, and required technical skills to complete the work. The QAPP will outline the procedures used to ensure the data meets the project requirements. The QAPP shall be submitted to the WDNR in electronic format for approval. It should be noted that the QAPP must be approved prior to any other work being conducted. The QAPP will be updated and amended as needed. The QAPP shall be submitted to Milwaukee County and the WDNR in electronic format for approval. See Attachment 4 QAPP Template and Checklist.

Deliverable(s)

- Draft and final WDNR-approved Quality Assurance Project Plan shall be submitted.

Task 3: Review of Existing Data and Data Gap Analysis

The consultant will conduct a desktop review of available historic data, including previous lagoon design and construction plans, utility locations, maintenance records, reports, and field investigations. The intent of the data gap analysis is to determine what additional data will need to be collected or determined during the design phase of the project, not during this study.

Deliverable(s)

The consultant will submit a report summarizing the data reviewed and the results of the data gap analysis. The summary should describe how the information will be used to inform the selection of the proposed alternatives and ultimately the design of the proposed alternative. A discussion of how the data gathered was used to come up with proposed projects shall also be included in the Feasibility Study Report.

Task 4: Regulatory & Due Diligence Tasks

Regulatory Approvals

The consultant shall determine regulatory approvals that would be needed to ensure compliance with federal, state, and local regulations for the proposed alternatives. The consultant will lead efforts to determine and meet any requirements of the National Historic Preservation Act, National Environmental Policy Act, Clean Water Act and Endangered Species Act and other required regulations and due diligence efforts necessary to implement proposed projects.

Cultural Resource Investigation

Perform archeological and architectural/historical investigations for the project utilizing

methodology that follows standards promulgated in the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation, the Guide for Public Archaeology in Wisconsin, and the Architecture-History Survey Manual. Conduct archival/literature research and field investigations to identify archaeological sites and above ground historic structures located within the project Area of Potential Effect (APE, i.e. all areas of proposed ground disturbing activities). Archival research will identify all previously reported archaeological sites both within the APE and within a one-mile radius of the APE. The archival research will also document locales within the APE that have already been subjected to archaeological survey. Field investigations will consist of Phase I archaeological survey of the APE following Wisconsin Archaeological Survey Guidelines. The architectural/historical investigations will consist of archives/literature research and field inventory. The area of potential effect will include all areas of proposed ground disturbing activity as well as a contextual "zone" around the study area. The archival research will document above ground structures/buildings that have been surveyed within the APE and which buildings/structures are listed on the National or State Registers of Historic Places. The field inventory will identify those buildings/structures within the APE that are at least 40 years old, retain good or better integrity, and show potential for architectural and/or historical significance. WHPD inventory records will be prepared for those buildings/structures that meet the aforementioned criteria. Prepare reports of findings and assist DNR Archeologist with SHPO review and Sec. 106 coordination with federal agencies.

Deliverable(s)

- A description of applicable regulations and justification that the alternatives satisfy those regulations or how the regulations will be met will be included in the feasibility study report.
- Copies of reports or any other regulatory or due diligence documentation.
- Cultural Resource investigation reports appropriate for a federal undertaking.
- Documentation of the climate resiliency effort and conclusions in the Feasibility Study Report.

Task 5: Feasibility Study

The consultant will complete a comprehensive feasibility study for Veterans Park Lagoon that addresses the topics and assesses solutions as outlined below. Water-based recreation, land-based recreation, and vigor of natural sustainable systems should be considered. This plan will explore at least three alternatives, in addition to no action. A preferred alternative or series of alternatives should be identified which will be used in the next phase of the project to create design plans.

Climate Resiliency

To address climate resiliency the selected consultant will lead the project team through the Northern Institute of Applied Climate Science (NIACS) structured adaptation workbook approach. This effort will identify climate impacts and vulnerabilities at the project site and identify opportunities for climate resilient actions in the final design. The consultant will document climate impacts, vulnerabilities, and adaptation opportunities in the feasibility study and concept plan.

Contaminated Soil

The park and lagoon were created with fill materials and are within an historic waste site. The consultant shall take contaminated soils into consideration when recommending projects and

design solutions.

The feasibility study should consider, at minimum, the following:

- Completion of field surveys and a hydrology assessment.
- Identification of contributing runoff sources and prioritization of sources that are most impactful on the Lagoon.
- Green infrastructure or other stormwater management BMPs to improve water quality of the runoff entering the Lagoon.
- Consider whether more light penetrating to the bottom of the Lagoon would benefit the overall water quality health and contemplate whether more light would increase nuisance plant growth.
- Analysis and recommendations for natural systems that can provide filtration, carbon and nutrient sequestration, and wildlife benefits for the Lagoon riparian ecosystem.
- Evaluation on whether the pond can or should be enlarged to the east to be a shallow wetland and wet emergent community, and elsewhere along the ponds existing shoreline. Also consider offsets that would be necessary to other programmed and active park space in Veterans Park.
- Dredging the Lagoon and disposal of sediment: costs and risks, and extent to which contamination could be a scope element. Identifying sources of sediment and stormwater; pretreating discharge water.
- De-watering the pond and allowing the sediment to consolidate and the organic matter oxidize could reduce the volumes of sediment needed to be managed and increase effective water depth. Bottom topography could be graded to lose more in shallow bars and bump out peninsulas.
- Identifying and increasing recreational opportunities in and around the Lagoon.

It is anticipated that recommended projects for the lagoon will be evaluated based on potential for measurable improvements in water quality and ecological health, solution integration with recreational priorities, long-term sustainability, and stakeholder support including overall public feedback.

Deliverable(s)

- Draft and Final Feasibility Study Report that includes identification of potential green infrastructure BMPs and climate-resilient actions, Northern Institute of Applied Climate Science (NIACS) process documentation, descriptions of all proposed alternatives with recommended next steps, a timeline for design and implementation, and any maps and figures produced.
- Feasibility Study Exhibits, in electronic (GIS, PDF and CADD) formats.
- Cost Estimates for design, implementation and maintenance of alternatives proposed.

Task 5: Grant Reporting Support

Consultant shall assist Milwaukee County with quarterly reports and preparation of final deliverables to the WDNR. Reports will be submitted January 1, April 1, July 1, and October 1. Reports will identify amount expended per quarter, activities conducted, and planned activities for the upcoming quarter. The reports will also identify any issues encountered or delays or deviations from the original schedule and how they were addressed. Photo documentation of events, meetings, kiosks, etc. should be included in the final report. Digital copies of the photos

as .jpeg files should also be included for use in other publications and outreach materials. Photo credits should be included.

Deliverable(s)

Quarterly Project Reports for each quarter from receipt of funding through project close out.
Final Project Report

IV. QUALITY CONTROL

- a. Milwaukee County reserves the right to request partial or full reimbursement from consultants for change orders resulting from errors and omissions in the services they are contracted to provide.

V. TENTATIVE PROJECT SCHEDULE

- a. **11/12/2025** Issue Request for Proposal
- b. **11/18/2025** ***Optional Pre-proposal Meeting***
- c. **12/3/2025** Proposal Due
- d. **12/31/2025** Consultant Award (signed contract-notice-to-proceed)
- e. **1/2026** Kick-off Meeting (exact date TBD)
- f. **4/2025** QAPP Approval
- g. **3/2026 to 9/2026** Community Engagement
- h. **3/2026 to 11/2026** Data Review, Field Surveys, Hydrology Assessment
- i. **11/2026** Final Feasibility Study submitted

VI. PRE-PROPOSAL MEETING

An optional pre-proposal meeting will be held on 11/18/25 @ 9AM via Microsoft Teams. Email timothy.detzer@milwaukeecountywi.gov to receive the invitation link.

VII. RELATED WORK BY OTHERS

Not Applicable.

VIII. SUBMISSION REQUIREMENTS: The proposal shall conform to Milwaukee County's Proposal Preparation, Submission and Evaluation Guidelines (see Attachment 5). Please limit proposals to 25 pages maximum. The proposal shall include the Consultant Proposal Form (Attachment 6) and the following information:

- a. Cover Page: Include project number and name, project location, consultant's name, address, telephone number, FAX number, e-mail address, proposal date, etc.
- b. Table of Contents: Include an identification of the material by section and page number.
- c. Letter of Transmittal: The name and description of the organization submitting the proposal briefly stating the proposer's understanding of the service to be provided.
- d. Description of the Organization: A description of the organization submitting the proposal. Include the name, size, legal status (corporation, partnership, etc.), professional registration/certification, major type of activity or areas of consulting.
- e. Description of the Organization's Experience: Include a list of similar projects that the consultant has participated with during the past five years. Attach a separate sheet for each project, up to five maximum, giving a brief description of each project, the consultant's participation, and a client contact reference and phone number. Provide a

list of three (3) references that can be contacted with questions regarding your past work. Provide a description of your firm's experience with sustainable design, green infrastructure, or related work.

- f. Description of Project Team/Resumes: Provide an organizational structure of the consultant's project team, including any subconsultants to be used for this project. Include the name of the Principal in Charge of this project along with the name, occupation and title of the Project Manager who will be in charge of this project.

Provide a one-page resume for each individual involved in the project, and include their name, title, address, telephone number, e-mail address, fax number, duties for the project, professional registration, a brief description of related experience including time contribution in this capacity to past projects, and Proposals. Provide a description of your staff's experience with sustainable design or related work.

- g. Sub-Consultants: Indicate the names and addresses of any sub-consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Also state their past experience in the field.
- h. Project Approach: Provide a description of challenges you anticipate in this project and how you propose to overcome them. Discuss how you plan to staff the project to efficiently complete the work effort.
- i. Project Schedule to Completion: Provide a timetable and relationship of tasks which are necessary to complete this project as noted in the "Project Schedule" section of this RFP.
- j. Constant Effort: Include a spreadsheet/matrix listing the names, classifications, hourly rates and hours to be spent by each required task to complete the project as described in this RFP.
- k. TBE Firm Goals (DBE Firm Goals – Federal Funded Projects): The Targeted (Disadvantaged) Business Enterprise participation goal for this project/contract is 12%.
 - i. Office of Economic Inclusion (OEI) is responsible for monitoring and enforcing Milwaukee County's Targeted Business Enterprise (TBE) Program for inclusion of small business. Targeted firms include DBE firms certified under the Unified Certification Program following Federal regulations and WBE and MBE certifications from the State of Wisconsin DOA.

For a non-certified firm bidding or proposing as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, or WBE. This allows for increased participation by providing opportunities for multiple certifications to be included in the project.

For a TBE firm bidding or proposing as Prime, the goal must be satisfied using DBE subcontractors or sub-consultants. MBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by subcontractors or sub-consultants.

Compliance reporting is accomplished from collection of data in the Diversity Management and Compliance System, utilizing B2GNow software. Prime

contractors are required to report payments received from the County and amounts paid to subcontractors in the system. Subcontractors will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payments policy were followed. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one hour webinar training.

- ii. Contact the Community Business Development Partners Office at 414-278-4747 or cbdp@milwaukeecountywi.gov for questions related to TBE and DBE requirements.

- I. **Quality Control:** Submit a contract document quality control plan. Quality control is to be performed by individuals not assigned to the project on an ongoing basis.
- m. **Fee Proposal:** Proposers must include a cost proposal table/matrix identifying costs for each task which includes names, classifications, hourly rates, and hours to be spent by each required task to complete this project as described in this RFP. Proposers should summarize by tasks and include a total amount in a highlighted cell. All salary, subcontractors, travel, expenses and materials costs should be listed and also included in the amount. Any project services and corresponding costs that the Proposer feels were omitted from the RFP should be in the cost proposal on a separate line(s) and identified as an additional service.

IX. **CONSULTANT SELECTION**

- a. Proposers must recognize this is not a bid procedure, and a Professional Services agreement will not be awarded solely on the basis of the low fee proposal. Milwaukee County reserves the right to accept or reject any and all proposals, issue addenda, request clarification, waive technicalities, alter the nature and/or scope of the proposed project, request additional submittals, and/or discontinue this process.

The proposal evaluation team will be made up of three to five individuals with technical knowledge of the requirements and familiarity with the project. Depending on the number and quality of the proposals, Milwaukee County may decide to conduct interviews of a short-list of consultants. The evaluation team may select up to three consultants to attend an interview, which, if required, will be held during the week of 12/15/25. The interview will be evaluated based on project team, experience and qualifications, project understanding, and the overall presentation.

The project manager will post this RFP, as well as any pre proposal meeting minutes, sign in sheets, addendums and other information related to this project to the Milwaukee County Construction RFP website:

<http://county.milwaukee.gov/ConstructionBidsandR23075.htm>

The consultant should consider information on this website to be part of the official RFP. Please check the site frequently. To allow time for proposal preparation, Milwaukee County will not post anything new within two days of the proposal due date.

X. **GENERAL REQUIREMENTS**

- a. **Ordinary and reasonable expenses and materials that are directly attributable to work performed will be reimbursed. Supplies for field investigations and travel expenses**

will only be reimbursed if pre-approved and must be included within the cost proposal. When mileage is reimbursed, it will be at the current IRS rate. Mark-up on reimbursable expenses is not allowed, only actual costs. These costs are included in the “not to exceed” amount of the contract. Itemized statement of expenses must be submitted along with invoices. Separate reimbursement for overhead expenses.

- b. The selected consultant and/or any contractor affiliated with the prime consultant shall be prohibited from submitting bids in the construction bidding process for this project.
- c. Selected consultant shall follow Milwaukee County Code of Ethics as follows: No person(s) with a personal financial interest in the approval or denial of a Contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that Contract during its consideration. Contract consideration shall begin when a Contract is submitted directly to a County department or to an agency until the Contract has reached final disposition, including adoption, County Executive action, proceeding on veto (if necessary) or departmental approval.
- d. The selected consultant must be an Equal Opportunity Employer.
- e. The proposal shall conform with all attached documents. All proposals should use this RFP and its attachments as the sole basis for the proposal. The issuance of a written addendum are the only official method through which interpretation, clarification or additional information will be given.
- f. All costs for preparing a proposal, attending the selection interview if required, or supplying additional information requested by Milwaukee County, is the sole responsibility of the submitting party. Material submitted will not be returned.
- g. The proposal must be submitted digitally as a PDF document.
- h. With the signing and submission of a statement or proposal the submitting consultant certifies that the standard terms and conditions of the Agreement for Professional Services (that will be used to contract with the selected consultant) has been read and understood and that the submitting consultant is ready, willing and able to sign the agreement when requested without making any substantive changes.

Submit a digital (PDF) copy of the proposal, via email to timothy.detzer@milwaukeecountywi.gov, no later than 12/3/25 by 4:00 p.m.

The proposals shall be addressed to:

Tim Detzer, PE
Principal Environmental Engineer
600 N Plankinton Ave, Suite 600
Milwaukee, WI 53203

Proposals submitted by telephone, fax, or email will be rejected.

Please direct any questions about this RFP to Tim Detzer at 414-550-0852 or timothy.detzer@milwaukeecountywi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Timothy Detzer". The signature is written in black ink and is positioned above a solid horizontal line.

Project Manager

Attachments: **(at a minimum)**

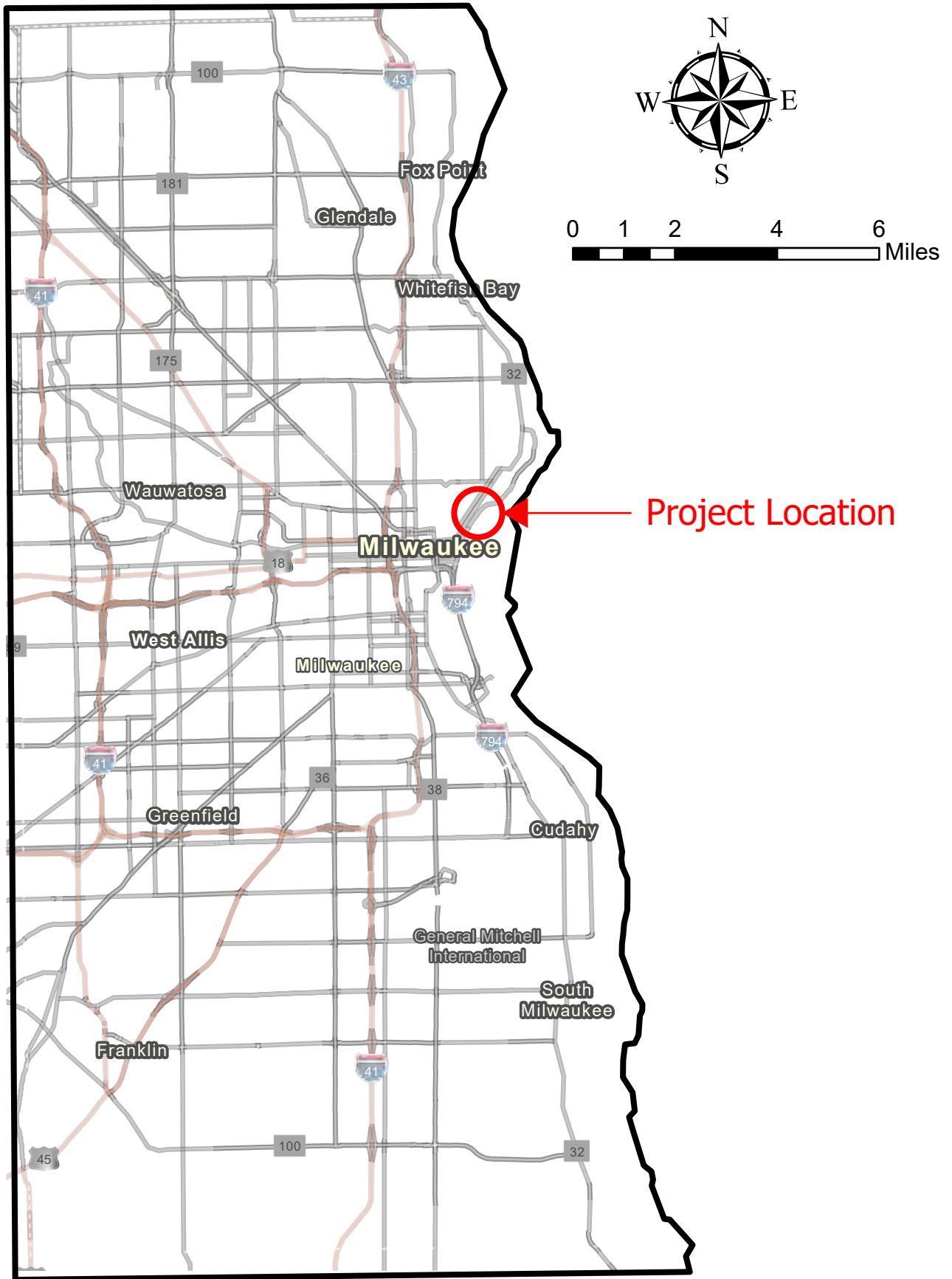
1. Project Location Map
2. Project Area
3. Grant Documents
4. QAPP Template and Checklist
5. Proposal Preparation, Submission and Evaluation
6. Consultant Proposal Form
7. DBE / TBE Forms

cc: A&E Director, DAS-FM
CBO Contact, DAS-FM

Owner Dept. Representative
Project Manager, DAS-FM

OEI Contact,

ATTACHMENT 1
PROJECT LOCATION MAP



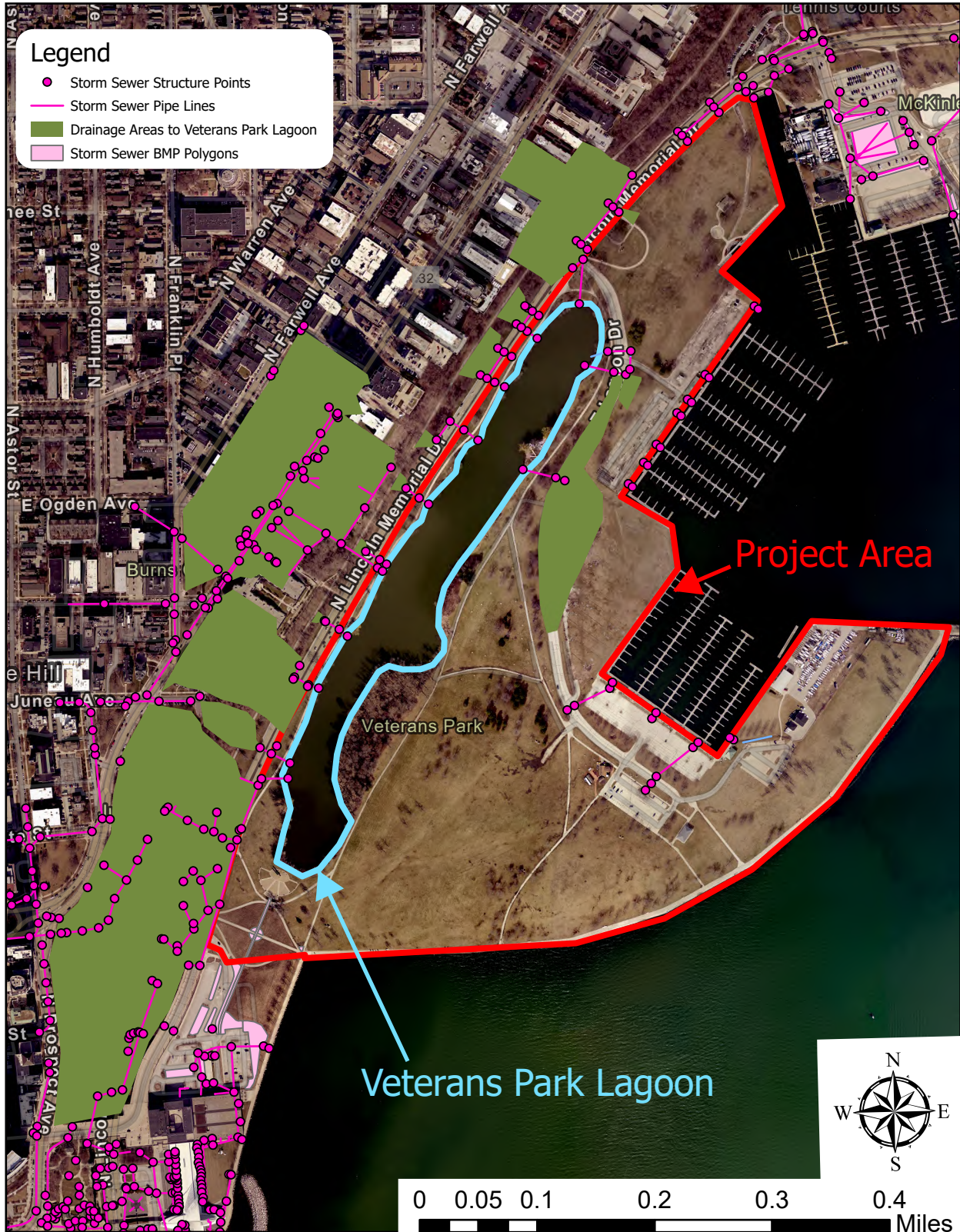
Attachment 1
Veterans Park Lagoon Feasibility Study - WP0843011
Project Location

ATTACHMENT 2

STUDY AREA



Attachment 2
Veterans Park Lagoon Feasibility Study - WP0843011
Project Area



Attachment 2.1
 Veterans Park Lagoon Feasibility Study - WP0843011
 Drainage Area to Project Area

ATTACHMENT 3
GRANT DOCUMENTS

AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
AND MILWAUKEE COUNTY PARKS

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and Milwaukee County Parks (Subrecipient) for the purpose of Veterans Park Lagoon Feasibility Study.

FOR AND IN CONSIDERATION of the terms and conditions contained in this agreement the above-named parties agree:

1. PERIOD OF AGREEMENT: This agreement shall commence upon its signing by both parties and continue until December 31, 2026, during which period all performance as described in this agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Subrecipient to comply with terms, conditions, and specifications of this agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this agreement are hereby superseded. Any agreement revisions including cost adjustments and time extensions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this agreement nor any right or duty in whole or in part by the Subrecipient under this agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this agreement does not absolve the Subrecipient of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Subrecipient agrees to perform the services to the satisfaction of the Department as described in the attached Scope of Work.

6. DESIGNATED CONTACTS: All communications regarding this agreement will be made through the designated contacts. The designated contacts are:

Subrecipient - Sarah Toomsen
Assistant Director of Planning
Milwaukee County Parks
9480 W Watertown Plank Road, Wauwatosa, WI 53226
Sarah.Toomsen@milwaukeecountywi.gov
414-257-7389

Department - Stacy Hron
Lake Michigan LAMP Coordinator
Office of Great Waters
1027 W St. Paul Avenue, Milwaukee, WI 53233
Stacy.Hron@wisconsin.gov
920-893-8551

7. TERMINATION:

- A. This agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Subrecipient to fulfill its obligation under this agreement, provided, that the Department shall give the Subrecipient not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this agreement shall be made. Any payment due to the Subrecipient at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Subrecipient's default. The equitable adjustment for any termination shall provide for payment to the Subrecipient for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Subrecipient relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Subrecipient shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Subrecipient in performing this agreement, whether completed or in process.
- D. Upon termination pursuant to paragraph A. above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Subrecipient is liable for any excess costs for such similar work or services.

- E. The rights and remedies of the Department and the Subrecipient provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.
8. PAYMENT: The Department agrees to reimburse the Subrecipient up to a total of **\$300,000** for the costs identified in the attached Scope of Work. The Subrecipient is eligible for expenses incurred from October 1, 2024.

Billings by the Subrecipient shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to (email preferred):

DnrOgwInvoices@wisconsin.gov AND Stacy.Hron@wisconsin.gov

Or mail to: Wisconsin Department of Natural Resources
Attn: Melissa Lake – OGW/3
P.O. Box 7921
Madison, WI 53707

Final invoices must be submitted within 60 days after the end of the agreement.

9. RECORDS ACCESS: The Subrecipient shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices. The Subrecipient shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this agreement and a copy of the cost summary submitted to the Department. The Department, U.S Environmental Protection Subrecipient, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Subrecipient shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT AGENCY: The Subrecipient is an Independent Agency for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Subrecipient agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Subrecipient's employees, agents or representatives.

12. INSURANCE: The Subrecipient performing services for the State of Wisconsin shall:
 - A. Maintain worker's compensation insurance or self-insure for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.

13. NONDISCRIMINATION: In connection with the performance of work under this agreement, the Subrecipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision 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 apprenticeship. Except with respect to sexual orientation, the Subrecipient further agrees to take affirmative action to ensure equal employment opportunities. The Subrecipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Subrecipient being declared an "ineligible" Subrecipient, termination of the agreement or withholding of payment.

14. AFFIRMATIVE ACTION: If this agreement is for an amount of fifty thousand dollars (\$50,000) or more the Subrecipient agrees to submit a written affirmative action plan to the Department within 15 business days after the agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (An Subrecipient with an annual work force of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Subrecipient being declared an "ineligible" Subrecipient, termination of the agreement or withholding of payment.

15. GUARANTEED DELIVERY: Failure of the Subrecipient to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Subrecipient liable for all costs in excess of the agreement price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.

16. **FUNDING SOURCE:** This agreement is funded in part or wholly by grants from the U.S. Environmental Protection Agency, CFDA# 66.469. Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement. This agreement will be subject to regulations contained in 2 CFR 200 where applicable. The Subrecipient is responsible for ensuring these regulations are applied accordingly.

Single Audit: As required in 2 CFR 200.501, a non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. The Subrecipient is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received. When a single audit is required, it shall be submitted to DNR via e-mail to: DNRFNSingleAudit@Wisconsin.gov and include The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to Local Governments having 2 CFR Part 200.

17. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Wisconsin. The Subrecipient shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this agreement.
18. **ANTITRUST ASSIGNMENT:** The Subrecipient and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Subrecipient hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
19. **PAYMENT TERMS AND INVOICING:** Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
- A. The date specified on a properly completed invoice for the amount specified in the order or agreement, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. **TAXES:** The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. An Subrecipient performing construction activities are required to pay state use tax on the cost of materials.

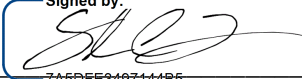
- 21. TAX DELINQUENCY: An Subrecipient who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

- 22. ADDENDUM: Additional conditions are attached as Exhibit A, as part of the federal Grant Agreement No. GL00E03809 funding this award. It is the responsibility of the Subrecipient to determine which, if any, of the Federal Administrative Conditions in Exhibit A may be relevant to the Subrecipient or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this agreement.

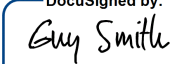
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date 1/13/2025 | 3:23 PM CST

Signed by:

By 7A5DFE3497144B5...
Steven C Little, Deputy Secretary

MILWAUKEE COUNTY PARKS

Date 1/23/2025 | 12:16 PM CST

DocuSigned by:

By 3C64EEF1B1CC409...
Guy Smith, Executive Director

Scope of Work Wisconsin DNR

Project Title: Veterans Lagoon Feasibility Study

Lake Basin: Lake Michigan

Project Applicant: Sarah Toomsen
Assistant Director of Planning
Milwaukee County Parks
9480 W Watertown Plank Road, Wauwatosa, WI 53226
Sarah.Toomsen@milwaukeecountywi.gov
414-257-7389
Partner UEI Number: G97YX295EFY3

WDNR Project Manager: Stacy Hron
Lake Michigan LAMP Coordinator
Office of Great Waters
1027 W St. Paul Avenue, Milwaukee, WI 53233
Stacy.Hron@wisconsin.gov
920-893-8551

Project Location: Veterans Lagoon is located within Veterans Park: 1010 N. Lincoln Memorial Drive, Milwaukee, WI 53202. Between N. Lincoln Memorial Dr. And E. Lagoon Dr.

Project Background/Rationale:

The Veterans Lagoon Project will complete a feasibility study to address the Nonpoint Source Pollution Lake Michigan Lakewide Action and Management Plan (LAMP) objective. Successful completion of the feasibility study will identify solutions for water quality, habitat restoration, and recreation use opportunities within the vicinity of Veterans Park. Successful completion of the study would lead to targeted projects that meet water quality goals while considering what is viable in a busy urban public site.

Veterans Lagoon (the Lagoon) is a 14-acre lagoon located on the Milwaukee waterfront in Veterans Park, one of the busiest parks along Milwaukee's lakefront with hundreds of thousands of visitors every year. The park is owned and managed by Milwaukee County Parks (MCP). Veterans Park was once a naturally sandy dune system along the coast of Lake Michigan with some portions of its area under water. During the early 1900s, the Lagoon was excavated within the manmade landfill of Lake Michigan that created Veterans Park. For the most part, construction was completed in 1927. Today, the Lagoon is primarily used for low impact passive and active recreational purposes, with the most common activities being paddle boating and fishing. Because of this filling to create the parklands along Lincoln Memorial Drive, they are now considered a historic waste site, and therefore, when scoping any future projects along the lakefront this is always taken into consideration in the scope of work. Veterans Lagoon is within a historically industrial city, and many areas include a composition of soils that have become more regulated over time. Due to the

limited data available for specific areas of lakefront fill, it is recommended that all projects and design solutions account for potential contamination.

Although the Lagoon is a man-made feature, it suffers from similar issues as other water bodies that are impacted by stormwater runoff and urban pollution. Not only is the ecosystem adversely affected, but natural benefits such as sustained water quality, aesthetics, and human safety/health are affected. The Lagoon is believed to be hypereutrophic, being extremely rich in nutrients and minerals. Toxic algae blooms are persistent through the summer growing months as are the heavy growths of the aquatic invasive species, Eurasian Watermilfoil (*Myriophyllum spicatum*). Common Carp (*Cyprinus carpio*) are abundant and increase turbidity by feeding on the bottom and resuspending silt and clay particles.

Veterans Lagoon is an incredibly popular recreational asset on Milwaukee's Lakefront, receiving support of local representatives from the City of Milwaukee, Milwaukee County, and Congresswoman Gwen Moore. At least four projects in the recent past have collected information to inform the present understanding of the Lagoon, receiving over \$200,000 in funding from WI Coastal Management and the Fund for Lake Michigan.

Proposed Work:

The proposed scope of this project is to conduct a feasibility study so that we can assure that future projects are targeted to meet the LAMP objectives within an urban public site. The feasibility study will be conducted by a contractor selected through a competitive procurement process (RFP). The goal of a feasibility study would be to study and prioritize solutions including but not limited to:

- Identification of contributing runoff sources and prioritization of source points that are most impactful on the Lagoon.
- Green infrastructure or other stormwater management BMPs to improve water quality of the runoff entering the Lagoon.
- Consider whether more light penetrating to the bottom of the Lagoon would benefit the overall water quality health and contemplate whether more light would increase nuisance plant growth.
- Analysis and recommendations for natural systems that can provide filtration, carbon sequestration, and wildlife benefits for the Lagoon riparian ecosystem.
- Evaluation on whether the pond can or should be enlarged to the east to be a shallow wetland and wet emergent community, and elsewhere along the ponds existing shoreline. Also consider offsets that would be necessary to other programmed and active park space in Veterans Park.
- Dredging the Lagoon and disposal of sediment: costs and risks, and extent to which contamination could be a scope element.
 - Identifying sources of sediment and stormwater; pretreating discharge water.
 - De-watering the pond and allowing the sediment to consolidate and the organic matter oxidize could reduce the volumes of sediment needed to be managed and increase effective water depth. Bottom topography could be graded to lose more in shallow bars and bump out peninsulas.
- Identifying and increasing recreational opportunities in and around the Lagoon.

Following the feasibility study project and therefore outside of the scope of the 2024 Great Lakes Restoration Initiative (GLRI) grant request, work would transition into a design phase for the selected

alternative. It is anticipated that options for the Lagoon will be evaluated based on potential for measurable improvements in nearshore health, solution integration with recreational priorities, long-term sustainability, and stakeholder support including overall public feedback. It is anticipated that designs including construction documents, permitting, historic reviews as necessary, and cost estimates would be prepared through a consultant effort, secured through a competitive bid process (RFP). The following construction phase of work would include a minimum of 3-years of maintenance to ensure establishment of proposed improvements.

The following tasks will be completed for the project.

Task 1: Contract Planning and Design Services

Develop an RFP for contracting services to complete the feasibility study. These services will align with the project as outlined in this proposal and be inclusive of tasks 2-7. Following a competitive selection process, Milwaukee County will execute a contract with the selected qualified firm or team.

Task 2: Quality Assurance

Quality Assurance Project Plan (QAPP) or required quality assurance documentation will be prepared and gain approval from DNR.

Task 3: Review of Existing Data

Review and compilation of existing data and site history, followed by identification of gaps or outdated information, and other assessments of data as appropriate to utilize for the project planning will be completed.

Task 4: Regulatory & Due Diligence Tasks

Determine regulatory approvals that would be needed to implement alternatives developed to ensure compliance with federal, state, and local regulations, National Historic Preservation Act, National Environmental Policy Act and Endangered Species Act.

Due diligence required for feasibility planning will be completed. This will include a wetland delineation (if needed), Phase 1 Cultural Resources Investigations appropriate for a federal undertaking, and an endangered resources review. The project team will assist with any Sec. 106 or 7 consultations.

Task 5: Feasibility Study

Complete comprehensive feasibility study for Veterans Park Lagoon that addresses the topics and assesses solutions as outlined in the proposed work section. Water-based recreation, land-based recreation, and vigor of natural sustainable systems should be considered. This plan will explore at least three alternatives, in addition to no action. A preferred alternative should be identified which will be used in the next phase of the project to create design plans.

Task 6: Collaboration with Project Partners and Stakeholders

Milwaukee County collaborate with the DNR via the DNR project manager and other appropriate staff throughout the project. DNR and Milwaukee County will facilitate additional input of technical expertise via others referenced in the Collaboration with Partners section. Any reports, fliers, outreach materials developed as part of these grant funds need to acknowledge the funding source and include the DNR and EPA GLRI logo.

Task 7: Reporting

Prepare and submit quarterly reports, quarterly invoices, and a final report. Reports will be submitted January 1, April 1, July 1, and October 1. Reports will identify amount expended per quarter, activities conducted, and planned activities for the upcoming quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed. Photo documentation of events, meetings, kiosks, etc. should be included in the final report. Digital copies of the photos as .jpeg files should also be included for use in other publications and outreach materials. Photo credits should be included.

Conferences/Meetings:

There are opportunities for this project to include public meetings, held virtually or in-person, as the current public health climate dictates. Public meetings pertaining to this project will be convened by MCP in consultation with the Wisconsin Department of Natural Resources (DNR), U.S Environmental Protection Agency (EPA), and other project partners. Project relevant content will be provided by MCP and the selected consultant in coordination with the DNR. The purpose will be information sharing and gathering feedback related to the feasibility study.

Public meetings will be advertised primarily by MCP, content such as social media, newsletters, website postings, pamphlets. Content will be shared through the MCP website, MCP social media pages, and other platforms as appropriate. MCP staff will be the main content creator with partner and contractor input, with related staff time logged and tracked against the applicable Feasibility Study grant. DNR and GLRI logos will be utilized on public materials, along with partner logos. Participation will vary based on the subject of the meeting, but approximate percentage of participation is anticipated to be: Federal government 5%, State government 10%, Local government 15%, NGOs 10%, public participants 60%. MCP will be primarily responsible for preparing proceedings and disseminating information to the community. MCP will work directly with DNR to collaborate with EPA Great Lakes National Program Office (GLNPO) and other nonfederal partners to plan and execute outreach and community engagement. No program income is anticipated from these meetings (no registration fees). The financial assistance for these meetings is to support the public purpose (not for EPA's direct use or benefit) and DNR will oversee the planning and agenda of these meetings, in cooperation with EPA and other partners.

Climate Resiliency:

To address climate resiliency concerns, the project team will collaboratively go through the Northern Institute of Applied Climate Science (NIACS) structured [adaptation workbook approach](#) to (1) identify climate impacts and vulnerabilities at the project site and (2) identify opportunities for climate resilient actions in the final design. Climate impacts, vulnerabilities, and adaptation opportunities will be documented in the feasibility study and concept plan, and the design contractor will incorporate adaptation opportunities approved by the project team into the basis of design reporting and the final project design portfolio.

Collaboration with Partners:

A project team made up of representatives from the DNR, MCP, and Partners, including the Western Lake Michigan Working Group, will ensure coordination and continuous interaction between parties. At a minimum the project team will include the respective project managers for all agencies. The project team

will utilize collaborative decision making. The team shall function within the framework of funding regulations, state statutes, and County ordinances. It is recognized that project outputs must meet LAMP goals and objectives. It is DNR's responsibility to ensure satisfaction of these goals and objectives. No partners will receive funds as a part of this project work.

In addition, MCP is working with several partners on various aspects of park improvement and planning at the Veterans Lagoon project area. These include friends' groups and non-profit organizations involved with restoration projects and initiatives throughout the County. These stakeholders include but are not limited to McBoat, Juneau Park Friends, and the City of Milwaukee. The City of Milwaukee holds an easement for stormwater that drains into the Veterans Lagoon. It is important to the project team to bring all stakeholders with an invested interest and involvement in this region to discuss the improvements at this site along the waterfront of Lake Michigan.

Environmental Justice Considerations:

In April 2020, the Milwaukee County Board of Supervisors passed an ordinance that declared racism to be a public health crisis in the County and committed the County to "identifying and eliminating any racism in its institutional policies, procedures, and power structures for Black and brown individuals and communities so everyone in Milwaukee County can thrive." In support of this framework, MCP developed the Parks Equity Index¹ to help ensure the needs of park users are reflected in the guiding decisions of the department, recognizing that direct connection to community members is not always an option. This tool, while not a replacement for direct engagement, helps inform decisions by measuring and identifying equity need specific to each park site. Each Park was given an Equity Index score from 1 - 10. The higher the score, the greater the equity need within a park service area. A score of 1-3 is a low equity need, 4-6 a modest need, and 7-10 a high need. **Veterans Park has a 2024 Equity Index score of 5.**

The first step for the County in both defining and addressing environmental justice (EJ) issues is to conduct community outreach, promote stewardship, and provide opportunities for meaningful input. MCP in coordination with DNR will host outreach events and meetings, like those conducted for the South Shore Beach Rehabilitation Area of Concern (AOC) Project, which included Public Information Meetings, door-to-door campaigns, presentation of alternatives, public comment periods, online project webpages, printed educational materials, and social media outreach efforts to maintain a consistent flow of information for the public. Staff and contractor time has been budgeted for these outreach events and meetings that incorporate these EJ efforts, which are one in the same with meetings outlined in the conference/meeting section.

MCP, as partner and Project Lead for multiple Milwaukee County Estuary AOC Projects, will also leverage partnerships and lessons through our shared EJ efforts, as we work together to identify EJ issues for the adjacent AOC project areas (Bradford and McKinley beaches) and create a more engaging and targeted outreach campaign, boosting community participation and contributions. In addition to these measures MCP will also continue their ongoing efforts towards addressing equity issues throughout the County.

¹ The equity index analysis includes CDC Social Vulnerability Index (SVI) which represents socioeconomic status, household composition & disability, minority status & language, and housing type & transportation, in addition to a weighted composite data analysis of the following metrics and parameters: service area & park type; crime rate; rate of tree canopy coverage against the County average; and walkability as defined by the Trust for Public Land.

Work under the project itself will also actively address access issues by identifying and eliminating/reducing water quality issues that prevent the public from freely using the Lagoon as a recreational resource. As of the date of this proposal, activities in the Lagoon are limited to those that do not involve any direct contact with the water and work through the City of Milwaukee Health Department and Zilber College of Public Health has showed consistent water quality concerns from year to year. Signage around the Lagoon has also been installed to warn the public of the risks associated with the water. The goal of this project would be to identify a project path forward that would eliminate these restrictions altogether. Recent analysis and report by Conservation Science Partners (CSP) ([The Nature Gap](#), 2020) also found that “the United States has fewer forests, streams, wetlands, and other natural places near where Black, Latino, and Asian American people live. Notably, families with children—especially families of color with children—have less access to nature nearby than the rest of the country.” This is compounded by access restrictions related to ongoing water quality issues in Milwaukee County. Work under this project will help begin to address long standing issues related to how people of color in our community relate to and access waterways and other nature based recreational amenities.

Timetable:

October 1, 2024 – December 31, 2026

Task	Timeframe	Responsible Party
RFP Posted + Proposal Selection Process	Nov 24 – Jan 2025	MCP
Contractor Selected, Board Approval, & Contract Awarded	January – March 2025	MCP
Quality Assurance Documentation (development and approval)	April – June 2025	Contractor, MCP as needed
Existing Data Review	Summer 2025 – Summer 2026	Contractor
Field Surveys	Summer 2025 – Summer 2026	Contractor
Hydrology Assessment	August 2025 – August 2026	Contractor
Drafting of Feasibility Study & Sec. 106 consultation initiation	October 2025 – October 2026	DNR, MCP, Contractor
Public Outreach Event(s)	Summer 2026	MCP, Contractor (as needed), DNR, WRP, CAC
Final Feasibility Study submitted	November 2026	MCP, Contractor
Project reporting	Quarterly	MCP, Contractors
Additional public outreach and Tech Committee updates	As necessary	MCP, Partners, DNR, Contractors
Final Report, Billing, & Project Closeout	October 2026 – December 31, 2026	MCP, Contractor

Deliverables:

The Veterans Lagoon improvements will eventually contribute to meeting the following GLRI Measures of Progress: 3.2. Reduce untreated stormwater runoff and 3.2.1. Estimated 11,000,000 gallons of untreated stormwater runoff captured or treated. The following outlines deliverables for the Veterans Lagoon Feasibility Study Project that will be completed by MCP. All work products must be approved by the DNR and will be retained by the DNR. All work deliverables will be submitted to the DNR Project Manager.

Task 1: Contract Planning and Design Services

Develop an RFP for contracting services to complete the feasibility study. These services will align with the project as outlined in this proposal and be inclusive of tasks 2-7. Following a competitive selection process, Milwaukee County will execute a contract with the selected qualified firm or team.

Deliverables:

- a) Draft and Final Request for Proposal document
- b) Evidence of advertisement or invitations to propose.
- c) Executed contract or professional service agreement reflecting all required project tasks and deliverables.
- d) Contractor progress reports
- e) Facilitation and reporting out from kick-off and progress meetings that include project team, including DNR.

Task 2: Quality Assurance

Quality Assurance Project Plan (QAPP) or required quality assurance documentation will be prepared and gain approval from DNR.

Deliverable:

- a) QAPP approved by DNR

Task 3: Review of Existing Data

Review and compilation of existing data and site history, followed by identification of gaps or outdated information, and other assessments of data as appropriate to utilize for the project planning will be completed.

Deliverables:

- a) Tabulated data in appropriate format such as spreadsheet, GIS, memo, or report.
- b) A description and summary of data reviewed, implications for the feasibility of solutions proposed, and description of how the information was used to inform the alternatives will be included in the feasibility study report.

Task 4: Regulatory & Due Diligence Tasks

Determine regulatory approvals that would be needed to implement alternatives developed to ensure compliance with federal, state, and local regulations, National Historic Preservation Act, National Environmental Policy Act and Endangered Species Act.

Due diligence required for feasibility planning will be completed. This will include a wetland delineation (if needed), Phase 1 Cultural Resources Investigations appropriate for a federal undertaking, and an endangered resources review. The project team will assist with any Sec. 106 or 7 consultations.

Deliverables:

- a) A description of applicable regulations and justification that the alternatives satisfy those regulations will be included in the feasibility study report.
- b) Copies of regulatory correspondence.

- c) Copies of reports or any other regulatory or due diligence documentation.
- d) Sec 106 Deliverables to be provided to EPA will include completing and providing reports for the following:
 - 1) Delineate the area of potential effects (APE), map or site figure
 - 2) Identify previous archaeological surveys or documentation of historic properties (also for nearby relevant areas)
 - 3) Conduct desktop or field surveys as appropriate
 - 4) Identify any historic properties
 - 5) Identify relevant consulting parties if appropriate for the project
 - 6) Involve public – both before and after determination of effect as appropriate for the project and identify how the public was involved
 - 7) Submit report(s) of investigation along with SHPO consultation form to EPA for review
 - 8) Following EPA Review, submit SHPO form and reports to SHPO (GLNPO to send letter to applicable parties/tribes)

Task 5: Feasibility Study

Complete comprehensive feasibility study for Veterans Park Lagoon that addresses the topics and assesses solutions as outlined in the proposed work section. Water-based recreation, land-based recreation, and vigor of natural sustainable systems should be considered. This plan will explore at least three alternatives, in addition to no action. A preferred alternative should be identified which will be used in the next phase of the project to create design plans.

Deliverables:

- a) Feasibility Study Report that including identification of potential green infrastructure BMPs and climate-resilient actions, Northern Institute of Applied Climate Science (NIACS) process documentation, descriptions of all proposed alternatives with recommended next steps, a timeline for design and implementation, and any maps and figures produced.
- b) Feasibility exhibits, in electronic (PDF and CADD) formats.
- c) Cost Estimates for design, implementation and maintenance of alternatives proposed.

Task 6: Collaboration with Project Partners and Stakeholders

Milwaukee County collaborate with the DNR via the DNR project manager and other appropriate staff throughout the project. DNR and Milwaukee County will facilitate additional input of technical expertise via others referenced in the Collaboration with Partners section. Any reports, fliers, outreach materials developed as part of these grant funds need to acknowledge the funding source and include the DNR and EPA GLRI logo.

Deliverables:

- a) Copies of any public informational meeting deliverables, presentations, meeting notices, or outreach materials.
- b) Meeting notes from kickoff meeting, project progress meetings and any stakeholder meetings.

Task 7: Reporting

Prepare and submit quarterly reports, quarterly invoices, and a final report. Reports will be submitted January 1, April 1, July 1, and October 1. Reports will identify amount expended per quarter, activities conducted, and planned activities for the upcoming quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed. Photo documentation of events, meetings, kiosks, etc. should be

included in the final report. Digital copies of the photos as .jpeg files should also be included for use in other publications and outreach materials. Photo credits should be included.

Deliverables:

- a) Quarterly Project Reports for each quarter from receipt of funding through project close out.
- b) Final Project Report

Project Budget:

Budget Detail	Year 1 October 2024 – March 2025	Year 2 April 2025 – March 2026	Year 3 April 2026 – December 2026	Total Project Cost
Personnel - Project Manager (240 hrs x \$55/hr)	\$4,400	\$4,400	\$4,400	\$26,400
Environmental Engineer (240 hrs x \$55/hr)	\$4,400	\$4,400	\$4,400	
Fringe Benefits (113.09%)	\$9,952	\$9,952	\$9,952	\$29,856
Travel				
Equipment				
Supplies				
Contractual	\$100,000	\$100,000	\$43,744	\$243,744
Other				
Total Direct	\$118,752	\$118,752	\$62,496	\$300,000
Indirect (%)	\$0	\$0	\$0.00	\$0.00
Total Project Costs	\$118,752	\$118,752	\$62,496	\$300,000.00

Budget Detail:

MCP will hire a contractor to conduct a feasibility study to identify solutions for water quality, habitat restoration, and recreational use opportunities to ensure that future projects are meeting targeted objectives and goals. Contractor would be expected to have staff comprising the fields of environmental engineering, land planning/landscape architecture, and related fields. Staff time will be necessary to ensure consultant efforts are efficient, on task, and per expected grant deliverable and is calculated based on a rate of \$55 per hour with a fringe rate of 113.09% for the Milwaukee County Parks Project Manager and Milwaukee County Environmental Engineer. Milwaukee County will follow competitive procurement procedures as defined in County ordinances, including public solicitation of bids for an RFP for planning and design services, following all applicable residency [Targeted Business Enterprise](#) and other participation rules. This practice has been confirmed to adhere to GLRI grant requirements through previous grant awards and projects. The duration of this contract for planning and design services will be within the grant period.

WDNR is partnering with Milwaukee County on this project in Veterans Park and has identified it as a priority activity in the Lake Michigan watershed. WDNR has over a decade of experience managing GLRI awards and monitoring subrecipients. WDNR will adhere to the requirement in 2 CFR 200.332 by requiring

quarterly progress reports and invoices on a reimbursement basis. DNR will review of project work products and deliverables and monitor the project throughout all different stages.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and tukes.michael@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Michael Tukes – DBE Coordinator at tukes.michael@epa.gov and region5closeouts@epa.gov.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Victoria Raymond at raymond.victoria@epa.gov and Michael Tukes at tukes.michael@epa.gov.
- Payment requests (if applicable): Victoria Raymond at raymond.victoria@epa.gov. Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Victoria Raymond at raymond.victoria@epa.gov.

Programmatic Conditions

GLRI Programmatic Terms and Conditions (updated 01/09/2024)

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30** and by **October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>, particularly:

Number – Measure of Progress

3.2.1 – Estimated gallons (in millions) of untreated stormwater runoff captured or treated.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;

- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <http://www.epa.gov/great-lakes-funding>.

2. Final Report: The Final Report shall incorporate all proposed project outputs and outcomes and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all proposed outputs and outcomes, including but not limited to all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above, all outputs and outcomes related to environmental justice or climate resiliency metrics and outreach, education, and stakeholder engagement. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date.

Electronic versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates

Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.

III. Environmental results the subrecipient achieved.

IV. Summaries of audit findings and related pass-through entity management decisions.

V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

1. Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

2. International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Required

1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

E. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

F. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

G. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

H. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

I. QUALITY ASSURANCE -

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

1. Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including

environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

2 CFR 1500.12;

40 CFR 35;

[Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);

[EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);

[EPA Quality Management Plan \(QMP\) Standard](#);

[EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and

and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

2. Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

3. GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without

QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

Additionally, the recipient agrees to submit previously EPA-approved QAPPs proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s). The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

J. National Historic Preservation Act

Pursuant to 36 C.F.R. § 800.2(c)(4), EPA has authorized all assistance agreement recipients and applicants to initiate and carry out consultation under National Historic Preservation Act (NHPA) Section 106, 54 U.S.C. § 306108 on behalf of EPA, for all grants, cooperative agreements, interagency agreements, and other projects under GLNPO's purview, including but not limited to the Great Lakes Restoration Initiative (GLRI), 33 U.S.C. § 1268, and applicable appropriations acts and/or implementing regulations. EPA does not delegate its Tribal consultation responsibilities and will work with the recipient to carry out the appropriate actions.

While all assistance agreement recipients and applicants are authorized to initiate Section 106 consultation on behalf of EPA, EPA retains legal responsibility for findings and determinations required under the Section 106 process. In addition, when applicable, EPA will consult directly under Section 106 with Indian Tribes and Native Hawaiian organizations, pursuant to 36 C.F.R. §§ 800.2(c)(2)(ii).

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties, the grantee shall consult with an EPA Project Officer/Focus Area Lead regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

K. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of](#)

Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

ATTACHMENT 4

QAPP TEMPLATE AND CHECKLIST

checklists were created based on the QAPP Standard (Directive No: CIO 2105-S-02).

IA = Included and Acceptable
NA = Not Applicable

PURPOSE
This document serves as a tool to assist in the review of Quality Assurance Project Plans (QAPPs). This checklist was created based on EPA's QAPP Standard (Directive No: CIO 2105-S-02).
REVIEW CHECKLIST
Step 1: Once a completed draft of the QAPP and all related documents/appendices have been received for review enter the QAPP Title, Date of Review, and Reviewer Name in Rows 1, 2, and 3, respectively.
Step 2: Review each section of the QAPP as outlined in the checklist.
For each component: determine if it is "Included and Acceptable (IA)," "Included and Unacceptable (IU)," "Not Included (NI)," or "Not Applicable (NA)" and put an X in the appropriate corresponding column (B, C, D, or E, respectively)
Step 3: In Column F provide feedback, comments, and suggestions to the author of each component, particularly if a status of "IU" or "NI" was selected.
Step 4: Return completed checklist to author.
ADDITIONAL INFORMATION
Column G contains notes and examples related to required components.

QAPP Title:									
Date of Review:									
Reviewer:									
Section	IA	IU	NI	NA	Comments	Notes			
A1. Title Page									
Title includes project name and "Quality Assurance Project Plan"									
Includes organization's name									
Includes period of applicability (e.g., length of agreement, grant end date)									
Includes revision/version control information									
Specifies EPA agreement number (e.g., grant, contract, IA numbers)									
A2. Approval Page									
Includes signature line for Project PM									
Includes signature line(s) for author, Subaward PM, AOC coordinator, and others, as applicable									
Includes signature line for QA Manager or Approver									
A3. Table of Contents, Document Format, and Document Control									
Includes table of contents									
Document control is included on every page (title, version number, date, page number)									
A4. Project Purpose, Problem Definition, and Background									
Identifies other relevant QA planning documents						Examples would be a QAPP from an earlier phase in the project or an applicable QMP			
Clearly states problem to be resolved, decision to be made, or hypothesis to be tested									
Identifies project objectives or goals; intended use of data									
Provides historical & background information									
Cites applicable technical, regulatory, or program-specific quality standards, criteria, or objectives									
Documents the level of information quality needed to ensure decisions are based on sound environmental information						e.g., data will be used to determine whether invasive species were reduced but exact numbers are not necessary; data quality is specified by regulation			
Includes a discussion that directly links the results of the environmental information operations to possible actions									
A5. Project Task Description									
Includes map(s) of project area, diagram, or conceptual site model						Not a requirement. Consider the need and benefit to the QAPP. For example, much more beneficial to project with field sample design and additional site layers to visualize. Potentially less useful to construction project with little field data being collected.			
Provides work schedule									
Lists measurements to be made/data to obtain									
Includes a description of the work to be performed and products to be produced									
A6. Information/Data Quality Objectives and Performance/Acceptance Criteria									
States quality objectives & performance/acceptance criteria, both qualitatively & quantitatively									
A7. Distribution List									
Includes all individuals who are to implement or otherwise receive the QAPP & identifies their organization						If a lab or sub-contractor is involved, ensure at least one individual is included from each.			
A8. Project Organization									
Identifies key individuals and organizations with their responsibilities						e.g., data users, decision makers, project QA manager, subcontractors			
A9. Project QA Manager Independence									
Project QA manager position indicates independence from unit collecting/using data									
Describes how the Project QAM's independence is ensured									
A10. Project Organizational Chart and Communications									
Organizational chart includes all individuals and organizations described in Section A.8 or elsewhere in the QAPP as having responsibilities directly related to project environmental information operations									
Organizational chart shows lines of authority/reporting responsibilities									
Describes communication procedures to DNR and/or EPA including elevating discrepancies and QAPP non-conformances									
A11. Personnel Training/Certification									
Identifies any required project personnel specialized training or certifications									
Identifies how training/certification is documented, the individual responsible, and where records are maintained									
Identifies individuals responsible for ensuring personnel conducting environmental information operations are qualified, trained, and experienced									
A12. Documents and Records									
Lists information & records to be included in data report						Examples include raw data, field logs, results of QC checks, problems encountered			
Describes maintenance of QAPP versions and individual responsible									
Notes required project & QA records									
Gives retention time & location for records									
B1. Identification of Project Environmental Information Operations									
Describes in detail the environmental information operations to be conducted									
States how the environmental information operations have been designed to meet the project purpose									
Details types & number of samples required									
Sampling network design & rationale for design									
Sampling locations & frequency of sampling									
B2. Methods for Environmental Information Acquisition									
Validation study information, for non-standard situations									
Identifies, describes, or references methods and procedures used for acquisition of environmental information including number/identifier, version/revision date, and regulatory citation (if applicable)						The acquisition of environmental information includes collection, production, evaluation and/or use as well as design, construction, operation, or application of environmental technology.			
Identifies any planned modifications to SOPs that are likely to occur during the project and the individual responsible for such updates (if applicable)						This will likely only apply to projects developing or testing methods before committing to an SOP.			
States requested lab turnaround time									
Identifies the collection process, intended use, and type of data compiled from existing data						Examples include databases, software applications, decision support tools, websites, and existing literature			
Identifies individuals responsible for corrective action									
B3. Integrity of Environmental Information									
Notes sample and voucher handling requirements									
Notes chain-of-custody procedures, if required									
Describes the processes for ensuring the competency of organizations performing field or laboratory measurements						Examples are accreditation, certification, provision of data that demonstrates their ability to produce reliable results with the measurement techniques to be used in the project)			
B4. Quality Control									
Identifies QC procedures & frequency for each environmental information operation									
References procedures used to calculate QC statistics (e.g., precision, bias, accuracy)									
Describes acceptance criteria of existing data, suitability to the current project, and compatibility criteria (if it is to be combined with new environmental information)									
B5. Instruments/Equipment Calibration, Testing, Inspection, and Maintenance									
Lists instruments/equipment (e.g., tools, gauges, pumps) needs									

ATTACHMENT 5

PROPOSAL PREPARATION, SUBMISSION AND
EVALUATION GUIDELINES

PROPOSAL PREPARATION, SUBMISSION & EVALUATION

I. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of this RFP must request it in writing no later than seven business days before the last date for submission of proposals. Requests should be directed to the individual in charge at the address listed in the RFP. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the RFP, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

II. Complete Proposals

Proposals shall represent the best efforts of the offerors and will be evaluated as such. Proposals must set forth full, accurate, and complete information as required by this section and other sections of this RFP.

III. Unnecessarily Elaborate Proposals

Brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as unnecessarily elaborate and an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and binding, and expensive visual and other presentation aids are neither necessary nor desired. Concise and clear proposals are sought.

IV. Retention of Proposals

All proposal documents shall be retained by the County and therefore, will not be returned to the offerors. The County will not pay for preparation of proposals or for proposals that are retained by the County.

V. Examination of Proposals

Offerors are expected to examine the Site, Statement of Work and all instructions and attachments in this RFP. Failure to do so will be at the offeror's risk.

VI. Legal Status of Offeror

Each offeror must provide the following information in its proposal:

- A. Name of the offeror;
- B. Whether offeror is a corporation, joint venture, partnership (including type of partnership), or individual;
- C. Copy of any current license, registration, or certification to transact business in the State of Wisconsin if required by law to obtain such license, registration, or

certification. If the offeror is a corporation or limited partnership and does not provide a copy of its license registration, or certification to transact business in the State of Wisconsin, the offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

D. Copies of any current license, registration or certification required in RFP;

E. If the offeror is a partnership or joint venture, names of general partners or joint venturers.

VII. Organization of Offeror

Each proposal must further contain a chart showing the internal organization of the offeror and the numbers of regular personnel in each organizational unit.

VIII. Offerors Authorized Agent

Each proposal shall set forth the name, title, telephone number, and address of the person authorized to negotiate in behalf of the offeror and contractually bind the offeror, if other than the person signing the proposal.

IX. Price Schedule Submission

Offerors are to submit prices for each item identified in the Proposal. Offers for services other than those specified will not be considered. The prices set forth in the schedule will be used for evaluation purposes and for establishing a contract price. Milwaukee County reserves the right to accept or reject any and all Proposals.

X. Certification and Representations

Offerors shall return with their proposal resumes and any other documents as may be requested in the RFP.

XI. Signing of Offers

The offeror shall sign the proposal and print or type its name on the form. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the County.

XII. Proposal Guarantee

By submitting a proposal the offeror guarantees that it will keep its initial offer open for at least 60 days.

XIII. Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment or by letter or telegram including mailgrams. The

County must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

XIV. Late Proposals and Modifications and Withdrawals of Proposals

Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered.

XV. Proposal Evaluation Criteria

Following a list of general criteria which will be used to evaluate the proposals:

- a. Quality and responsiveness to the RFP. Weight: 20%
- b. Project approach and understanding, including strategy to perform requested work and time schedule. Weight: 30%.
- c. Qualifications and experience. Weight: 35%
- d. Fee and hourly rates. Weight: 15%.

XVI. Staffing

Consultant shall provide, at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of Owner.

The offeror must describe his or her qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific matter and similar facilities. Areas of expertise of each proposed staff member shall be provided (i.e., engineering, economics, architecture, planning). Specific examples of similar or related projects previously conducted shall cite:

- Name of client organization
- Name, address, and current telephone number of client contact person
- Contract number and inclusive dates
- Contract amount

Offeror shall provide the following information for every resume:

- Full name
- Title and areas of specialty
- Affiliation (that is, staff of offeror or subconsultant)
- Experience directly related to the proposed project

- Education/training
- Individual personnel hours and percentage of total project time which will be devoted to the proposed project in total and broken down by task. (See suggested matrix below)
- Resumes shall be included for all personnel expected to work on the project. Only resumes of staff or subconsultant staff employed by or under contract with the firm as of the date of proposal submission are to be included.

TASK	NAME OF EMPLOYEE 1	NAME OF EMPLOYEE 2	ETC.....	EXPENSES	SUB TASK	TASK TOTAL
	HOURLY RATE W/OH	HOURLY RATE W/OH	ETC.....		TOTAL	
DESCRIPTION						
1. TASK 1	Number of Hrs/Task	Number of Hrs/Task				
2. TASK 2						
3. TASK 3						
4. TASK 4						
5. TASK 5						
6. TASK 6						
TOTAL HOURS						
TOTAL COST						
% OF TIME						

TOTAL FEE

ATTACHMENT 6

CONSULTANT COST PROPOSAL FORM

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
ARCHITECTURE AND ENGINEERING DIVISION

**PROJECT: Veterans Park Lagoon Feasibility Study
WP0843011**

CONSULTANT PROPOSAL

BASIC SERVICES (Include services of all needed subconsultants)

A. "Actual Cost Not-to-Exceed" fee for Veterans Park Lagoon Feasibility Study contract documents: \$

(_____)

write out amount

(_____)

PRINCIPAL IN CHARGE

Name of Principal

Engineer's Registration No. in Wisconsin

Flat hourly rate for principal

Participation of Targeted Business Enterprises (TBE) at the rate of 12% will be required.

w

Firm Name

Authorized Signature

Title

Date

ATTACHMENT 7

TARGETED BUSINESS ENTERPRISE (TBE)
INSTRUCTIONS & FORMS

Office of Economic Inclusion (OEI)

COMMITMENT TO CONTRACT WITH TBE

TBE Information

TBE Firm Name:	Prime/Sub Options: (SELECT ONE)
Firm Address: (Cannot be a PO Box)	EIN Number:

Project Information

Project Name:	Project No:
Total Contract Amount (less allowances): \$	TBE Goal:
Type of Contract: (SELECT ONE)	

Scope of Work

Scope of Work Detailed Description:
--

Applicable NAICS: *If additional space is needed, please attach a separate sheet.

Work Scope Description:	NAICS:
Work Scope Description:	NAICS:
Work Scope Description:	NAICS:

1. TBE Contract Amount:	2. % of Total Contract:
--------------------------------	--------------------------------

- The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations, the TBE sub-contract amount might NOT be based on the total project contract amount.
- The percentage is based on the eligible scope of services that TBE participation can reasonably be obtained, which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The Pass/Fail determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages MUST satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by OEI the Prime's COMMITMENT to the TBE company.

Bidder/Proposer Commitment

(To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein. (Prime Contractor/Consultant) _____ (Phone) _____, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative Name & Title of Authorized Representative Date

TBE Affirmation

(To be completed by TBE Owner/Authorized Representative)

- I affirm that our firm is certified as (SELECT ONLY ONE)
- I affirm this firm is owned by a (SELECT ONLY ONE)
- I affirm that the majority owner's ethnicity is (SELECT ONLY ONE)
- I affirm that the Wisconsin UCP has certified our company as a TBE, and that our company is currently listed in the Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by (Prime or sub firm name) _____
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein to be completed with my own forces.
- I affirm that approval from OEI will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- Have you done work for Milwaukee County in the past? YES NO

Signature of Authorized TBE Representative Name & Title of Authorized TBE Representative Phone Number Date

OEI Use Only

Commitment number _____ of _____	Participation: _____	Project Total _____	CAGE Code: _____
Approved: _____		Date: _____	

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

Links to Directories for firms eligible for credit:

DBE <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

MBE and WBE <https://wisdp.wi.gov/Search.aspx>

Milwaukee County SBE <https://mke.diversitycompliance.com/Default.asp>

SAM Directory for Federal SBE <https://www.sam.gov/SAM/pages/public/index.jsf>

1. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.

2. **WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.

3. **SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.

4. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) or invoice for consulting the work being performed by TBE by either a) placing the word "TBE" behind the work item or b) breaking out the work done by TBEs at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.

5. **TBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to the Milwaukee County Target Enterprise Program, please contact:

414.278.4851 or oeicompliance@milwaukeecountywi.gov