ARTICLE I - DECLARATIONS BY THE CONTRACTOR

Article 1.1 - Independent Contractor. The Contractor agrees to perform all services set forth and any other services necessary as an independent contractor and not as an employee of the Redevelopment Authority, the Department of City Development or the City of Milwaukee.

Article 1.2 - Conflicts of Interest. The Contractor agrees that:

(1) No officer, employee or agent of the Redevelopment Authority who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract during his or her tenure or for one year thereafter.

(2) No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.

(3) No person described in Article 1.2(1) or 1.2(2) who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance pursuant to this Contract. The Contractor further covenants that in the performance of this Contract it shall not employ any person having such a conflicting interest. The Contractor must disclose its conflicting interest or an employee's conflicting interest to the Redevelopment Authority. Article 1.2 shall not be interpreted in such a manner so as to unreasonably impede upon the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

(4) No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or any benefit to arise therefrom.

Article 1.3 - Discrimination. The Contractor agrees that:

(1) In all hiring or employment made possible by or resulting from this Contract the Contractor (1) shall not discriminate against any employee or applicant for employment because of race, color, sexual orientation, religion, sex or national origin, and (2) shall take affirmative action to ensure that it employs applicants and treats employees without regard to their race, color, religion, sexual orientation, sex or national origin. Article 1.3(1) shall apply but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved in setting forth the provisions of this Article. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, sex or national origin.

(2) The Contractor shall not exclude from participation in, deny the benefits of, or discriminate against any person in the United States on the ground of race, color, sexual orientation, religion, sex or national origin in connection with any program or activity made possible by or resulting from this Contract. The Contractor shall comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

(3) The Contractor will insert the provisions of Articles 1.3(1) and 1.3(2) in all subcontracts, if any, for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(4) The Contractor shall not discharge or in any way discriminate against any person employed in the services covered by this Contract because she has filed any complaint or instituted or cause to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable to her employer.

Article 1.4 – Performance of the Services by the Contractor; Subcontracting and Assignments. The Contractor agrees that:

(1) It has, or will secure at its own expense, all personnel required for performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Redevelopment Authority.

(2) It shall perform all of the services, including but not limited to architectural, planning, engineering, landscape architectural and other technical services, required by this Contract or supervise the performance of such services and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

(3) It shall not subcontract any of the services covered by this Contract without the prior written approval of the Redevelopment Authority. Any ser- vices subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The Contractor shall be as fully responsible to the Redevelopment Authority for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of the Contract.

(4) It shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Redevelopment Authority; provided, however, that claims for money due or to become due the Contractor from the Redevelopment Authority under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the Redevelopment Authority.

Article 1.5 - Time is of the Essence. The Contractor agrees that time is of the essence in the performance of this Contract and that it will meet all deadlines and schedules established pursuant to this Contract.

Article 1.6 - Use of Proprietary Material. The Contractor shall avoid use of proprietary materials or products that would limit competition, except where authorized by the Redevelopment Authority with prior written approval.

ARTICLE II - SCOPE OF SERVICES

Article 2.1 - Manner in which Services are Performed.

(1) The Contractor shall satisfactorily perform the services set forth by this Contract in strict accordance with the terms, conditions and agreements of this Contract including but not limited to time deadlines and schedules, reporting, auditing and document control procedures, payment terms and Redevelopment Authority approval requirements.

(2) The Contractor shall perform the services set forth by this Contract in strict accordance with recognized professional standards prevalent in the field of endeavor encompassed by the requirements of this Contract.

(3) The Contractor shall perform the services set forth by this Contract at the place or places necessary in fulfillment of the Contract requirements.

Article 2.2 - Services to be Performed. The Contractor shall perform services pursuant to the specifications set forth in Request for Services Pricing and/or Scope of Services incorporated by reference to this Contract.

Article 2.3 - Changes.

(1) The Redevelopment Authority may, at any time, without notice to any sureties, by written order designated or indicated to be a change order, make changes in the services to be performed by the Contractor within the general scope of the contract, including but not limited to changes:

A. in the method or manner of performance of services;
B. in the location of where the Contractor performs the services; or
C. directing acceleration in the performance of the services.

(2) If a change made pursuant to Article 2.3 causes a decrease or increase in the Contractor's cost of, or the time required for the performance of the services set forth in Article 2.2, the Redevelopment Authority shall make an equitable adjustment and modify the Contract. Within ten (10) days of receiving a written change order, the Contractor may submit a written proposal for equitable adjustment detailing, including an itemization of time, cost and materials, the basis of the proposal. The Redevelopment Authority shall

consider the Contractor's written proposal when making an equitable adjustment, however, under no circumstances is the Contractor's written proposal binding on the Redevelopment Authority.

ARTICLE III - TIME OF PERFORMANCE

Article 3.1 - Performance Schedule.

(1) The Contractor shall set forth the order in which the Contractor proposes to perform the services and the dates upon which the Contractor contemplates starting and completing salient features of the services set forth in Article II. The Performance Schedule shall reflect the conditions of Article 1.5 and assure the expeditious completion of the scope of services.

(2) Failure to adhere to the Performance Schedule shall be grounds for a determination by the Redevelopment Authority that the Contractor is not prosecuting the Contract with sufficient diligence to ensure completion within the time specified in scope of services. Upon making this determination, the Redevelopment Authority may terminate the Contract for cause pursuant to Article 6.1.

ARTICLE IV - PAYMENTS TO THE CONTRACTOR

1) The Redevelopment Authority agrees to pay the Contractor only upon: (a) the Contractor submitting to the Redevelopment Authority a written request for payment including invoices itemizing the services performed and cost incurred.

2) After reviewing and inspecting the invoices submitted and the Contractor's work product, the Redevelopment Authority shall pay the Contractor pursuant to its request for payment only upon the determination that the Contractor's services are acceptable in that the Contractor has complied with all the terms, conditions and agreements of the Contract.

(3) Additional Fringe or Employee Benefits. The Contractor shall not receive nor be eligible for any fringe benefits or any other benefits to which Redevelopment Authority salaried employees are entitled to or are receiving.

(4) Taxes, Social Security, Insurance and Government Reporting. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contractor receiving payment under this Contract shall be the sole responsibility of the Contractor.

ARTICLE V - RIGHTS AND RESPONSIBILITIES OF THE REDEVELOPMENT AUTHORITY

Article 5.1 - Information to the Contractor. To permit the Contractor to perform the services required, the Redevelopment Authority shall supply in proper time and sequence pertinent data and information available from its records.

Article 5.2 - Deficiencies in Information Provided. If the Contractor finds that any information furnished by the Redevelopment Authority is inadequate for its purpose, the Contractor shall immediately notify the Redevelopment Authority, in writing, as to the additional information needed and such information shall be secured as promptly as practicable by the Redevelopment Authority.

Article 5.3 - Abandonment of the Improvements/Halting of Services

The Redevelopment Authority may at any time after the execution of this Contract abandon, either entirely or for an indefinite time, the construction of the improvements, and/or halt professional services, or any substantial part thereof, or terminate all or any substantial part of the Contractor's service to be furnished hereunder. The Contractor shall be notified in writing by the Redevelopment Authority of any partial or complete abandonment or of the termination of the Contractor's services and thereupon such services shall be halted immediately and this Contract shall be modified or terminated, as the case may be. In such event, all documents finished or unfinished, prepared by the Contractor under this Contract, shall become the property of the Redevelopment Authority, and the Contractor shall be entitled to just and equitable compensation for all services rendered prior to abandonment or termination in accordance with the fee schedule set forth in Article 4.

ARTICLE VI - CONTRACT TERMINATION AND DISPUTES

Article 6.1 – Contract Termination

(1) Termination of Contract for Cause.

A. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of

this Contract, the Redevelopment Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this Contract shall, at the option of the Redevelopment Authority, become the property of the Redevelopment Authority.

B. Notwithstanding the above, the Contractor shall not be relieved of liability to the Redevelopment Authority for damages sustained by the Redevelopment Authority by virtue of any breach of the Contract by the Contractor, and the Redevelopment Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Redevelopment Authority from the Contractor is determined.

(2) Termination for Convenience of the Redevelopment Authority. The Redevelopment Authority may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the Redevelopment Authority to the Contractor. If the Contractor is terminated by the Redevelopment Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the ser- vices actually and satisfactorily performed bear to the total services of the Contractor covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph (1) above, relative to termination, shall apply.

Article 6.2 - Disputes.

(1) Disputes Relating to the Contract. Any dispute arising under this Contract shall be decided by the Executive Director-Secretary of the Redevelopment Authority, subject to written appeal by the Contractor within thirty (30) days of the Executive Director-Secretary's decision, to the Redevelopment Authority's Board, whose decision shall be final and conclusive upon the parties hereto. Pending settlement of any dispute, the Contractor shall proceed diligently with the prosecution of this Contract.

(2) Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, drafts- men, technical engineers and technicians, if any, performing work under this Contract shall be promptly reported in writing by the Contractor to the Redevelopment Authority for the latter's decision which shall be final with respect thereto.

ARTICLE VII - RECORDS, REPORTS, INFORMATION AND AUDITS

Article 7.1 - Records.

(1) Establishment and Maintenance of Records. The Contractor shall maintain records in accordance with requirements prescribed by the Redevelopment Authority with respect to all matters covered by this Contract. In addition, both parties understand that the Redevelopment Authority is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, the Contractor shall maintain such records for a period of seven (7) years after receipt of the final payment under this Contract.

(2) Documentation of Costs. The Contractor shall support all costs by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract. The Contractor shall clearly identify and make readily accessible such documents.

Article 7.2 - Reports and Information

(1) The Contractor shall submit reports, statements, records, data and information as the Redevelopment Authority may require pertaining to this Contract at such times as may be scheduled for submittal, unless otherwise agreed to in writing.

(2) All reports, studies, analyses, memoranda and related data and material the Contractor may develop during the performance of this Contract shall be submitted to and be the exclusive property of the Redevelopment Authority, which shall have the right to use same for any purpose without any further compensation to the Contractor other than hereinafter provided.

(3) Documents and material prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the Contractor other than as herein specifically provided. If this Contract is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Con tract shall be immediately transmitted to the Redevelopment Authority at the effective date of such termination.

Article 7.3 - Audits and Inspections.

(1) At any time during normal business hours and as often as the Redevelopment Authority, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, the Contractor shall make available to the Redevelopment Authority or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the Redevelopment Authority or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

Article 7.4 - Findings Confidential and Identification of Documents.

(1) Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States government, without the prior written approval of the Redevelopment Authority.

(2) Identification of Documents. All reports, maps and other documents completed as a part of this Contract, other than documents exclusively for internal use within the Redevelopment Authority shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): name of Redevelopment Authority, month and year of the preparation, and the name of the Contractor

ARTICLE VIII - INSURANCE AND INDEMNITY

Article 8.1 - Insurance.

(1) The Contractor shall secure the insurance pursuant to Redevelopment Authority of the City of Milwaukee general requirements for insurance unless otherwise noted in the solicitation.

(2) The Redevelopment Authority shall be named as an additional insured with respect to liability coverage, except for the Errors and Omission policy. The Redevelopment Authority shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage.

(3) The Contractor shall provide the Redevelopment Authority with Certificates of Insurance evidencing the coverage required by Article 8.1 subject to the Redevelopment Authority's review and approval prior to commencing the services set forth by this Contract. Failure to provide the insurance required by Article 8.1 shall permit the Redevelopment Authority to terminate this Contract pursuant to Article 6.1(1).

Article 8.2 - Indemnification.

(1) The Contractor agrees that it will indemnify, save and hold harmless the Redevelopment Authority and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the Redevelopment Authority or the City of Milwaukee on account of injury or damage to person or property or otherwise, to the extent that such damage, injury, or other loss may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors.

(2) The Redevelopment Authority shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors, to the Contractor or its insurer and, upon such tender, it shall be the duty of the Contractor and its insurer to defend such claim or action without cost or expense to the Redevelopment Authority.

ARTICLE IX - LEGAL OBLIGATIONS

Article 9.1 - Compliance with Law in General The Contractor shall comply with all applicable federal, state and local laws and ordinances.

Article 9.2 - Compliance with Specific Federal Laws and Regulations. In addition to Article 9.1, the Contractor shall comply with all Federal laws and regulations as referenced or set forth below.

(1) Affirmative Action for Handicapped Workers (Rehabilitation Act of 1973).

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non compliance with the requirements of this clause, actions for non compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non compliance.

(2) Immigration Reform and Control Act of 1986 Employment of Aliens. The Contractor agrees to abide by the requirements of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324A, and certifies that the identity and work authorization of all Contractor's employees hired after November 6, 1986 has been verified and that the Contractor has not knowingly hired any aliens since such date that are not authorized to work in the United States.

(3) The Americans with Disabilities Act of 1990. The Contractor agrees to abide by the requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. 12101 12213, throughout the life of this Contract.