



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

**PROFESSIONAL SERVICE AGREEMENT**  
**[INSERT VENDOR NAME]**

This **PROFESSIONAL SERVICE AGREEMENT** (the “**Agreement**”), dated \_\_\_\_\_, is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Milwaukee County Parks** (the “**County**”) and **[Vendor Name]**, a [type of entity – *corporation, 501(c)(3) organization, LLC, partnership, sole proprietorship, etc – ask Procurement or OCC for assistance if needed*] with a primary place of business at **[Wisconsin address]** (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

**RECITALS**

1. Milwaukee County and Contractor wish to enter into a professional services relationship for habitat restoration design and planning services to provide a Habitat Restoration Plan (HRP) for Milwaukee River Greenway Parks (Lincoln, Pleasant Valley, Kern, Gordan, Milwaukee River Parkway Section 5, Riverside, and Hubbard Parks), in accordance with objectives and recommendations in the Milwaukee River Greenway Ecological Restoration and Management Plan (MRG ERMP); said services which are summarized here and outlined in more detail in the Scope of Services (Scope of Work) attached hereto as Exhibit A.
  - a. Descriptions of all proposed restoration and maintenance activities, methods, equipment, recommended management schedules/timelines.
  - b. Technical Specifications, including but not exclusive to specifications for management activities, equipment and herbicide use, supporting data, GIS generated for the plan, and other related information.
  - c. Monitoring Plan outlining a qualitative monitoring protocol to assess the site during and after restoration implementation. The findings of the qualitative assessment will be used to guide adaptive restoration strategies as needed.
  - d. Long Term Maintenance Plan that can be used by Park staff and volunteers for restored areas. This should provide a detailed outline of annual activities required to manage the project area and maintain desired conditions to meet AOC, MCP, and Partner goals, including detailed information about prescribed burns and the necessary requirements/conditions.
  - e. Hydrology Assessment of Lincoln Park ephemeral pond.
  - f. Phase I Archaeological Survey & Architectural History Reconnaissance
  - g. Development of ephemeral pond design/ wetland scrape and restoration plan. This task is dependent upon results of the hydrology assessment.
2. Due to the nature of this contract, it falls under Chapter 56.30 of the Milwaukee Code of Ordinances, “Professional Services.” This Professional Services Agreement is entered into following all requirements stated in Chapter 56.30 as modified by Wisconsin state statutes.
3. Based on the nature of the services and the dollar value of this Agreement, ..... [enter language provided by Procurement following Procurement’s review of the acquisition method you propose to use].



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

**1. Definitions.**

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

“**Deliverables**” mean any item in Contractor’s Scope of Work that is first developed or created by the Contractor for the County’s use as a result of Services provided under this Agreement. Deliverables include training documents, reports, analysis, and/or other documentation related to the Services provided under this Agreement. Deliverables do not include Contractor’s copyrighted materials and documentation, or other work product in existence prior to the commencement of this Agreement, or first created by the Contractor in any manner not in connection with the Services provided in this Agreement.

“**MCCO**” means the Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at: [https://library.municode.com/wi/milwaukee\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances)

“**Services**” mean the professional consulting services provided under this Agreement by Contractor and/or its identified staff.

**2. Order of Precedence.**

The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:

- a. This Professional Services Agreement;
- b. **Scope of Services (Exhibit A)**
- c. Milwaukee County’s Request for Proposal #RFP-2023-002 (Exhibit B);
- d. Contractor’s Proposal (Exhibit C);
- e. DBE Participation Plan (Exhibit D)
- f. EEOC Certificate (Exhibit E)

**3. Scope of Services.**

Contractor shall specifically perform professional consulting services as identified in the attached Scope of Services (Exhibit A) and Contractor Proposal (Exhibit C).



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

**4. Staffing.**

**a. Qualification.**

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including the availability of sufficient personnel with the necessary qualifications, to perform the services required by this Agreement, as outlined in Exhibit B. Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

**b. Subcontracting and Contractor's Agents.**

Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Agreement. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

**c. Provision of Workspace and Materials.** County agrees to provide mutually agreed upon data needed to complete the HRP. Contractor shall provide all other materials needed by Contractor's personnel in connection with the performance of Services under this Agreement at no additional expense to County.

**5. Term and Termination.**

**a. Term.**

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until **July 31, 2024**, unless terminated in accordance with this Section.

**b. Termination.**

The Parties may terminate this Agreement as detailed in this Section. Upon termination of this Agreement for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.

**i. Termination by Contractor.**

Contractor may, at its option, terminate this Agreement upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate, undisputed billing and



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination, including any retainage.

**ii. Termination by County for Violations by Contractor.**

If the Contractor fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of Agreement, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Agreement.

**iii. Unrestricted Right of Termination by County.**

The County further reserves the right to terminate the Agreement at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination and upon receipt of notice of termination, the Contractor shall reduce its activities hereunder as mutually agreed to by the Parties. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of any services under the Agreement.

**iv. County's Retention of Rights.**

County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that County terminates this Agreement, County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for Services and Deliverables completed in accordance with the terms of this Agreement, provided, however, that such payment will not exceed the unpaid amounts due under the Scope of Work.

**6. Compensation.**

**a. Fees & Payments.**

County shall compensate Contractor for work performed as a fixed fee. The total compensation to Contractor for Services performed under the Agreement shall not exceed **[Insert Contract Value]**, unless agreed to by the County in writing. The County shall pay the fixed fee in monthly installments.

**b. Invoicing.**

Contractor shall submit electronic invoices to the County which include the following information:



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

1. A reference to this Agreement, including the Effective Date;
2. The name and address of the Contractor;
3. An invoice number and invoice date;
4. Remittance name and address;
5. Name, title, and phone number of Contractor's contact for notification in the event of a defective or inaccurate invoice;
6. Deliverables billed for, in a monthly report format provided by the County in alignment with Great Lakes Restoration Initiative reporting requirements, referencing the Scope of Work and Cost Proposal Form
7. The date due; and
8. The amount billed.

Invoices must be submitted electronically to:

Milwaukee County Parks  
ATTN: Natalie Dutack, AOC Program Supervisor  
9480 W Watertown Plank Rd  
Wauwatosa, WI 53226  
natalie.dutack@milwaukeecountywi.gov

The County reserves the right to use a purchasing card to pay invoices.

**c. Cost of Performance of Obligations.**

Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated.

**d. State Prompt Pay Law Exemption.**

State Prompt Pay Law, Section 66.285, does not apply to this Agreement.

**e. Late Payment.**

As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of an accurate invoice from Contractor and County's acceptance of the corresponding services that comply with the terms of this Agreement. If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not paid after the 60<sup>th</sup> day. **Invoices must be sent by mail or e-mail as indicated in provision 6(c) above to be considered received by the County.**

**f. Fees, Permits, Taxes, and Licenses.**

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes; billings including such taxes will be rejected.



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.

**7. Ownership of Data.**

Upon completion of the work or upon termination of the Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Agreement shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

**8. County Rights of Access and Audit.**

The Contractor, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "**Designated Personnel**") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances ("**MCCO**").

**9. Affirmative Action.**

The Contractor assures that it will undertake an affirmative action program as required by MCCO 56.17(1d), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCO 56.17(1d), to the same effect.



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

**10. Disadvantaged Business Enterprise Goals.**

- a. Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) as regards Disadvantaged Business Enterprise (“**DBE**”) participation on County projects, when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.
- b. Contractor shall adhere to the approved DBE participation plan contained in this Agreement as Attachment J in Exhibit B, which assures that a required minimum participation percentage of the Agreement be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Agreement. Approval must be obtained from the County prior to making any change(s) to the approved DBE participation plan.
- c. If Contractor fails to achieve and maintain the level of DBE participation stated in this Agreement, Contractor shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Contractor fails to reflect a good faith effort to achieve and maintain the level of DBE participation stated herein throughout the term of this Agreement, County may consider this as a material breach of the Agreement and may terminate the Agreement in accordance with Section 3 of this Agreement.
- d. Contractor shall submit monthly reports online as required by the County for the purpose of demonstrating compliance with this Section.

**11. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action.**

In the performance of work or execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Agreement.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, or it may permit Contractor to complete the Agreement, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

**12. Indemnity.**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of statutory benefits under Workers’ Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

**13. Insurance.**

Every contractor and all parties furnishing services or product to the County or any of its subsidiary companies must provide the County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the Agreement. All parties shall, at their sole expense, maintain the following insurance:

**a. Commercial General Liability Insurance including contractual coverage:**

The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

**b. Business Automobile Liability Insurance:**

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

**c. Workers' Compensation Insurance:**

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

**d. Employers Liability Insurance:**

Such insurance shall provide limits of not less than \$500,000 policy limit.

**e. Professional Liability/Errors and Omissions:**

This insurance shall insure the professional services of the Contractor for the scope of services to be provided under this Agreement. Such insurance shall provide limits of not less than \$1,000,000 per occurrence.

**f. Additional Requirements:**

- i. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, subcontractors shall also comply with the additional requirements listed below.
- ii. The insurance specified in (a), (b) and (e) above shall: (a) name Milwaukee County, including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- iii. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. The County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- iv. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milwaukee County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- v. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milwaukee County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

**Mail to:**

Milwaukee County Risk Management  
633 W. Wisconsin Ave. Ste. 750  
Milwaukee, WI 53203

**14. Confidentiality.**

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Section 19 of this Agreement and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by the individual who is signing this Agreement on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in Section 12 of this Agreement.

**15. Prohibited Practices.**

**a. Conflict of Interest.**

During the period of this Agreement, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

**b. Code of Ethics.**

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

*"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."*

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

**c. Non-Conviction for Bribery.**

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

under the laws of any state or of the federal government.

**16. Compliance with County's Policies.**

- a. Safety and Security Policies.** Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on County's premises to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the site where Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.
  
- b. Drug Use Policies.** Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides services under this Agreement on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:
  - i. If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or
  
  - ii. As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this Agreement and likely to have been related to Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor's expense, and Contractor will address any positive results and handle accordingly. Contractor's employee will not be permitted to perform the services if a positive result of the drug screen is determined.



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

**17. Notices.**

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

**To Contractor:**

Name: \_\_\_\_\_

ATTN: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

**To County:**

Milwaukee County Parks

ATTN: Executive Director

9480 Watertown Plank Road  
Wauwatosa, WI 53226

[Guy.smith@milwaukeecountywi.gov](mailto:Guy.smith@milwaukeecountywi.gov)

*With a Copy to:*

Milwaukee County Corporation Counsel  
901 N. 9th Street, Room 303  
Milwaukee, WI 53233

[Margaret.Daun@milwaukeecountywi.gov](mailto:Margaret.Daun@milwaukeecountywi.gov)

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

**18. Public Records.**

Both parties understand that the County is bound by the 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.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

**19. Independent Contractor.**

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give Contractor any authority to supervise, manage, and/or direct County employees.

**20. Electronic Documents Considered Writing.**

Any document properly transmitted by computer access will be considered a “writing” delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

**21. Compliance with Laws.**

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

**22. Choice of Law.**

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

**23. Assignment Limitation, Subcontracts.**

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

**24. Severability.**

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

**25. Modification and Waiver.**

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party



PROFESSIONAL SERVICE AGREEMENT  
[ENTER VENDOR NAME]

to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

**26. Entire Agreement.**

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

**27. Authorization.**

*If the contract required the authorization of the Milwaukee County Board of Supervisors, provide the following information. If no authorization was required, delete this section.*

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on [Insert Date Action was Taken], Resolution File No. [Insert Resolution File #].

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

# EXHIBIT A

## Scope of Work Wisconsin DNR Office of the Great Waters

---

**Project Title:** Enhancements to Milwaukee River Greenway - Design

**AOC(s):** Milwaukee Estuary Area of Concern

**Project Applicant:** Natalie Dutack  
Area of Concern Program Supervisor  
Milwaukee County Parks  
9480 W Watertown Plank Road, Wauwatosa, WI 53226  
[Natalie.Dutack@milwaukeecountywi.gov](mailto:Natalie.Dutack@milwaukeecountywi.gov)  
414-257-5064

**Project Location:** Milwaukee River Greenway Parks: Milwaukee River Parkway Section 5, Riverside Park, Gordon Park, Pleasant Valley Park, Kern Park, Hubbard Park, Lincoln Park

**Project Background/Rationale:** This seven-mile contiguous river corridor, approximately 628 acres of parkland containing a matrix of 240 acres of natural habitat, is located in the Milwaukee Estuary AOC and has been identified as a management action area for the Degradation of Fish and Wildlife (F&W) Populations beneficial use impairment (BUI). This vital urban environmental corridor along the Milwaukee River provides important floodplain forest, upland forest, shrubland, wetland, and aquatic habitat for a diverse assemblage of F&W.

The MRG requires enhancements to improve as an established refuge for diverse F&W populations. There are 10 parks that make up the complexity of the Greenway, of which all but one, Hubbard Park, is owned by MCP. These include (upstream to downstream): Lincoln Park, Estabrook Park, Hubbard Park, Kern Park, Pleasant Valley Park, Cambridge Woods, Gordon Park, Riverside Park, Milwaukee River Parkway – Section 5. All these parks, **except for Estabrook Park and Cambridge Woods**, were determined to be a high priority for enhancements to address the Degradation of F&W Populations BUI.

### Ecological Restoration and Management Plan Development

During the first stage of this project (Planning) the MRG ERMP was created for natural areas in the seven priority parks by MCP staff, in coordination with partnering land managers and landowners – River Revitalization Foundation, Urban Ecology Center, and the Village of Shorewood. A desktop cultural resources review of the project area was completed by DNR staff to summarize nearby and overlapping documented areas of historical significance as well as to provide recommendations and next steps for activities that should be completed by a qualified consultant.

A thorough baseline assessment of both native and non-native vegetative communities was conducted from 2020-2021. The MRG ERMP was developed utilizing these assessments, identifying management activities and needs that meet both MCP and AOC goals. The planning and design work for this project will be informed by the ERMP.

The ERMP conducted a preliminary assessment of the wetlands within the project area. Two wetland types have been historically delineated by the WDNR and SEWRPC within the MRG corridor and include “forested” and “emergent/wet meadow”. There one verified ephemeral pond located in the MRG within the floodplain forest at Lincoln Park. SEWRPC conducted an official delineation of the ephemeral pond only. Further hydrology study if required to determine if the site is suitable for restoration and as habitat for SLCI species.

Great Lakes Legacy Act Project Coordination

In the lower portions of the MRG, there are floodplains that were historically under water when the North Avenue dam was still in place. When the dam was removed in 1997 the water was lowered and settled into a more streamlined channel leaving contaminated sediments in the floodplain. Some of the parks that are part of this restoration project have designated floodplains where contamination was found as part of the current AOC-wide Great Lakes Legacy Act (GLLA) project agreement for feasibility (FS) and remedial design (RD). These include (upstream to downstream):

Park	Floodplain
Kern Park	Floodplain 4
Pleasant Valley Park	Floodplain 11
Gordon Park	Floodplain 6
Riverside Park	Floodplain 7
Milwaukee River Parkway - Section 5	Floodplain 8

Any restoration work in the floodplains of these parks during a future implementation phase of this project will be impacted by the selected remedy. This will be considered during the design process for this project.

Fisheries Improvements to Lincoln Park Oxbow

Milwaukee Metropolitan Sewerage District (MMSD) is also conducting AOC Population projects along the Milwaukee River, some of which take place on MCP property. The Lincoln Park Oxbow project, the goal of which is to provide aquatic enhancements for priority species, overlaps with portions of the Greenway project area. The selected consultant will need to coordinate with the MMSD project team, along with MCP and DNR, as we work to define management actions, timelines for implementation, and overall project planning.

**Scope of Work:** The proposed scope for this project is to move the MRG ERMP development to design. This will involve the creation of Habitat Restoration Plan Sets based upon the MRG ERMP, outlining restoration activities, timelines, and budget estimates. These plan sets will be implemented by a contractor selected through a competitive bid process in the implementation phase. An Archaeological Cultural Resources Assessment will also be completed during this project phase to adhere to Section 106 National Historic Preservation Act (NHPA) requirements – see task 4 for more details.

Habitat Restoration Plan

The MRG ERMP identified three primary habitat types to manage within the MRG Parks. These were: (1) Southern Mesic Forest, (2) Floodplain Forest, and (3) Sedge Meadow. Additional habitat types delineated were surrogate grassland and re-created mesic prairie. All habitat types are degraded, a condition resultant from: development, habitat inundation from dams, heavy human use, introduction of invasive species, high deer populations, deforestation, and deposits of fill materials. A number of these impacts continue to the present day which requires active management to maximize the ecological potential of the MRG. With careful planning and proper placement, there are a number of ecological restoration projects that can be undertaken within the MRG such as: forest stand improvement, creation of sedge meadows in the river flats, invasive species management, reforestation, and wetland enhancement. HRP Design will be for approximately 100

acres of the 240 acre project area. A portion of the acreage will be affected by GLLA remedial actions and thus restored under a separate project. Further details outlined in Section III: Scope of Consultant Services and Attachment M: MRG ERMP.

The consultant will provide plan sets for on the ground land management activities in accordance with objectives and recommendations in the MRG ERMP, including, but not limited to:

- Descriptions of all proposed restoration and maintenance activities, methods, equipment, recommended management schedules/timelines.
- Technical Specifications, including but not exclusive to specifications for management activities, equipment and herbicide use, supporting data, GIS generated for the plan, and other related information.
- Monitoring Plan outlining a qualitative monitoring protocol to assess the site during and after restoration implementation. The findings of the qualitative assessment will be used to guide adaptive restoration strategies as needed.
- Long Term Maintenance Plan that can be used by Park staff and volunteers for restored areas. This should provide a detailed outline annual activities required to manage the project area and maintain desired conditions to meet AOC, MCP, and Partner goals, including detailed information about prescribed burns and the necessary requirements/conditions.
- Development of ephemeral pond design/ wetland scrape and restoration plan. This task is dependent upon results of hydrology assessment

Consultants will utilize the Focal Species Score Card developed by the Milwaukee Estuary AOC Tech Team for the Milwaukee River Greenway in the planning process. A draft example is provided at the end of this document.

The MRG ERMP identified three habitat types to manage within the seven-park project area. These were: (1) Southern Mesic Forest, (2) Floodplain Forest, and (3) Sedge Meadow. The following are a summary of MRG ERMP goals that will be met under this SOW:

- Protect ecologically significant natural areas within the Milwaukee River Greenway
- Maintain and increase native plant and wildlife diversity
- Reduce the negative impacts of invasive species
- Implement restoration projects that are a priority for MCP and partner organizations while also addressing BUIs associated with the Milwaukee River Estuary AOC.

### Phasing

The consultant effort will be broken into the following deliverables, described in full detail under Scope of Consultant Services below.

- General Requirements
- Phase I Archaeological Survey & Architectural History Reconnaissance
- Hydrology Assessment
- Habitat Restoration Plan – broken into 4 phases:
  - Phase 1 - Development (60%) HRP.
  - Phase 2 - Development (90%) HRP.
  - Phase 3 - Complete final design development, plan sets and specifications for all elements of the project. Prepare and gain permits and approvals from local and state governments.
  - Phase 4 - Habitat Restoration Oversight and implementation of Monitoring Plan

A consultant will be hired initially to complete the General Requirements, Phase I Archaeological Survey & Architectural History Reconnaissance, Hydrology Assessment, and Phase 1, 2, & 3 of the Habitat Restoration Plan only. The County may, but **will not be obligated to, extend the consultant agreement to include Phase 4**. The County reserves the right to pursue the process of hiring a different consultant for Phase 4 at its discretion. The scopes and fees will be reviewed and renegotiated, if necessary, at the time consideration is given to adding the next phases of work to the consultant's contract.

This project is fully grant funded from WNDR through Great Lakes Restoration Initiative (GLRI) - Focus Area I Toxic Substances and Areas of Concern and/or other sources. MCP has received initial funding which will allow completion of tasks up through Phase 3. All tasks after Phase 3 are contingent on MCP receiving additional grant funding.

Bid documents will be prepared by MCP, in coordination with the selected consultant. Construction and implementation shall be completed by a separate restoration contractor, utilizing the finalized HRP and bid documents. Please note that Milwaukee County is generally prohibited by state statute from entering into design-build contracts (Wis. Stat. §66.0901).

***Estimated Timetable:***

<b>Task</b>	<b>Timeframe</b>	<b>Responsible Party</b>
Consultant Selected & Contract Awarded	March-April 2023	MCP
Quality Assurance Documentation (development and approval)	February 2023; Spring 2023	MCP; Consultant
Preparation of permits & Section 106 review and determinations	April/May 2023 - December 2023	Consultant, DNR, USEPA
Historical Reviews/Data Gap Analysis	April - May 2023	Consultant
Field Visits and Data Gap Surveys [as needed]	May - September 2023	Consultant
Hydrology Analysis of Lincoln Park Ephemeral Pond	May 2023- May 2024	Consultant
Drafting of Habitat restoration design plan sets	May 2023-July 2024	Consultant
Draft Design Completed (60%); Assessment by stakeholders	December 2023	Consultant, MCP, DNR; Stakeholders (UEC, RRF, Village of Shorewood, Tech Team)
Public Outreach Event	January 2024	MCP, Consultant (as needed), DNR, WRP, CAC
Bid Documentation Prep	January – July 2024	MCP, Consultant

Draft Design Completed (90%); Assessment by stakeholders	May 2024	Consultant, MCP, DNR, Stakeholders (UEC, RRF, Village of Shorewood, Tech Team)
Project reporting	Quarterly	MCP, Consultants
Additional public outreach and Tech Committee updates	As necessary	MCP, Partners, DNR, Consultants
Final Report, Billing, & Project Closeout	July 31, 2024	MCP, Consultants

**Deliverables:** The following is a list of tasks that must be completed for the project along with the deliverables associated with each task. All work products must be approved by MCP and WDNR and will be retained as property of WDNR. All work deliverables should be submitted to the MCP AOC Program Supervisor, designated MCP staff, and WDNR.

Task 1: Prepare and Gain Approval for a Quality Assurance Project Plan (QAPP)

Prepare and gain approval for a Quality Assurance Project Plan (QAPP) for completing project management activities, a historical review and data gap analysis, any necessary field surveys, Section 106 assessments, draft and final design of the project that includes a HRP, hydrology assessment, potential wetland scrape design, and a monitoring and long-term maintenance plan. Gain approval by MCP & DNR.

Deliverables:

- a) Completed QAPP in electronic format.

Task 2: Project Meetings and Coordination

Coordinate with the MCP and WDNR via email, phone, and virtual/ in person meetings. The consultant shall be prepared to attend a project kick-off meeting and monthly meetings (at a minimum) to review the project status with the design team and other meetings as necessary.

Deliverables:

- a) Project kick-off and monthly meeting participation.
- b) Coordination via email, virtual meetings, and in person as needed throughout the project period to address planning and design issues.

Task 3: Community Outreach

The selected consultant will work with MCP, WDNR, and Waterway Restoration Partnership (WRP) to plan and prepare outreach/communications materials related to the project. This may include virtual and/or in-person community outreach meetings or the creation of content for the WRP website.

Deliverables:

- a) Attendance as needed at community outreach meetings hosted by the WRP and MCP.
- b) Preparation, submission, or contribution of presentation slides, photos, updates, and any other content that may be utilized for outreach purposes.

Task 4: Invoicing and Reporting

The consultant shall submit monthly invoices to the AOC Program Supervisor, including

- A reference to this Agreement, including the Effective Date;
- The name and address of the Consultant;

- An invoice number and invoice date;
- Remittance name and address;
- Name, title, and phone number of Consultant's contact for notification in the event of a defective or inaccurate invoice;
- Deliverables billed for, referencing the Scope of Work and the Cost Proposal Form;
- The date due;
- The amount billed;
- 5% retainage detailed with a total reflecting this retainage

This invoice shall be accompanied by a report detailing the following:

- Description of work/activities, by deliverable, completed within the project period.
- Description of any problems encountered or delays and how they were resolved.
- Anticipated work for the next month/reporting period
- Acres – GLRI Grants require a number of acres of habitats that have been protected, restored, enhanced or re-opened in their reports. As this is a design project our acres will be those designed for in the HRP.

The MCP AOC Program Supervisor also prepares and submit quarterly reports, quarterly invoices, and a final report for the project. These reports are submitted **January 1, April 1, July 1, and October 1** of every year. The consultant shall, to the best of their ability, submit reports/invoices for the months of December, March, June, and September, ahead of or on the Quarterly Report due date. The consultant may also be asked to provide additional content or verification of data submitted in reports at these time periods.

Deliverables:

- a) Monthly Invoice accompanied by a detailed report, every month through the project end date.
- b) Content or updates as needed for Quarterly Reports

*Task 5: Permitting and Regulatory Requirements*

The consultant will prepare all applicable federal, state, and local permit applications and gain regulatory approvals as required. Prepare materials and ensure compliance with National Historic Preservation Act, National Environmental Policy Act and Endangered Species Act.

Deliverables:

- a) Copies of all permit applications, materials, and regulatory correspondence.

*Task 6: Cultural Resources Archaeological Assessment*

The consultant will conduct an archaeological archival/literature review and a Phase 1 assessment of the seven Milwaukee River Greenway Parks: Milwaukee River Parkway Section 5, Riverside Park, Gordon Park, Pleasant Valley Park, Kern Park, Hubbard Park, Lincoln Park. This will include identification of all cultural resources, both archaeological and architectural, directly within the project area as well as resources within one mile of the project area. See Task 4 for additional permitting and regulatory requirements.

Deliverables:

- a) Survey documentation including completed data sheets, photographs, and other documentation will be submitted in the appropriate format, with electronic format preferred. Photographs should be of the highest resolution and all field work, accurate location information for survey sites, and boundaries must be collected using GPS with 95% accuracy, so data can be used in

geographic information systems, including ArcGIS 10.8.1 or ArcPro. The referencing system and datum (i.e. WGS84, WTM 83/91) must be documented for data collected.

b) Section 106

- Delineate the area of potential effects (APE), map or site figure
- Identify previous archaeological surveys or documentation of historic properties (also for nearby relevant areas)
- Conduct desktop or field surveys as appropriate
- Identify any historic properties
- Identify relevant consulting parties if appropriate for the project
- Involve public – both before and after determination of effect as appropriate for the project and identify how the public was involved
- Submit report(s) of investigation along with SHPO consultation form to EPA for review
- Following EPA review, submit SHPO form and reports to SHPO (GLNPO to send letter to applicable parties/tribes)

Task 7: Hydrology Assessment of Lincoln Park Ephemeral Pond

The current ephemeral wetland located within the Lincoln Park floodplain forest is approximately one-acre in size and has a linear shape suggesting it is the location of an old river or creek channel. Site hydrology requires analysis, including determination of the water source and potential hydroperiod, through the installation of shallow groundwater monitoring wells within the wetland depression. If supported by baseline hydrology data, shallow wetland scrapes and targeted excavation could be utilized to lower the basin depth to achieve the target hydrology and hydroperiod for the pool and incorporated into the HRP (Task 8).

Task 8: Habitat Restoration Plan Sets for Upland Restoration

The consultant shall provide design or plan sets of the on the ground land management activities for wildlife: invasive species control, grassland restoration, grassland management, forest stand improvement, reforestation, sedge meadow restoration, and prescribed burns, as well as vegetative monitoring plans through the implementation phase. Work will be phased with the contractor providing 60% (Phase 1), 90% (Phase 2), and final design (Phase 3) plans.

*Phase 1: Habitat Restoration Plan – 60% design*

Provide plan and specification sets for the on the ground land management activities for wildlife. Work will include but are not exclusive plan sets of the on the ground land management activities for wildlife: invasive species control, forest stand improvement, reforestation, sedge meadow restoration, revegetation, and prescribed burns, as well as Technical Specifications, Monitoring, Project Oversight, and Long Term Maintenance plans. See Attachment M: MRG ERMP: the design will integrate the ecological aspects of the project outlined further in the ERMP, with considerations for project goals.

- A. Review and compile existing data, identify gaps or outdated information and reassess as necessary. Detailed vegetative and faunal surveys, soil and wetland maps, and further assessments completed for the MRG ERMP will be provided.
- B. Coordinate reviews and any necessary investigations for endangered resources.
- C. Prepare 60% Habitat Restoration Plan Sets, including early data from Hydrology Assessment, if applicable - Electronic formats (PDF, CADD, GIS). Set shall include:
  - i. Cover sheet and illustrations/maps
  - ii. Habitat Restoration Plan organized in a manner to align with previous restoration plans utilized by MCP. Such plans will be provided to the consultant. In addition to descriptions of all proposed restoration and maintenance activities, methods,

equipment, recommended management schedules/timelines, plan sets shall include Technical Specifications, a Monitoring Plan, and a Long-Term Maintenance Plan, as described above.

- D. Draft cost estimate and technical specifications.
- E. Consultant shall not proceed to Phase 2 - final design until plan sets are approved by MCP and WDNR.

*Phase 2: Habitat Restoration Plan – 90% design*

- A. Complete 90% Habitat Restoration Plan for MRG Parks. Provide electronic copy with full size drawings in appropriate formats (PDF, CADD, GIS).
- B. Complete 90% probable cost estimate and technical specifications.
- C. Hold a design review meeting with the County, DNR, partners and the AOC Tech Team.
- D. Consultant shall not proceed to Phase 3 - final design until plan sets are approved by MCP and WDNR.

*Phase 3: Habitat Restoration Plan – Final Design & Permitting*

- A. Complete final Habitat Restoration Plan for MRG Parks. Provide electronic copy with full size drawings in appropriate formats (PDF, CADD, GIS).
- B. Complete technical specifications for inclusion in the project manual.
- C. Complete final probable cost estimate.
- D. Hold a design review meeting with the County and other invited agencies and AOC stakeholders (public meeting).
- E. Provide MCP with all drawings and specifications to be included into bid documents. MCP will assemble the bidding documents.
- F. Prepare all applicable federal, state and local permit applications and gain regulatory approval for the as required. This includes preparing materials and ensuring compliance with but may not be limited to: National Historic Preservation Act, National Environmental Policy Act, Endangered Species Act and Wisconsin Administrative Codes relating to contaminated sites, historic fill exemption, sediment investigation, aquatic plant management, and waterway and wetland activities.
- G. Provide copies of all permit applications, materials and regulatory correspondence to MCP.
- H. Coordinate reviews and any necessary investigations for endangered and cultural resources.
- I. File all necessary agency notices, such as WDNR Notice of Intent, wetland concurrence etc., if applicable.
- J. Provide agency coordination for all plan reviews and permits required (MCP, DNR). Investigate, develop, and incorporate into the planning and construction documents all mitigation efforts necessary to address all agency concerns.
- K. Coordinate and attend a pre-application or regulatory review meeting with the regulatory agencies.

Deliverables:

- a) HRP Plan Sets for all management activities

*Task 9: Habitat Restoration Oversight and Implementation of Monitoring Plan (Phase 4)*

**A consultant will be hired initially to complete the General Requirements, Phase I Archaeological Survey & Architectural History Reconnaissance, Hydrology Assessment, and Phase 1, 2, & 3 of the Habitat Restoration Plan only. The County may, but will not be obligated to, extend the consultant agreement to include Phase 4.** The County reserves the right to pursue the process of hiring a different consultant for

Phase 4 at its discretion. The scopes and fees will be reviewed and renegotiated, if necessary, at the time consideration is given to adding the next phases of work to the consultant's contract.

**Deliverables:**

- a) Habitat Restoration Oversight and Implementation of Monitoring Plan shall include but are not limited to:
  - Conducting regular site visits to review the status of the project implementation
  - Reviewing of ongoing management activities, walkthrough of the site for general observations, verifying project plans are being implemented as designed, review of herbicide logs, and project is following anticipated schedule
  - Implementing monitoring protocol to assess the project site during and after restoration implementation.
  - Providing feedback and progress reports on status back to MCP.
  - Attending monthly project meetings with the implementation contractor or outreach events as needed
  - Coordinating with MCP via phone, in person, or virtual meetings as needed

Implementation of Phase 4 is dependent on the full scope and timeline that will be provided in the final HRP. The full scope of this phase, including the quantity (i.e. meetings, site visits, etc.) and scheduling of related activities will need to be refined upon completion of the HRP.

**Focal Species Score Card:** The Focal Species Scorecard was developed by the Tech Team to be utilized by contractors in the development of HRPs. The scorecard will be used to indicate how specific actions and management activities will benefit priority species identified for this project. The attached is a high-level example of that form, providing species groupings. The selected consultant will receive a final template that will include specific species.

**Focal Species Scorecard Example:**

Group	Identified as a priority group for the project area in the draft Management Action List?	Present in the project area during the 2014-2017 assessment?	Habitat Action 1	Habitat Action 2	Habitat Action 3	Habitat Action 4	Habitat Action 5
Forest Breeding Bird	Y	Y					
Wetland Breeding Bird	Y	Y					
Shrubland/Edge Breeding Bird	Y	Y					
Grassland Breeding Bird	N	Y					
Airspace/Urban	N	Y					
Frog	N	Y					
Turtle	Y	Y					
Snake	Y	Y					
Mammal	Y	Y					
Crayfish	Y	N					