CBP-4(Rev. 5/25/05)

For (DCD) PURCHASING/CONTRACT SERVICES SECTION USE ONLY

CONTRACT FOR SERVICES
PART I

City of Milwaukee

CONTRACT NO. _____-
DIVISION/SECTION: DCD
DATE OF AWARD: 9/28/22
FUNDING SOURCE: ARPA

Department of City Development
Purchasing/Contract Services

The provisions of this contract have been reviewed and approved by the Office of the City Attorney.

Distribution
Original - Contract Services
Copy 1 - Contractor
Copy 2 - Comptroller

SERVICE DESCRIPTION (General): This Agreement is awarded in connection with the Homes MKE program, pursuant to which vacant houses in the City of Milwaukee's (the "City") inventory of tax-foreclosed residential properties (each a "Home" as further defined herein) shall first be acquired by the Contractor and then subsequently renovated and returned to productive use (the "Program").

Homes shall first be acquired by the Contractor and then redeveloped for home ownership or lease. **Please *check the applicable box(es) below***:

☐ Home ownership (Owner Occupancy)
☐ Lease to Own
☐ Lease

TIME OF PERFORMANCE: Contractor shall have nine months from the date of acquisition of each Home to complete the renovation thereof; provided, however, that all Homes assigned to the Contractor must be fully renovated not later than October 1, 2024 ("Expiration Date"). Notwithstanding the forgoing, Contractor may request in writing one extension of the time to perform not less than thirty (30) days' prior to the Expiration Date, any such extension to be granted in the City's sole discretion.

AMOUNT OF CONTRACT: The total amount of the Contract is Not to Exceed _____ Thousand Dollars ($____.00), said amount being subject to change (increase or decrease) ***at the sole discretion of the City*** based on the final number of Homes assigned to the Contractor as set forth on **Exhibit C** and the Scope of Work and Reimbursement Amount as determined by the City for each such Home (as such terms are defined hereafter).

THIS AGREEMENT, entered into as of _____ ____, 2023 (the "Effective Date") by and between [ ] (hereinafter referred to as the "CONTRACTOR"), and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY"),

Performance, schedules, and/or payments are subject to review and approval by Lafayette L. Crump, Commissioner of the City of Milwaukee Department of City Development ("DCD"), or his designee.

The following constitute the Contract Documents certain of which are incorporated by reference, which together shall form the Contract. In case of any conflict or ambiguity among the terms in any Contract Document, precedence shall be determined by descending order.

a. This Instrument
b. Part II - Federal Contract Provisions
c. Request for Proposals – Homes MKE and all addendums thereto issued by the City, Official Notice #57964 (which such documents are hereby incorporated by reference)
d. Exhibit A – The Contractor's Proposal, as accepted by the City
e Exhibit B –Homes MKE Rehabilitation Standards

f. Exhibit C –Homes List – (Homes to be acquired and renovated by Contractor, list to be updated from time to time at the direction of the City in its sole discretion)
g. Exhibit D – Workforce Subsidy Requirements
h. Exhibit E– Intentionally Omitted
i. Exhibit F **–** Insurance
i. Exhibit G **–** Purchase and Sale Agreement
j. Exhibit H **–** Affordable Rental Guidelines
k. Exhibit I **–**Home Payment Workbook – *Home Ownership (Owner/Occupant)*
   I-1 **–** Estimating Compilation
   I-2 **–** Reimbursement Worksheet
   I-3 **–** Payment Request
   I-4 **–** Recapture
l. Exhibit J **–**Home Payment Workbook – *Lease*
   J-1 **–** Estimating Compilation
   J-2 **–** Rental Proforma
   J-3 **–** Reimbursement Worksheet
   J-4 **–** Payment Request
m. Exhibit K **–** Alternative Home Ownership Model (as applicable)
n. Exhibit L – Sewer Work Deliverables and Contracting Requirements

WHEREAS, THE CONTRACTOR represents itself as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent entrepreneur and not as an employee of the CITY.
NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. RETENTION OF SERVICES. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

II. REQUIREMENTS. The CONTRACTOR is required to

A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this Contract.
B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
C. Comply with time schedules and payment terms.

III. SCOPE OF SERVICES. The Contractor shall provide the Scope of Services as set forth below; the renovation of each Home shall meet or exceed the Homes MKE Rehabilitation Standards detailed in **Exhibit B**.

A. Definitions

For purposes hereof, “Home” shall mean a residential dwelling with up to 2 residential units; owned by the City; acquired by the City by property-tax foreclosure; listed on the City’s inventory list of property-tax-foreclosed City-owned real estate to be subsequently conveyed to Contractor for redevelopment. Properties for the Program will be primarily located in an area roughly bounded by Silver Spring Drive on the North, Lincoln Avenue on the South, the Milwaukee River on the East and Sherman Boulevard on the West. Each Home will be assigned and conveyed to the Contractor in the City’s sole discretion.

B. Property Selection

Simultaneously with the execution of this Agreement, the City will provide an initial list of properties to the Contractor as set forth on **Exhibit C**, said list being subject to change (increase or decrease in the number of Homes), in the City’s sole discretion, based on the Contractor’s financial capability and ability to timely meet the ”Project Milestones” (as defined hereafter).

(i) Contractor shall have thirty (30) days from assignment of a Home by the City to submit a completed Scope of Work (as defined hereafter), Estimating Compilation and Reimbursement Worksheet to the City for approval. In the event that the Contractor intends to offer the Home following renovation thereof for sale or lease pursuant to an alternative home ownership model (e.g. lease-to-own, land trust etc.) the Contractor shall also submit for the City’s review and approval (any such approval to be granted in City’s sole discretion), a detailed description of such ownership model (to be included as **Exhibit K** hereto).

(ii) Contractor shall have seven days from the date of the City’s approval of the Reimbursement Worksheet (any such approval shall be in the City’s sole discretion) to reject or accept in writing an assigned Home for any reason or no reason (the “Due Diligence Period”). **Exhibit C** and the total Contract Amount shall be updated accordingly by the City, ***in its sole discretion***, upon the expiration of the Due Diligence Period.

In the event that the Contractor fails to accept or reject any Home within the Due Diligence period, such Home may be removed from the Contractor's property list (and the Contract Amount reduced accordingly) at the sole discretion of the City upon not less than ten (10) days' prior written notice to the Contractor. In the event that a Home is rejected by Contractor or otherwise removed from the Contractor's list, the City is not obligated to replace such property.

C. Home Disposition – City to Contractor

1. *Project Milestones - Timeline for Disposition to Contractor and Renovation*.

(i) Contractor shall have ten (10) days from its acceptance of the City-approved Reimbursement Worksheet for a respective Home to execute a Purchase and Sale Agreement covering the same (a "PASA", as further described herein and a copy of which is attached hereto as **Exhibit G**).

(ii) Contractor shall have thirty (30) days from the date on which the PASA is fully executed to acquire the same (as evidenced by a fully executed deed filed with the Milwaukee County Register of Deeds) ("Acquisition Date").

(iii) Contractor may elect to stagger the timing of commencement of renovation of each Home. Contractor shall have one hundred twenty (120) days following the Acquisition Date of each respective Home to substantially commence renovation thereof (as evidenced by contract letting, demolition, and/or the installation or repair, as applicable, of HVAC, utilities or plumbing). For the avoidance of doubt, on and after the Acquisition Date of a Home, the Contractor shall be solely responsible for securing the Home, and shall take reasonable measures to ensure that such Homes do not fall into further disrepair prior to commencement of renovation, ordinary wear and tear excepted.

(iv) Contractor shall have nine months from the Acquisition Date of each Home to complete the renovation thereof in accordance with the Scope of Work and consistent with the Homes MKE Rehabilitation Standards (as evidenced by a field inspection and delivery of Certificate of Code Compliance); provided, however, that all Homes assigned to Contractor must be fully renovated not later than October 1, 2024.

2. *Failure to Meet Project Milestones*. In addition to any other remedies set forth herein, in the event that Contractor fails to timely and satisfactorily complete Project Milestones (i) and (ii) above, such Home may be removed from the Contractor's property list (**Exhibit C**) ***at the sole discretion of the City*** upon not less than ten (10) days' prior written notice to the Contractor, and the total Amount of this Contract shall be reduced accordingly; the parties shall have no further obligation with respect to any such removed Home. The City is not obligated to replace such removed property. Failure to timely complete Project Milestones may result in the Contractor being excluded from any future Home assignments in connection with the Program.

3. *Purchase and Sale Agreement Terms; Deed of Sale Covenants**.*** The Contractor and City shall enter into a PASA, which shall incorporate all the terms and conditions of this Agreement. The parties may enter each PASA on a property-by-property basis in accordance a mutually agreed upon schedule for the acquisition and completion of the restoration of each Home. The Purchase Price (as defined in the PASA) for each Home shall be negotiated on a property-by-property basis. Contractor shall be responsible for all closing costs and any listing broker commissions. Closings on the sales of Homes shall be per the PASA and a by Deed form City to Contractor; such Deed shall contain certain restrictive covenants regarding the resale and/or lease of Homes. Without limiting any other remedy in law or equity of the City, failure to comply with any such Deed restrictions may result in Contractor's repayment of the Contract Amount paid to Contractor and an extension of the period that such restriction applies as further set forth in Section XIV hereof and the Deed. City shall convey each Home AS IS, WHERE IS. Contractor must meet City's general buyer policies in MCO 304-49-9 regarding City sales to Developer of Homes.

4. *Scope of Renovation Work*.

(a) *Generally*. Contractor shall be responsible for developing a scope of work ("Scope of Work") for each Home in accordance with the Homes MKE Rehabilitation Standards set forth in **Exhibit B**, obtaining all required permits, using lead-safe renovation practices (including supervision and monitoring) and proper handling and disposal of asbestos containing materials in accordance with local, state and federal requirements, and scheduling a code compliance inspection with the Department of Neighborhood Services. All contractors and sub-contractors must have a City of Milwaukee home improvement contractor's license. Contractor may not allow a tenant or a buyer to occupy the Home, and Contractor may not close on a sale or lease, prior to obtaining a Certificate of Code Compliance for the Home and completing the Scope of Work consistent with the Homes MKE Rehabilitation Standards.

(b) *Sewer Work.* As part of the Scope of Work for each Home, Contractor shall undertake certain sewer infiltration and inflow work ("I/I Work") intended to reduce sewer overflows during wet weather events. This I/I work is being undertaken pursuant to that certain Funding Agreement - Private Property Infiltration and Inflow Reduction Agreement (No. M10005MI08) (the "Funding Agreement") between the City, acting through DCD, and the Milwaukee Metropolitan Sewerage District ("District"). In accordance with the Funding Agreement, Contractor shall work with DCD, in coordination with DPW, to determine a scope for the I/I Work. Contractors shall engage subcontractors ("Approved Sub-Contractor") from District's "Approved Contractors List" to perform the I/I Work, said list to be provided to Contractor upon DPW's approval of the scope. The Contractor shall request at least three price quotes for the I/I Work from Approved Sub-Contractors, if said work is anticipated to cost *$25,000 or less* to complete. Contractor shall request ***and obtain*** at least three price quotes for the I/I Work from the Approved Sub-Contractors, if said work is anticipated to cost *more than $25,000* to complete. Contractor's reimbursement for such work shall be subject to certain additional deliverables (including, without, limitation, proof of payment to Approved Sub-Contractor and proof of completion of work as evidenced by a closed permit covering such work from Department of Neighborhood Services) and the additional contract terms and conditions requirements as set forth on **Exhibit L** hereto. All such I/I Work shall be warrantied for three years following completion thereof.

5. With respect to Homes for sale to an owner occupant, all required insurance policies as set forth in **Exhibit F** shall remain in effect until such home is sold by Contractor to owner occupant. With respect to Homes for lease, all policies as set forth on **Exhibit F** shall remain in effect for the for the period of affordability as determined by the City.

D. Home Disposition (Home Ownership) - Contractor to Owner/Occupant Additional Provisions

1. Contractor shall actively, diligently and continuously market each Home for home ownership for at least ninety (90) days following completion as evidenced by a Certificate of Code Compliance (the "Listing Period"). "Actively marketing", includes, at a minimum:

   a. Listing the Home for sale via MLS (for at least ninety (90) days)
   b. Listing the Home for sale on the Contractor's company web site (for at least ninety (90) days)
   c. Posting a for-sale sign at the Home
   d. Upon City's request, open Homes for inspection during special events such as a home-buyer's fair
   e. Proposing alternative pricing, if appropriate
   f. Promptly notify City of aged inventory (on the market for ninety (90) days or more)
   g. Coordinate with the City to promote the goals of the Program as set forth in Section III (G) below.

2. In the event that no offers are received during such Listing Period for at least the fair market value of the Home (as determined by an independent appraisal conducted by an accredited appraiser), the Contractor may request approval from the City in writing to offer the Home for lease, subject to the Affordable Rental Guidelines set forth in **Exhibit H**; such approval shall not be unreasonably delayed, conditioned, or withheld.

3. Each prospective homeowner must complete a homebuying counseling course and deliver a certificate of completion thereof to the City as a precondition to closing on the purchase of a Home. Additionally, the Contractor, prior to selling any Home to a prospective homeowner, shall explain to the buyer, the restrictive covenants that the City imposed when the City conveyed the Home to Contactor.

4. Within five calendar days of Contractor's acceptance of a written offer to purchase a Home, Contractor shall notify the City in writing of said acceptance (and include reasonable proof thereof), at which time the City will reconcile the agreed upon Reimbursement Worksheet "sale of housing unit" amount against the "purchase price / accepted offer" amount. Any proceeds of a sale in excess of the amount set forth the City-approved Reimbursement Worksheet "sale of housing unit" shall be shared equally between the City and Contractor, and said proceeds shall be distributed to the City not later than one business day following the closing via certified check.

E. Home Disposition (Lease) – Contractor to Lessee Additional Provisions

1. All Homes designated as leases shall comply with the Affordable Rental Guidelines (as set forth on **Exhibit H**).

2. Not later than December 31st of each year following completion of renovation of the Contractor's first Home, the Contractor shall provide a certified statement to the City as to the annual rental for each of its leased Homes in accordance with the Affordable Rental Guidelines.

F. Alternative Home Ownership

The Contractor may propose an alternative home ownership model as part of the Program (e.g. lease-to-own, land trust etc.), any such model shall be subject to the City's prior review and approval, in the City's sole discretion (and the approved model shall be attached hereto as **Exhibit K**). Additional reporting and compliance may be required in connection with said model.

G. Cooperation with City

Contractor shall cooperate with the City in achieving the goals of the Program. In particular, the Contractor and the City shall work together in good faith to conduct community outreach regarding the Program, which may include participating in social media campaigns, panel discussions, and networking events as well as other marketing efforts (including, without limitation, print and online advertising) with respect to the sale and/or lease of a Home.

IV. SPECIFIC CONDITIONS OF PAYMENT:

Upon the City's approval of a properly submitted invoice and a field inspection verifying the portion of Scope of Services that has been completed, Contractor shall be compensated for rehabilitation costs consistent with the City-approved Scope of Services and Payment Workbook as follows.

A. Payments, Generally

Compensation shall be on a reimbursement basis, consisting of: (i) payment for completion of the Scope of Services for each Home based upon the Reimbursement Worksheet and Payment Request as approved by the City and (ii) a Workforce Subsidy of up to $5,000 per Home.

B. Contractor Payment for Scope of Services

1. Calculation. As set forth in Section II (B)(i), Contractor shall submit a scope of renovation work for each Home consistent with the Homes MKE Rehabilitation Standards (the "Scope of Services") and Reimbursement Worksheet for the purpose of determining the budget for the renovation of each Home and City's payment for completing the Scope of Services as applied thereto. The City will review the Reimbursement Worksheet and notify the Contractor in writing of the up-to, maximum payment amount that has been approved for each assigned Home (the "Reimbursement Amount"). The total Contract Amount may be increased or decreased at the sole discretion of the City based on the final number of Homes assigned to the Contractor and the Reimbursement Amount for each Home.

2. Reimbursement. Payments of the Reimbursement Amount shall be made in four equal installments, corresponding to the 25%, 50%, 75% and 100% completion benchmarks for the property as set forth in the Reimbursement Worksheet. The property will be inspected to confirm completion of each benchmark percentage. Contractor shall provide the City with a Payment Request and documentation of expenses actually paid in the amount being requested. Acceptable documentation of rehabilitation expenses includes invoices and receipts for payment for supplies, materials, and labor. Estimates or proposals shall not be accepted. .

C. Workforce Subsidy

1. The Workforce Subsidy shall be reimbursed at the time of completion (final (4th) reimbursement payment/Payment Request) as evidenced by a Certificate of Code Compliance, for each Home (See **Exhibit D** for additional Workforce Subsidy Requirements).

D. IT IS THE CITY'S POLICY TO PAY ALL INVOICES WITHIN 30 DAYS FOLLOWING A FIELD INSPECTION OF THE WORK FOR WHICH A PAYMENT REQUEST HAS BEEN PROPERLY SUBMITTED. IF THE CITY DOES NOT MAKE PAYMENT WITHIN 45 DAYS AFTER (i) RECEIPT OF PROPERLY COMPLETED PAYMENT REQUEST (INCLUDING SUPPORTING DOCUMENTATION) AND (ii) FIELD INSPECTION (PROVIDED THAT THE FINDINGS OF THE FIELD INSPECTION ARE THAT THE WORK WAS SATISFACTORILY COMPLETED IN THE CITY's REASONABLE DISCRETION) THE CITY SHALL PAY SIMPLE INTEREST BEGINNING WITH THE 31ST CALENDAR DAY AT THE RATE OF ONE PERCENT PER MONTH (UNLESS THE AMOUNT DUE IS SUBJECT TO A GOOD-FAITH DISPUTE AND, BEFORE THE 45TH DAY OF RECEIPT, NOTICE OF THE DISPUTE IS SENT TO THE CONTRACTOR BY FIRST-CLASS MAIL, PERSONALLY DELIVERED, OR SENT IN ACCORDANCE WITH THE NOTICE PROVISIONS IN THE CONTRACT). IF THERE ARE SUBCONTRACTORS, CONSISTENT WITH S.66.0135(3), WIS. STATS., THE PRIME CONTRACTOR MUST PAY THE SUBCONTRACTORS FOR SATISFACTORY WORK WITHIN SEVEN DAYS OF THE CONTRACTOR'S RECEIPT OF PAYMENT FROM THE CITY OF MILWAUKEE, OR SEVEN DAYS FROM RECEIPT OF A PROPERLY SUBMITTED AND APPROVED INVOICE FROM THE SUBCONTRACTOR, WHICHEVER IS LATER. IF THE CONTRACTOR FAILS TO MAKE TIMELY PAYMENT TO A SUBCONTRACTOR, THE CONTRACTOR SHALL PAY INTEREST AT THE RATE OF 12 PERCENT PER YEAR,

COMPOUNDED MONTHLY, BEGINNING WITH THE 8TH CALENDAR DAY. REFERENCE COMMON COUNCIL FILE NO. 101137 ADOPTED JANUARY 2011.

V. NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

[insert info]

and to the CITY at:

DEPARTMENT OF CITY DEVELOPMENT
809 NORTH BROADWAY
MILWAUKEE, WISCONSIN 53202

Attention: Mr. Lafayette L. Crump, Commissioner

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

VI. REPORTS

A. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided. Both parties understand that the City is bound by State of Wisconsin Public Records Law, and as such, all of the terms of this contract are subject to and conditioned on the provisions of Wis. Stat. Section 19.21 *et seq.* CONTRACTOR acknowledges that it is obligated to assist the CITY in retaining and producing records that are subject to Wisconsin Public Records Law and that the failure to do so will constitute a material breach of this Contract, and that the CONTRACTOR must defend and hold the CITY harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Contract.
C. Without limiting the foregoing, the Contractor shall provide the following information in a bi-annual report (due on each June 30th and December 31st (covering the preceding year) for each Home:

- Acquisition Status
- Build Status (percentage complete; budget spent)
- Resale Status
- Certification of Rent roll / tenant payments (See Exhibit H – Affordability)
- If more than ninety (90) days have passed without an offer to purchase (of FMV or higher), please provide a brief description of marketing efforts to-date.

VII. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract, including, but limited to, the Project Milestones set forth in Section III hereof, shall be in force and shall commence upon such date that this Contract is fully executed by both parties hereto and CONTRACTOR has received a complete original of the such fully executed Contract, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the Services required hereunder shall be completed on or before the date as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to complete the Scope of Services and to execute any necessary amendments to this CONTRACT.

VIII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance. Notwithstanding any references to the contrary in the contract documents, the CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Contract at such place or places as is necessary so as to enable the CONTRACTOR to fulfill CONTRACTOR's obligations under this Contract.

C. Compensation. It is expressly understood and agreed by the Contractor that in no event will the total compensation to be paid hereunder exceed the maximum sum for all of the services required to the extent costs are actually incurred with respect thereto, as set forth in the Reimbursement Worksheet Notwithstanding the forgoing, it is understood that the Amount of this Contract as set forth on page 1 may be updated from time to time based on the Homes assigned to the Contractor (as set forth on **Exhibit C**) ***at the City's sole direction*** and in accordance with the Reimbursement Worksheet; provided that a final not-to-exceed contract amount shall be determined not later than November 30, 2024.

D. Additional Fringe or Employee Benefits. The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

E. 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.

F The CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the CITY, as set forth in **Exhibit E**, during the terms of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the CITY as an additional insured providing for a thirty (30) day notice to the CITY prior to change, termination or cancellation.

IX. METHOD OF PAYMENT. The City agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth herein it will pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the DCD Commissioner or its designee shall prevail. The conditions of payment are as follows: compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by the CITY approving officer designated on page 1 and approved by them for payment (as referenced and stipulated on page 2, IV Specific Conditions of Payment).

X. DEFENSE OF SUITS. In case any action in court or proceeding before an administrative agency is brought against the CITY or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the CITY or its officers, agents, or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XI. INDEMNIFICATION. Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract. CONTRACTOR will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs, and expenses which may be claimed against the City in consequence of the granting of this contract to said CONTRACTOR, or which may result from the carelessness or neglect of said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the carelessness, negligence, or by acts of omission of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.

XII. REGULATIONS. Contractor agrees to comply with all of the requirements of all federal, state and local laws related thereto.

XIII. JURISDICTION, VENUE, CHOICE OF LAW. This contract shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation, or alleged breach of this contract must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and CONTRACTOR consents to the jurisdiction of such courts.

XIV. TERMINATION OF CONTRACT FOR CAUSE; RECAPTURE.

(a) If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract or under a PASA between City and Contractor for a Home, or under a deed's restrictive covenant for a Home, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the DCD Commissioner 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 thirty (30) days before the effective date of the 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 CITY, become the property of the CITY.

(b) Upon termination of this Contract for cause, the City shall have the right to repayment of all amounts paid/reimbursed to the Contractor as of the date of termination pursuant to this Contract. Said amounts shall be paid within ten (10) days of City's written demand therefore sent to the Property address and to the respective last-known addresses of Contractor and, as applicable, the then-owner of record.

(c) In addition to any other rights in law or equity, in the event of nonpayment (in full or in part) on or before the Agreement termination date of any of the repayment amounts set forth in XIV (b) and/or (c) above, the City shall be entitled to record evidence of non-payment and breach of this Agreement against the Home property in the Milwaukee County Register of Deeds Office (such lien rights to be set forth in the Deed for each Home). The amount owed Contractor shall accrue interest until paid at the same rate as provided for in Wis Stat. Sec. 74.47 and Milwaukee Code of Ordinances Sec. 304-38. The City shall have all rights at law and in equity to enforce payment and realize and foreclose on its lien rights, including, but not limited to, pursuing in personam liability against Contractor and/or successor owners and pursuing in rem and foreclosure rights against the Property.

(d) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the CONTRACT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

XV. TERMINATION FOR CONVENIENCE OF THE CITY. The CITY may terminate this Contract at any time for any reason by giving at least sixty (60) days' prior notice in writing from the DCD Commissioner to the CONTRACTOR. If the CONTRACTOR is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services 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. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph XIV hereof, relative to termination, shall apply.

XVI. CHANGES. The DCD Commissioner may, from time to time, require changes in the Scope of Services (and corresponding changes to the List of Homes – **Exhibit C** and Reimbursement Worksheet), including, without limitation, the number and designation of Homes to be renovated based on the Contractor's timely and successful completion of the Project Milestones set forth in Section III (C) above. Such changes, including any increase or decrease in the total Amount of Contract /CONTRACTOR's compensation shall be made in writing by the City and incorporated into to the Contract. Notwithstanding the forgoing, not later than November 30, 2024, the DCD Commissioner and CONTRACTOR shall reconcile the final number of Homes to be renovated and the final compensation / total Amount of Contract associated therewith as well as the Home renovation completion schedule based on the CONTRACTOR's capacity to complete such work during the Term hereof. Such reconciliation, ***in the DCD Commissioner's sole discretion***, may result in a modification of the number of Homes to be completed hereunder. A reduction in the number of Homes assigned to Contractor may result in a downward modification to the compensation/ total Amount of Contract and earlier termination of the Contract based on the completion schedule, as determined in the ***City's sole discretion***.

XVII. PERSONNEL

A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision 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.

C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the DCD Commissioner. If any work or services is subcontracted, it 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 CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as its for the acts and omissions of persons directly employed by them.

XVIII. ASSIGNABILITY; The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the DCD Commissioner. Provided, however that claims for money due or to become due the CONTRACTOR from the CITY 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 DCD Commissioner.

XIX. RECORDS.

A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, these records shall be maintained for a period of seven (7) years after receipt of the final payment under this Contract.

B. Documentation of Costs. All costs shall be supported 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 and shall be clearly identified and readily accessible.

XX. REPORT AND INFORMATION. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Contract.

XXI. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY, the CITY's Comptroller or such agency for examination all of its records with respect to all matters covered by this Contract and the CONTRACTOR and any subcontractors, shall permit the City, the City Comptroller 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. Further, any contract issued by the CONTRACTOR to a subcontractor for work relating to this Contract, shall have an audit clause similar in form and execution to this clause.

XXII. FINDINGS CONFIDENTIAL. Subject to Wisconsin Public Records Law, 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 appropriate agency of the United States Government, without the prior written approval of the DCD Commissioner.

XXIII. CONFLICT OF INTEREST

A. Interest in Contract. No officer, employee or agent of the CITY 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.

B. Interest of Other Local Public Officials. 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.

C. Interest of Contractor and Employees. The CONTRACTOR covenants that no person described in Paragraph XXIII, A and B above 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, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or its employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

D. Lobbying.

1. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXIV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race,

religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

This requirement shall apply to 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. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will 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.

C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

XXV. INSURANCE. Contractor shall comply with the insurance requirements set forth on **Exhibit F**.

XXVI. ACCESSIBILITY. The Contractor shall comply with the accessibility requirements set forth in Section 24 C.F.R. § 8.22, which may be updated from time to time. The Contractor hereby agrees that if a "Substantial Alteration" is undertaken to a "Home Renovation Project" (as such terms are defined hereafter), then a minimum of 5% of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional 2% of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities. For purposes of this section: (a) "Home Renovation Project" means the total number of homes assigned to the Contractor as set forth **Exhibit C**; and (b) "Substantial Alteration" means alterations undertaken to a Home Renovation Project that has 15 or more units and the cost of the alterations is 75% or more of the replacement cost of the completed facility. (See 24 C.F.R. § 8.23(a) for additional reference regarding the applicability of Section 8.22 in the case of substantial alteration). Said determination of "Substantial Alteration" to be determined based on the Scope of Work and the Reimbursement Worksheet.

XXVII.INTENTIONALLY OMITTED

XXVIII. NOT A BROKERAGE RELATIONSHIP; DEVELOPER SIGNAGE. City is not engaging Contractor to act hereunder as a real estate broker for Homes. This Contract sets forth a procedure for Contractor to buy from the City, Homes, so that Developer may own them and then either rent them to others or sell them to others as contemplated hereunder. While Contractor may attempt to find buyers and tenants even prior to Contractor's ownership of Homes, Contractor may not place "for sale or lease" signs at Homes until Contractor acquires title to same. Contractor may, however, upon DCD prior approval, put signage (meeting DCD prior approval) at certain Homes to solicit interest and to have potential buyers/tenants call Contractor. Contractor agrees that, during the construction period, a project sign identifying the participation of City in the Project shall be placed on the property, consistent with such reasonable criteria which may be established by the City. Such identification signage may be part of an overall Project construction/development sign.

XXVIV. OTHER PROVISIONS.

A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the City in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor other than herein provided.

B. The word "CONTRACTOR" means a person, or an entity, whether public or private, that enters into contract with the CITY, and whenever or wherever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part 1 of this Contract.

C. Public Records Law. Contractor understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third party, the records of Contractor that are "produced or collected" by Contractor under this Contract ("Records"). Contractor is further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and Contractor acknowledges that it has read and understands that definition. Irrespective of any other term of this Contract, Contractor is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third party in response to a public records

request. Contractor's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Contract, and Contractor must defend and hold City harmless from liability due such breach.

D. Upon execution of this Contract, the CONTRACTOR certifies to the CITY that it will provide a drug-free workplace, and will otherwise comply with, as required under the Drug-Free Workplace Act of 1988, as amended, and the regulations promulgated thereunder.

E. 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.

F. Signature and Counterparts. This Contract, and any subsequent Amendments, may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. Facsimile and/or PDF signatures shall be accepted as originals.

XXIX. This contract consists of this Part I; however, whenever federal state assistance, aids or grants are used in whole or in part for the procurement of the services herein before described or used for the purposes set forth in this contract, this Part I is subject to the provisions of Part II. Part II is specifically made a part of this contract and is attached hereto.

XXX. Availability of Funds.

1. Grant funding. This contract award is 100% funded under the City's share of the American Rescue Plan Act, State and Local Fiscal Recovery Funds grant. Thus, should the availability of federal funds be reduced or eliminated, the CITY may modify and reduce the CONTRACTOR's scope of services and compensation (as listed on page 1 as the "Total Amount of Contract"). In the event of such modification or reduction, the parties shall make a good faith effort to agree upon the portions of the contract to be reduced or modified, but in the event that the parties cannot reach an agreement, the City's decision shall control. If the funding source is eliminated, the City may elect to terminate this contract, and pay the Contractor only for services rendered up to the date of termination.
2. Appropriation. Continuation of this contract beyond December 31st of any year is contingent upon the appropriation of sufficient funds by the proper City officials.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF MILWAUKEE, a municipal corporation:

By: _____
DCD, Commissioner

Date: _____

Countersigned By: _____
Comptroller

Date: _____

City Attorney Approval (MCO 304-21)

Dated _____

By _____
Assistant City Attorney

CONTRACTOR:

Firm: _____

Address: _____

City/State: _____Zip_____

Phone:_____

Fax: _____

By: _____

Title: _____

Date: _____

Witness: _____