

ORIGINAL

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CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES

This agreement, entered into by and between **Torti Gallas and Partners, Inc.**, a corporation organized and existing under the laws of the State of Delaware, ("Architect/Engineer") and the **Housing Authority of the City of Milwaukee** ("Housing Authority"), a public body corporate and politic, created and existing under the laws of the State of Wisconsin, on this 1st day of July, 2016.

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has made an allotment of funds to aid the Housing Authority in financing the work set forth in Article 2.2; and

WHEREAS, the Housing Authority desires from the Architect/Engineer the planning, architectural, and engineering services necessary to develop a master plan and to prepare the plans and specifications for the improvements, and to complete all of the construction contracts for the said improvements, and perform on-site observations during construction;

The Housing Authority and the Architect/Engineer do mutually agree as follows:

ARTICLE I – DECLARATIONS BY THE ARCHITECT/ENGINEER

Article 1.1 – Independent Contractor. The Architect/Engineer agrees to perform all services set forth in Article II as an independent contractor and not as an employee of the Housing Authority.

Article 1.2 – Conflicts of Interest. The Architect/Engineer agrees that:

- (1) No officer, employee or agent of the Housing Authority who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains shall have any personal interest, direct or indirect, in this contract during his or her tenure or for one year thereafter.
- (2) No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract shall have any personal interest, direct or indirect, in this Contract.
- (3) No person described in Article 1.2(1) or 1.2(2) who presently exercises any functions or responsibilities in connection with this Contract has any personal financial interest, direct or indirect, in this Contract. The Architect/Engineer further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance pursuant to this Contract. The Architect/Engineer further covenants that in the performance of this Contract it shall not employ any person having such a conflicting interest. The Architect/Engineer must disclose its conflicting interest or an employee's conflicting interest to the Housing Authority. This paragraph shall not be interpreted in such a manner so as to unreasonably impede upon the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.
- (4) No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or any benefit to arise therefrom.

Article 1.3 – Discrimination. The Architect/Engineer agrees that:

- (1) In all hiring or employment made possible by or resulting from this Contract, the Architect/Engineer: (1) shall not discriminate against any employee or applicant for employment because of race, color, sexual orientation, religion, sex, or national origin; and (2) shall take affirmative action to ensure that it employs applicants and treats employees without regard to their race, color, religion, sexual orientation, sex, or national origin. Article 1.3(1) shall apply but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms or compensation, and selection for training, including apprenticeship. The Architect/Engineer shall post in conspicuous places available to employees and applicants for employment notices required or to be provided by federal or state agencies involved in setting forth the provisions of this Article. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientations, sex, or national origin.
- (2) The Architect/Engineer shall not exclude from participation in, deny the benefits of, or discriminate against any person in the United States on the ground of race color, sexual orientation, religion, sex, or national origin in connection with any program or activity made possible by or resulting from this Contract. The Architect/Engineer shall comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- (3) The Architect/Engineer will insert the provisions of Articles 1.3(1) and 1.3(2) in all subcontracts, if any, for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (4) The Architect/Engineer shall not discharge or in any way discriminate against any person employed in the services covered by this Contract because she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable to her employer.

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

- (1) It has or will secure at its own expense all personnel or consulting engineering entities required for performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Housing Authority.
- (2) It shall perform all of the contracted services including but not limited to planning, architectural, engineering, landscape architectural and other technical services required by this Contract or supervise the performance of such services, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- (3) It shall not subcontract any of the services covered by this Contract without the prior written approval of the Housing Authority. Any services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The Architect/Engineer shall be as fully responsible to the Housing Authority for the acts and omissions of the Architect's/Engineer's subcontractors and or persons either directly or indirectly employed by them as the Architect/Engineer is for the acts and omissions of persons directly employed by the Architect/Engineer. The Architect/Engineer shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of the Contract. In the event the Architect/Engineer retains a subcontractor(s), the Architect/Engineer shall submit a properly completed Subcontractor Eligibility Form (available from the Housing Authority) to the Housing Authority within ten (10) days of subcontract execution.

- (4) It shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Housing Authority; provided, however, that claims for money due or to become due the Architect/Engineer from the Housing Authority under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the Housing Authority.
- (5) The Architect/Engineer agrees that this Contract may be assigned by the Housing Authority to a Limited Liability Company (LLC) and will cooperate with the Housing Authority to execute any necessary certificates, agreements, or other documents to complete such assignment. If the Housing Authority requests the Architect to execute certificates of assignment, the proposed language of such certificates shall be submitted to the Architect for review at least five (5) days prior to the requested dates of execution. If the Housing Authority requests the Architect to execute consents reasonably required to facilitate permitted assignment, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least five (5) days prior to execution, and provided the Architect has been fully paid by the Housing Authority for services rendered. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. In addition, such certificates shall state that the Owner and the Lender and their respective successors and assigns may rely on the statements made therein.

Article 1.5 – Schedule. The Architect/Engineer agrees to perform its services in accordance with an agreed schedule, and that it will to the extent within its control, meet all deadlines and schedules established pursuant to this Contract, except for any delays caused by the Housing Authority or other third party.

Article 1.6 – Use of Proprietary Material. The Architect/Engineer shall avoid use of proprietary or other construction systems, materials, or products that would limit competition, except where authorized by the Housing Authority with prior written approval.

ARTICLE II – SCOPE OF SERVICES

Article 2.1 – Manner in which Services are Performed.

- (1) The Architect/Engineer shall satisfactorily perform the services set forth by this Contract in accordance with the terms, conditions, and agreements of this Contract including but not limited to mutually agreed time deadlines and schedules, reporting, auditing and document control procedures, payment terms, and Housing Authority approval requirements. The Architect/Engineer shall commence providing the services set forth in Article II on July 1, 2016.
- (2) The Architect/Engineer shall perform the services set forth by this Contract in accordance with recognized professional standards prevalent in the field of endeavor encompassed by the requirements of this Contract (Standard of Care).
- (3) The Architect/Engineer shall perform the services set forth by this Contract at the place or places necessary in fulfillment of the Contract requirements.

Article 2.2 – Services to be Performed.

- (1) All work shall be done in accordance with modernization handbooks, regulations, and federal issuances (collectively referred to as “Criteria”). The Architect/Engineer shall immediately inform the Housing Authority in writing of any discovered deviations from the Criteria.

(2) Master Planning Services: The Architect/Engineer shall provide professional services to review and update the existing master plan and associated research of existing conditions, analyze land use, develop conceptual plans, and update master plan for the Westlawn Housing Development, located in the City of Milwaukee in the area bounded by West Silver Spring Drive, West Custer Avenue, North 60th Street, and North 68th Street. The Architect/Engineer shall participate in a collaborative design process that results in an updated viable master plan suitable for submission to the U.S. Department of Housing and Urban Development for a Choice Neighborhoods Implementation or other grant application and suitable for submission to the Wisconsin Housing and Economic Development Authority (WHEDA) for a Low Income Housing Tax Credit (LIHTC) application. The Architect/Engineer shall provide a variety of architectural and engineering services associated with the master plan. The Architect/Engineer's services shall include, but not be limited to, the following:

- A. Review of Existing Master Plan. Review and update, as required, any research and analysis of site conditions that was conducted during the original Master Planning Charrette effort and the impacts of the subsequent East Side Westlawn Gardens redevelopment. .
- B. Update General Plan Development (GPD) Documents
 - i) Prepare an updated General Plan Development to detail and plan, use, or density changes. Provide all documents, including all hard copy and electronic submissions of maps, plans, power point presentations, and other related documents including one set of plans in paper and in electronic form such that the Housing Authority may utilize them.
 - ii) Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Design Documents solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Design Documents solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 6.4, the license granted in this Section shall terminate. In the event the Owner uses the Instruments of Service without retaining the author of the Design Documents, the Owner will remove all references to the Architect on the Design Documents, and releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service
- C. Detailed Plan Development (DPD) Documents
 - i) There shall be no additional services unless approved in advance, in writing by the Housing Authority.

- ii) Provide all documents to the Housing Authority, including all hard copy and electronic submissions of maps, plans, power point presentations, and other related documents including one set of plans in paper and digital format (.pdf files).
 - iii) Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Design Documents solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Design Documents solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 6.4, the license granted in this Section shall terminate. In the event the Owner uses the Instruments of Service without retaining the author of the Design Documents, the Owner will remove all references to the Architect on the Design Documents, and releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service
- (3) Construction Document Services: Construction Document Services include, but are not limited to: an ALTA survey, preparation of cost estimates, development of plans and specifications, coordination of construction, and inspection/on-site observation services for the revitalization of the Westlawn housing development, and the following services:
- A. Preliminary Design Phase and Preparation of Construction Documents
- i) Consultations with the Housing Authority to review the approved Master Plan,
 - ii) Review existing "record" drawings and specifications from the Westlawn Gardens (east side) redevelopment.
 - iii) Review all revisions, Requests for information, and lessons learned during the Design Phase and implement those changes that apply to the next phase. Work product will include a Preliminary Project Checklist, modelled on a CSI Preliminary Project Description, as well as any project checklist that the Architect/Engineer and the Housing Authority agree are required to ensure implementation.
 - iv) Prepare and furnish to the Housing Authority, in digital format (.pdf file), a cost estimate for each of the improvements at Design Development and 70%.
 - v) Prepare preliminary drawings and specifications (50% complete) based on the Master Plan approved by the Housing Authority and complete the same after review and approval by the Housing Authority.

- vi) Prepare permit set of drawings and specifications for review and approval by the Housing Authority.

B. Bidding and Construction Phase:

- i) The Architect/Engineer shall prepare completed (final) specifications in the Construction Specifications Institute (CSI) three-part system. Completed specifications and drawings shall be submitted to the Housing Authority in a form that is ready for reproduction (camera-ready). A copy of the specifications shall be provided in an electronic format compatible with "Microsoft Word" word processing software. A copy of the drawings and as-builts shall be provided in an electronic "dwg" format, acceptable to the Housing Authority.
- ii) Where required by local custom, laws, or ordinances, the Architect/Engineer shall prepare the Bidding and Construction documents in such a form and manner as to enable the Housing Authority to take separate bids and award separate contracts for different parts of the improvements.
- iii) Make such revisions in the working drawings and specifications, either before or during the bid period, and issue addenda as may be required by the Housing Authority, in digital format (.pdf files).
- iv) Prepare and deliver to the Housing Authority the Architect/Engineer's Certificate with each bid package and/or specifications developed [see Article 2.2(2) (I) (iii)].
- v) Attend bid openings, assist in tabulating bids, analyze bids received, make recommendations for acceptance and rejection of bids, and provide written and oral testimony regarding Architect/Engineer's recommendations.
- vi) Assist the Housing Authority in awarding contracts and preparing and issuing notices to proceed.
- vii) The Architect/Engineer shall evaluate and approve, or reject, substitutions.
- viii) The Architect/Engineer shall attend preconstruction meeting and job progress meetings.

C. Construction Phase:

- i) Subject to a Bidding and Construction Phase Detailed Scope of Services to be part of Architect/Engineer's proposal(s), the Architect/Engineer shall provide the following:
- ii) Prepare large-scale, full-size, or other drawings, as needed to supplement the working drawings, to permit proper construction of the improvements.
- iii) Make modifications in working drawings for requisite construction modifications to meet unanticipated installation conditions, and/or local, state and/or federal regulations and requirements.
- iv) Advise the Housing Authority on needed interpretations (other than legal interpretations) and clarifications of the working drawings and specifications.
- v) Check and approve the contractor's shop and detail drawings.

- vi) Examine and recommend approval or rejection of samples, certifications and test reports on materials and equipment.
- vii) Make thorough periodic on-site observations of the construction (without in any way guaranteeing the contractor's work) and report in writing to the Housing Authority all deficiencies observed in the work. The Architect/Engineer shall make such on-site observations as noted in Section 2.2(1).
- viii) Advise on special problems and on changes necessitated by unforeseen conditions encountered in the course of construction.
- ix) Assist the Housing Authority with on-site observations and verification of contractor's stored materials.
- x) Evaluate, verify and countersign all construction change orders pursuant to the General Conditions for Construction Contract.
- xi) Check and certify the periodic and final payments to the Contractor pursuant to the General Conditions for Construction Contract.
- xii) Make final on-site observations, obtain final Release and Certificate from contractor, and prepare and sign Certificate of Completion.
- xiii) Perform services required of Architect under applicable provisions of the General Conditions for Construction Contract.

D. Approval and Certification:

- i) Approval by Other Agencies:
 - a) Prior to construction contract award, the Architect/Engineer shall submit to the agencies of the local, state, or federal government having jurisdiction over the project all documents which they have the right to require for approval of any features thereof and to all other agencies: (1) who will furnish service to the completed project; (2) whose services require provisions, therefore, in its design; and (3) whose approval is required to ensure such service. If obtaining such approvals would require non-compliance with the Criteria [identified in Article 2.2(1)], the Architect/Engineer shall promptly notify the Housing Authority in writing.
 - b) After the construction contract award, if any agency referred to in this Section is unwilling or has no authority to give written approval of the working drawings and specifications prior to formal application for construction permit, then the Architect/Engineer shall so certify to the Housing Authority and in such certification shall state that to the best of the Architect's/Engineer's knowledge and belief the working drawings and specifications as drawn will meet the approval of such agency or agencies; and, the Architect/Engineer shall make prompt further changes, if any, in the drawings and specifications necessary to obtain such approval. The Architect/Engineer may be entitled to additional compensation or reimbursement for any changes made in the working drawings and specifications pursuant to the requirements of this Section as detailed in 2.3 (3).

- ii) Approval by the Housing Authority: Any approval by the Housing Authority of plans, drawings, specifications, or other documents or work performed under this Contract shall not relieve the Architect/Engineer of responsibility for sufficiency and practicability of design except as to features thereof upon which the Housing Authority has specifically instructed the Architect/Engineer in writing and to which the Architect/Engineer has specifically objected in writing. If the Architect/Engineer proceeds with the provisions of any services under this Contract without the signing of this Contract or without a Written Notice to Proceed from the Housing Authority, it is understood that (s)he does so at her own risk.

- iii) Certifications: The Architect/Engineer shall furnish certification to the Housing Authority that in the Architect/Engineer's professional judgment, the bidding and construction documents: (1) are in compliance with Article 2.2(3) (D) (i); (2) are in compliance with all applicable federal, state and local laws, local codes, ordinances and regulations as modified by any waivers which may be obtained from the appropriate jurisdiction; and (3) do not use proprietary or other construction systems, materials, or products that would limit completion except where properly authorized by the Housing Authority. If any agency referred to in Article 2.2(3) D) is unwilling or without authority to give written approval prior to formal application for construction permit, the certification to the Housing Authority shall indicate that to the best of the Architect's/Engineer's knowledge and belief the documents as submitted will receive the approval of such agency or agencies. The certification will address compliance with standards for Accessibility by the Physically Handicapped as included in the Criteria [identified in Article 2.2(3)]. The certification shall also indicate that in the Architect/Engineer's professional judgment all drawings and specifications accurately reflect HUD-approved work. If there are no such agency or agencies requiring review and approval, the certification shall so state.

Article 2.3 – Changes.

- (1) The Housing Authority may, at any time, without notice to any sureties, by written order designated or indicated to be a change order, make reasonable changes in the services to be performed by the Architect/Engineer within the general scope of the contract, including but not limited to changes:
 - A. in the method or manner of performance of services;
 - B. in the location of where the Architect/Engineer performs the services;
 - C. directing acceleration in the performance of the services; or
 - D. substantially affecting the program or scope of services of the Architect/Engineer

- (2) However, the Housing Authority first shall consult with the Architect/Engineer in good faith to address and resolve legitimate concerns or issues that the Architect/Engineer may have with the Housing Authority's desired changes.

- (3) If a change made pursuant to Article 2.3 causes a decrease or increase in the Architect's/Engineer's cost of, or the time required for the performance of the services set forth in Article 2.2, the Housing Authority shall make an equitable adjustment and modify the Contract pursuant to 48 CFR Subpart 31.2 and 24 CFR 85.36(f). Within twenty (20) days of receiving a written change order, the Architect/Engineer may submit a written proposal for equitable adjustment detailing the bases of the proposal, including an itemization of time and fees. The Housing Authority shall consider in good faith the Architect's/Engineer's written proposal when making an equitable adjustment, however, under no circumstances is the Architect's/Engineer's written proposal binding on the Housing Authority.

- (4) Notwithstanding Article 2.3(1) and 2.3(2), the Architect/Engineer shall make any and all revisions to the bidding and construction documents necessitated by the Architect's/Engineer's errors, omissions, or other deficiencies under this Contract without any additional compensation.

ARTICLE III – TIME OF PERFORMANCE

Article 3.1 – Performance Schedule.

- (1) As services are added to the Contract, the Architect/Engineer shall prepare and submit to the Housing Authority a Performance Schedule for each service setting forth the order in which the Architect/Engineer proposes to perform the services and the dates upon which the Architect/Engineer proposes commencing and completing the salient components of the services. The Performance Schedule shall include a Schedule of Values, indicating the associated dollar value for each component of the services. Such values shall be used in determining payment pursuant to Article 4.1.
- (2) Failure to adhere to the Performance Schedule shall be grounds for a determination by the Housing Authority that the Architect/Engineer is not prosecuting the Contract with sufficient diligence to ensure completion within the time specified in Article 3.2, except when the delay is caused by the Housing Authority or a third party. Upon making this determination, the Housing Authority may terminate the Contract for cause pursuant to Article 6.1.

Article 3.2 – Time of Completion.

- (1) The Architect/Engineer shall fully perform the services set forth in Article II, from July 1, 2016 through June 30, 2021. The time of completion may be adjusted as necessary with Housing Authority approval, including an option to extend the contract period as necessary with U.S. Department of Housing and Urban Development approval.
- (2) In addition to all other remedies inuring to the Housing Authority, upon the Architect's/Engineer's failure due to its own fault to comply with Article 3.2(1) in accordance with all other terms, conditions and agreements of this Contract, the Architect/Engineer shall continue to be obligated beyond the date set forth in Article 3.2(1) to fulfill the terms, conditions, and agreements of the Contract. If however the time of completion is extended due to circumstances beyond the Architect/Engineer's control, the Architect/Engineer may be entitled to an adjustment in its fees, and in the time of completion.

ARTICLE IV – PAYMENTS TO THE ARCHITECT/ENGINEER

Article 4.1 – Payments Schedule.

- (1) The Housing Authority agrees to pay the Architect/Engineer on a monthly basis as set forth in Article 4.1(2) upon the Architect/Engineer completing the services set forth in Article II based on percentage complete according to the terms and conditions of this Contract and only upon: (1) the Architect/Engineer submitting to the Housing Authority a written request for payment including invoices itemizing the services performed and the fees earned and reimbursable expenses with appropriate documentation incurred since the last request for payment (if any); (2) the Architect/Engineer submitting with their payment a lien waiver and the Monthly and Final Subcontractor Utilization Report (Form C) and the Monthly Subcontractor Payment Certification Form for DBE's, MBE's and WBE's (Form D); and (3) the Housing Authority accepting the services performed after inspection and review of the Architect's/Engineer's instruments of professional services.
- (2) Schedule of Payments: The schedule of payments as incorporated with the performance schedule in Article 3.1 is based upon the successful completion of the services invoiced to the satisfaction of the Housing Authority. The Contract total may not exceed the firm fixed price set forth in Article 4.2.

- (3) Vendor Compliance Reporting System. The Housing Authority's electronic Vendor Compliance Reporting System at <https://hacm.diversitycompliance.com> will be utilized during the term of this Contract; therefore, the Architect/Engineer and its subcontractors must provide all necessary information, when requested, for account setup and shall report all payments in the system. In addition, the Architect/Engineer and its subcontractors shall provide all required compliance data with respect to any applicable Section 3 requirements/ and/or Emerging Business Enterprises (EBE) requirements via the electronic system. The Section 3 requirements and the EBE provisions are attached hereto and made a part hereof as Exhibit A - Part One. The Architect/Engineer and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Architect/Engineer shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.
- (4) The Architect/Engineer will also comply with any special reporting requirements for WHEDA.

Article 4.2 – Total Contract Price.

- (1) The maximum compensation pursuant to this Contract, inclusive of all expenses, shall not exceed Nine Million, Six Hundred Forty Thousand, Nine Hundred Sixty-Seven and 00/100 Dollars (\$9,640,967.00). Submittals to the Housing Authority for payments in excess of the total Contract price shall allow the Housing Authority to terminate the Contract for cause pursuant to Article 6.1.
- (2) Services not yet performed under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Department of Housing and Urban Development at any time; or if the grant to the Housing Authority is suspended or terminated.

Article 4.3 – Final Payment.

- (1) Release. Prior to final payment under this Contract, or prior to settlement upon termination of this Contract, and as a condition precedent thereto, the Architect/Engineer shall execute and deliver to the Housing Authority a Release in a form acceptable to the Housing Authority, containing a release of all claims against the Housing Authority under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Architect/Engineer in stated amounts set forth therein.
- (2) Upon complete performance of all the services set forth in Article 2.2, the Architect/Engineer shall submit a written request for final payment not to exceed the total Contract price set forth in Article 4.2 together with: (1) invoices itemizing the services performed and costs incurred since the last request for payment and during the entire Contract period; (2) any built drawings prepared by the Architect/ Engineer as required by the Contract; and (3) a properly completed Final Subcontractor Utilization Report and Final Subcontractor Payment Certification Form for DBE's, MBE's and WBE's. (Upon request, the Housing Authority shall provide the Architect/Engineer with a Subcontractor Utilization Report form.) After reviewing and inspecting the invoices submitted and the Architect's/Engineer's work product, the Housing Authority shall pay the Architect/Engineer pursuant to its request for final payment only upon the determination that the Architect's/Engineer's services are acceptable in that the Architect/Engineer has complied with all the terms, conditions and agreements of the Contract.

Article 4.4 – Benefits and Taxes.

- (1) Additional Fringe or Employee Benefits. The Architect/Engineer shall not receive nor be eligible for any fringe benefits or any other benefits to which Housing Authority salaried employees are entitled to or are receiving.
- (2) Taxes, Social Security, Insurance and Government Reporting. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions except sales or use taxes on Architect/Engineer's professional services, if any, required as a consequence of the Architect/Engineer receiving payment under this Contract shall be the sole responsibility of the Architect/Engineer.

ARTICLE V – RIGHTS AND RESPONSIBILITIES OF THE HOUSING AUTHORITY

Article 5.1 – Information to the Architect. To permit the Architect/Engineer to perform the services required, the Housing Authority shall supply in proper time and sequence the following, when so requested by the Architect/Engineer as reasonably required for the performance of the Architect/Engineer Services.

- (1) Information on any waivers of local codes or regulations affecting the design of the improvement.
- (2) Guide specifications and construction contract document forms prepared by HUD, WHEDA, or any other lending agency that the Housing Authority partners with on the Project.
- (3) Pertinent data and information available from its records.
- (4) Effect liaison with the City and public utility officials and carry out such negotiations and to secure information as may be necessary.

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

Article 5.3 – Abandonment of the Improvements. The Housing Authority may at any time after the execution of this Contract abandon, either entirely or for an indefinite time, the construction of the improvements or any substantial part thereof, or terminate all or any substantial part of the Architect/Engineer's services to be furnished hereunder. The Architect/Engineer shall be notified in writing by the Housing Authority of any partial or complete abandonment or of the termination of the Architect's/Engineer's services, and thereupon such services shall be halted immediately and this Contract shall be modified or terminated, as the case may be. In such event, all documents, finished or unfinished, prepared by the Architect/Engineer under this Contract shall become the property of the Housing Authority, and the Architect/Engineer shall be entitled to just and equitable compensation for all services rendered prior to abandonment or termination in accordance with the fee schedule set forth in Article 4.1.

ARTICLE VI – CONTRACT TERMINATION AND DISPUTES

Article 6.1 – Contract Termination.

(1) Termination of Contract for Cause.

- A. If, through any cause, the Architect/Engineer shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Architect/Engineer shall violate any of the covenants, agreements or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Architect/Engineer of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, provided that the Architect/Engineer fails to cure, or diligently commence curing, its default within such fourteen day period. 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 Architect/Engineer under this Contract shall, at the option of the Housing Authority, become the property of the Housing Authority.
- B. Notwithstanding the above, the Architect/Engineer shall not be relieved of liability to the Housing Authority for damages sustained by the Housing Authority by virtue of any breach of the Contract by the Architect/Engineer, and the Housing Authority may withhold any payments to the Architect/Engineer for the purpose of setoff until such time as the exact amount of damages due to the Housing Authority from the Architect/Engineer is determined.

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

Article 6.2 – Disputes.

- (1) Disputes Relating to the Contract. Any dispute arising under this Contract shall be decided by the Executive Director of the Housing Authority, subject to written appeal by the Architect/Engineer within thirty (30) days of the Executive Director's decision, to the Housing Authority's Board, . Pending settlement of any dispute, the Architect/Engineer shall proceed diligently with the prosecution of this Contract.
- (2) Any dispute not successfully resolved per Section 1 above, shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

- (3) The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- (4) Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers and technicians, if any, performing work under this Contract shall be promptly reported in writing by the Architect/Engineer to the Housing Authority for the latter's decision which shall be final with respect thereto.

ARTICLE VII – RECORDS, REPORTS, INFORMATION AND AUDITS

Article 7.1 – Records.

- (1) Establishment and Maintenance of Records. The Architect/Engineer shall maintain records in accordance with requirements prescribed by the Housing Authority and the Department of Housing and Urban Development with respect to all matters covered by this Contract. In addition, both parties understand that the Housing Authority is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Architect/Engineer acknowledges that it is obligated to assist the Housing Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Architect/Engineer must defend and hold the Housing Authority harmless from liability under that law. Except as otherwise authorized, the Architect/Engineer shall maintain such records for a period of seven (7) years after receipt of the final payment under this Contract.
- (2) Documentation of Costs. The Architect/Engineer shall support all costs by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract. The Architect/Engineer shall clearly identify and make readily accessible such documents.

Article 7.2 – Reports and Information.

- (1) The Architect/Engineer shall submit reports, statements, records, data and information as the Housing Authority or the Department of Housing and Urban Development may require pertaining to this Contract at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
- (2) All reports, studies, analyses, memoranda and related data and material the Architect/Engineer may develop during the performance of this Contract shall be submitted to and be the exclusive property of the Housing Authority, which shall have the right to use same for any purpose without any further compensation to the Architect/Engineer other than hereinafter provided.

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

Article 7.3 – Audits and Inspections. At any time during normal business hours and as often as the Housing Authority, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, the Architect/Engineer shall make available to the Housing Authority or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the Housing Authority or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

Article 7.4 – Findings Confidential and Identification of Documents.

- (1) Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Architect/Engineer under this Contract are confidential and the Architect/Engineer agrees that they shall not be made available to any individual or organization, other than an agency of the United States government, without the prior written approval of the Housing Authority.
- (2) Identification of Documents. All reports, maps and other documents completed as a part of this Contract, other than documents exclusively for internal use within the Housing Authority shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): name of the Housing Authority, month and year of the preparation, name of the Architect/Engineer, and the following notation covering Federal assistance:

The preparation of this report, map, document, etc., was financed in part through a grant from the Department of Housing and Urban Development.

ARTICLE VIII – INSURANCE AND INDEMNITY

Article 8.1 – Insurance.

- (1) The Architect/Engineer shall secure the following insurance:

<u>Coverage</u>	<u>Amounts</u>
Worker’s Compensation	Statutory Limit
Comprehensive General Liability	BI \$1,000,000 per occurrence PD \$1,000,000 per occurrence
Automobile Liability	BI \$500,000 per occurrence PD \$500,000 per occurrence
Professional Liability (Errors and Omissions)	\$1,000,000 per claim/ \$3,000,000 annual aggregate

- (2) The Housing Authority shall be named as an additional insured with respect to liability coverage, except for Worker’s Compensation and the Errors and Omissions Policy. The Housing Authority shall be given thirty (30) days’ notice in advance of cancellation, non-renewal, or material change in any insurance coverage, except ten (10) days for non-payment of premiums.

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

Article 8.2 – Indemnification.

- (1) The Architect/Engineer agrees that, to the extent covered by Architect/Engineer's Comprehensive General Liability, Auto or Excess/Umbrella insurance, it will indemnify, save and hold harmless the Housing Authority and the City of Milwaukee, their officers and employees, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorney's fees, photocopying expenses and expert witness fees, recovered from or asserted against the Housing Authority or the City of Milwaukee on account of injury or damage to person or property to the extent that such damage or injury may be incident to, arising out of, or be caused either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Architect/Engineer or any of its agents, servants, employees or subcontractors. Architect/Engineer's indemnity obligations do not extend to the negligence of the Housing Authority or its contractor or separate consultants of any tier of the Housing Authority or contractor.
- (2) The Housing Authority shall tender the defense of any such covered claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence or misconduct on the part of the Architect/Engineer or any of its agents, servants, employees, or subcontractors to the Architect/Engineer or its insurer and, upon such tender, it shall be the duty of the Architect/Engineer and its insurer to defend such claim or action without cost or expense to the Housing Authority.
- (3) The Architect/Engineer shall have no liability for any loss, cost, or expense to the extent that such loss, cost, or expense is paid by builders risk insurance or other property insurance applicable to the Project of the Project improvements.
- (4) Except to the extent covered by Architect/Engineers insurance, the Architect and Owner waive consequential damages against each other, except in the event of bodily injury or property damage other than to the Work itself, for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Without regard to coverage available to the Architect/Engineer, Owner waives all damages, costs and consequential damages associated with the failure of the Project or the improvements to meet and/or maintain a score of 75 or better on the 1-100 ENERGY Star score, using EPA's Portfolio Manager. However, if direct costs are incurred by Owner to upgrade the Project or the improvements, solely because, as designed by Architect, the Project could not initially meet an Energy Star score of 75 or better, and provided that such costs are incurred and paid by Owner within six months of Substantial Completion of the Project, recovery of the non-betterment portions of such direct costs is not waived if Architect is adjudicated solely at fault for the failure of the Project and/or the improvements initially to meet a score of 75.

ARTICLE IX – LEGAL OBLIGATIONS

Article 9.1 – Compliance with Law in General. The Architect/Engineer shall comply with all applicable requirements set forth in the Housing and Community Development Act of 1974 and all regulations promulgated pursuant to this Act as contained in 24 CFR 570, the U.S. Housing Act of 1937, as amended, 24 CFR Part 24 (Drug-Free Workplace Act of 1988), applicable HUD Procurement provisions in 2 CFR Part 200.317-326, and all other applicable federal, state and local laws, ordinances, and regulations. The Architect/Engineer shall assure that its subcontractors/consultants comply with all applicable federal, state and local laws, ordinances, and regulations.

Article 9.2 – Compliance with Specific Federal Laws and Regulations. In addition to Article 8.1, the Architect/Engineer shall comply with all Federal laws and regulations as referenced or set forth below.

(1) Intellectual Property.

- A. Copyrights. If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but the Department of Housing and Urban Development and the Housing Authority reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all materials which can be copyrighted.
- B. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the Housing Authority and the Department of Housing and Urban Development for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

(2) Political Activity and Lobbying.

- A. Lobbying Prohibited. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.
- B. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

(3) Anti-Kickback Rules. The Architect/Engineer shall pay unconditionally the salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract and not less often than once a month without deduction or rebate on any account except only such payroll deductions as mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Architect/Engineer shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(4) Withholding of Salaries. If in the performance of this Contract the Architect/Engineer or subcontractor(s) underpays salaries thereunder, the Housing Authority shall withhold from the Architect/Engineer out of payments due to the Architect/Engineer an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The Housing Authority shall disburse the amounts withheld for and on account of the Architect/Engineer or subcontractor(s) to the respective employees to whom they are due.

(5) Lead-Based Paint – Section 570.611. Construction or rehabilitation of residential structures with assistance provided under this agreement is subject to the HUD lead-based paint regulations, 24 CFR 35, as amended at 24 CFR 35.61(C), January 27, 1977.

- (6) "Section 3" of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701(u)).
- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - C. The Architect/Engineer agrees to send to each labor organization or representative of workers with which the Architect/Engineer has a collective bargaining agreement or other contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Architect/Engineer's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
 - D. The Architect/Engineer agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Architect/Engineer will not subcontract with any subcontractor where the Architect/Engineer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - E. The Architect/Engineer will certify that any vacant employment positions, including training positions, that are filled (1) after the Architect/Engineer is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Architect/Engineer's obligations under 24 CFR Part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for Default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training an employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

- H. In addition to the regulations regarding Section 3 in 24 CFR Part 135, the parties to this Contract agree to comply with the requirements of the Housing Authority's Section 3 Plan, which is attached to this Contract as part of Exhibit A - Part Two.
- (7) Executive Order 11246. During the performance of this Contract, the Architect/Engineer agrees as follows:
- A. The Architect/Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - B. The Architect/Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to the Architect/Engineer's books, records and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - C. In the event of the Architect/Engineer's noncompliance with the nondiscrimination clause of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Architect/Engineer may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - D. The Architect/Engineer will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through D in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect/Engineer will take such action with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Architect/Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Housing Authority, the Architect/Engineer may request the United States to enter into such litigation to protect the interest of the United States.
- (8) Compliance with Air and Water Acts. With respect to non-exempt transactions to carry out the purposes of the Housing and Community Development Act of 1974, the Architect/Engineer shall be required to provide:
- A. A stipulation by the Architect/Engineer or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - B. Agreement by the Architect/Engineer to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - C. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

- D. Agreement by the Architect/Engineer that the Architect/Engineer will include or cause to be included the criteria and requirements in paragraph A through D of this section in every non-exempt subcontract and requiring that the Architect/Engineer will take such action as the Government may direct as a means of enforcing such provisions.
- (9) Affirmative Action for Handicapped Workers (Rehabilitation Act of 1973).
- A. The Architect/Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Architect/Engineer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- B. The Architect/Engineer agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Architect/Engineer's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Architect/Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Architect/Engineer's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Architect/Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Architect/Engineer is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Architect/Engineer will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act so that such provisions will be binding upon each subcontractor or vendor. The Architect/Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- (10) Immigration Reform and Control Act of 1986 Employment of Aliens. The Architect/Engineer 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 Architect's/Engineer's employees hired after November 6, 1986 has been verified and that the Architect/Engineer has not knowingly hired any aliens since such date that are not authorized to work in the United States.
- (11) The Americans with Disabilities Act of 1990. The Architect/Engineer agrees to abide by the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101-12213, throughout the life of this Contract.

- (12) Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this Contract is performed.
- (13) Procurement of Recovered Materials
- A. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designed in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- B. Paragraph (A) of this clause shall apply to items purchased under this Contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this Contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Article 9.3 – 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 Architect/Engineer at:

Torti Gallas and Partners, Inc.
1300 Spring Street, 4th Floor
Silver Spring, MD 20910

Attention: John Francis Torti
President/CEO

and to the Housing Authority at:

P.O. Box 324
Milwaukee, WI 53201

Attention: Antonio M. Pérez
Secretary-Executive Director

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

ARTICLE X – CONTRACT INTERPRETATION

Article 10.1 – Defining the Contract. This Contract consists of the Documents enumerated in (1) through (4) below, in order of priority. In the event of conflict between any of the documents enumerated below, the document of higher priority shall prevail.

- (1) This Instrument;
- (2) Exhibit A, the Section 3 Plan and the Emerging Business Enterprises (EBE) Provisions;
- (3) The Architect/Engineer's Proposals as accepted by the Housing Authority; and
- (4) To the extent applicable, the General Conditions for Construction Contract.

Article 10.2 – Integration. This Contract, as set forth in Article 10.1 together with any changes executed pursuant to Article 2.3, constitutes the entire integrated agreement between the Housing Authority and the Architect/Engineer governing the subject services, and supersedes all prior negotiations, representations or agreements, either written or oral.

Article 10.3 – Governing Law. Wisconsin state law shall govern the application, construction and enforcement of the Contract.

Article 10.4 – Successor Liability. This Contract shall inure to the benefit of and be binding on the respective executors, administrators, successors and assigns of the Housing Authority and the Architect/Engineer.

Article 10.5 – Joint and Several Liability. Where the Architect/Engineer consists of more than one person or corporation, their liability to perform the services, terms and conditions contained in the Contract to be performed or followed by the Architect/Engineer shall be joint and several.

Article 10.6 - Word Usage. Wherever the Contract uses the singular or masculine the same shall also mean the plural or feminine respectively. Wherever the Contract uses the plural or feminine, the same shall mean the singular or masculine respectively.

Article 10.7 – Rights and Remedies. The rights and remedies of the Housing Authority under this Contract shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Contract or allowed by law, and the waiver by the Architect/Engineer of any breach or any covenant of this Contract shall be limited to such particular instance and shall not operate or be deemed to be a waiver of any future breach of the same or any other covenant on the same or any other occasion.

Article 10.8 – Headings for Convenience Only. Headings, titles and marginal notes in the Contract are inserted for convenience only and are not explanatory of the Articles or Clauses with which they appear.

IN WITNESS WHEREOF, the Architect/Engineer and the Housing Authority have caused this Contract to be executed for and on their respective behalf as of the day and year first above written.

Torti Gallas and Partners, Inc.
1300 Spring Street, 4th Floor
Silver Spring, MD 20910

Witness:

By [Signature]

By [Signature]
Title PRINCIPAL

CERTIFICATION:

I, THOMAS M. GALLAS, certify that I am the CHIEF EXECUTIVE OFFICER of the
(Official Capacity)
entity named as Architect/Engineer herein; that ROBERT S. WALLACH, who signed this
(Contract Signatory)
Contract on behalf of the Architect/Engineer was then PRINCIPAL of said entity,
(Official Capacity of Contract Signatory)
and in said capacity duly signed said Contract for and on behalf of said entity by authority of its governing body, all of which is within the scope of its organizational powers.



**Housing Authority of the
City of Milwaukee**
809 North Broadway
Milwaukee, WI 53202

Attest:

By [Signature]
Antonio M. Pérez,
Secretary-Executive Director

By [Signature]
Mark A. Wagner, Chair

(SEAL)

CITY ATTORNEY'S OFFICE
Approved as to Form and Execution

Dated 8-22-16

By [Signature]
Assistant City Attorney

Exhibit A – Part One

EBE Provisions

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE (HACM)

PRIME CONTRACTOR FORMAL CONTRACT PROVISIONS FOR SUBCONTRACTING WITH EMERGING BUSINESS ENTERPRISES*

FEDERAL DOLLARS

NON-FEDERAL DOLLARS

Where Federal dollars are involved, these Provisions will specify MBEs and WBEs. Where the funding source is non-Federal dollars, these Provisions will designate the utilization of DBEs.

*Disadvantaged Business Enterprise (DBE)

*Minority Business Enterprise (MBE)

*Women Business Enterprise (WBE)

I. GENERAL

- A. In accordance with City of Milwaukee Ordinance 360 and HUD Regulations: 24 CFR 85.36(e); 24 CFR Part 135; and 24 CFR 968.100, DBE, MBE and WBEs shall participate in all Formal Contract activities of the **HOUSING AUTHORITY OF THE CITY OF MILWAUKEE (HACM)**. Participation of DBEs, MBEs and WBEs shall be determined by the source of contract dollars as explained above. The target participation percentages are 18% or more for DBEs, 20% or more for MBEs and WBEs.
- B. HACM is its own CONTRACTING OFFICER and requires DBEs to be currently certified by the City of Milwaukee or any other Wisconsin government entities with race and gender- neutral certification programs. MBEs and WBEs, must be currently certified by race and gender based certification program such as the State of Wisconsin Department of Commerce, any other Wisconsin governmental entities or the Federal Government's (8a) Business Development Program.

This contract calls for:

25 % MBE, WBE, and/or other EBE/DBE subcontract participation.

- C. The prime contractor shall prepare and submit timely and accurate DBE, MBE and WBE utilization forms and reports to the HACM. The reports shall include, but not be limited to the following DBE, MBE and WBE reports:
1. Form A: Affidavit of Compliance (Contractor's Commitment to D/M/WBE percent participation)
 2. Form B: Prime Contractor List of DBE Subcontractors.
 3. Form B-1: Prime Contractor List of MBE and WBE Subcontractors.
 4. Form C: Monthly and Final Subcontractor Utilization Report.
 5. Form D: Monthly Subcontractor Payment Certification Form.
- Failure to submit the required forms and reports fully completed to the HACM may result in actions, such as rejection of the bid and delay of payments or other appropriate actions. Final contract payments will not be made until final DBE, MBE and WBE subcontractor payment certification forms are on file with the HACM.
- D. During the performance of this contract, the HACM reserves the right to conduct compliance reviews of the prime contractor and DBE, MBE and WBE and require documentation that will indicate levels of compliance by the prime contractor and DBE, MBE and WBE. If the contractor is not in compliance with the specifications, the HACM will notify the contractor in writing of the need to take corrective action. If the contractor fails or refuses to take corrective action as directed, the HACM may take one or more of the following actions:
1. Terminate or cancel the contract, in whole or in part.
 2. Recommend HUD debarment of the prime contractor from bidding.
 3. Withhold payments on the contract.
 4. Any other remedy available to the HACM at law or in equity.

II. DEFINITIONS

- A. *Disadvantaged Business Enterprise (DBE)*, means a small business concern that is owned, operated and controlled by one or more disadvantaged individuals. The disadvantaged individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.
- B. *Disadvantaged Individual*, means a person who is a citizen or lawful permanent resident of the United States and who has experienced and who continues to experience substantial difficulty in achieving business-related success as defined in subsections 11 and 12 of Chapter 360 of the Milwaukee Code of Ordinances.
- C. *Minority Business Enterprise (MBE)*, means a small business concern which is at least fifty-one percent (51%) owned by one or more minorities (as defined herein) and whose management and daily operations are controlled by one or more minority owners.
- D. *Minority*, means a person who is a citizen or a lawfully admitted permanent resident of the United States who is a member of one of the following groups:
1. **Black Americans**, includes persons having origins in any of the Black racial groups of Africa.
 2. **Hispanic Americans**, includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
 3. **Native Americans**, includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
 4. **Asian-Pacific Americans**, includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and Northern Marianas;
 5. **Asian-Indian Americans**, includes persons whose origins are from India, Pakistan and Bangladesh.
 6. **Hasidic Jewish Americans**, not defined by HUD - in conjunction with HUD and the community recognized membership in this group will be addressed on a case-by-case basis.
- E. *Women Business Enterprise (WBE)*, means a small business concern which is at least fifty-one percent (51%) owned by one or more women and whose management and daily business operation are controlled by one or more women owners.
- F. *Minority/Women Business Enterprise (M/WBE)*, means a small business concern which is at least fifty-one percent (51%) owned by one or more minority women and whose management and daily business operations are controlled by one or more minority women owners.
- G. *Small Business Concern*, means a small business as defined pursuant to Section 3 of the Small Business Act.
- H. *Joint Venture*, shall be eligible under this program if the DBE, MBE, M/WBE or partners own at least fifty-one percent (51%) of the joint venture and share to an equivalent percent in the management responsibilities, risks and profits of the joint venture, as well as being responsible for a clearly defined portion of the work performed.
- I. *Owned, Operated and Controlled*, means a business which meets one of the following:
1. A sole proprietorship legitimately owned and controlled by a DBE, MBE or WBE. Business.
 2. A partnership or joint venture legitimately owned, operated and controlled by disadvantaged, individuals, minority individuals or women who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise. Section
 3. A corporation legitimately owned, operated and controlled by one or more minority individuals or women, if applicable, who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation.

III. DBE/ MBE/WBE UTILIZATION REQUIREMENTS

A. DBE

Eighteen percent (18%) or more DBE participation. Note that the DBE participation pertains to the base bid excluding specified allowances, but including alternatives, and change orders. DBE commitments relative to contract award shall be based upon the approved Form B, "Prime Contractor List of DBE Subcontractors."

B. MBE, WBE

Twenty percent (20%) or more MBE and/or WBE participation. Note MBE and/or WBE participation pertains to the base bid excluding specified allowances, but including alternatives, and change orders. MBE and WBE commitments relative to contract award shall be based upon the approved Form B-1, "Prime Contractor List of MBE and WBE Subcontractors."

C. The determination of a DBE, MBE and WBE shall be based on the following criteria:

1. The firms identified as DBE, MBE or WBE by the prime contractor on Form B (Prime Contractors List of DBE Subcontractors) or Form B-1 (Prime Contractors List of MBE and WBE Subcontractors) must be certified by the one of the specified agencies prior to bid opening.
2. The prime contractor shall pay special attention to the area(s) specified as the business specialty by the applicant business in the certification application. *New or expanded business specialties are subject to certification review by the certifying agency.*
3. The prime contractor shall be credited for the entire expenditure to DBE, MBE and WBE, only if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the certified DBE, MBE or WBE.
4. The prime contractor shall be credited for the expenditure to DBE, MBE, or WBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters material for resale. Twenty-percent (20%) of the DBE MBE, or WBE participation goal, or less, may be expended for DBE, MBE, or WBE suppliers that do not operate or maintain a store, warehouse, or other establishment in which the materials or supplies are kept in stock and regularly sold to the public in the usual course of business. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
5. The prime contractor shall count toward the DBE, MBE, and WBE participation goals only expenditures to DBEs, MBEs, and WBEs that perform a commercially useful function in the actual work of the contract. DBEs, MBEs, or WBEs are **required** to notify the CONTRACT SERVICES MANAGER, by letter, if they will subcontract out work on this project. The CONTRACT SERVICES MANAGER shall be notified, by letter, of labor shortages, if any, affecting the contract work. The HACM CONTRACT OFFICER OR DESIGNEE and CONTRACT SERVICES MANAGER will may the final determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
6. A prime contractor shall be credited one hundred percent (100%) of expenditures to a DBE, MBE, or WBE delivery service, hauler or trucker of materials and supplies required on a job site, but not the cost of the materials and supplies.
7. A prime contractor shall count toward the DBE, MBE, or WBE participation goals, only expenditures to DBEs, MBEs, or WBEs that perform a commercially useful function in the actual work of the contract. The Prime contractor is required to notify the HACM CONTRACT OFFICER OR DESIGNEE if their DBE, MBE, or WBE will further subcontract out work on this contract. Credit will be given based on actual participation by the DBE, MBE, or WBE. **Credit will not be given for work subcontracted by DBEs, MBEs, or WBEs without prior approval from the CONTRACT SERVICES MANAGER.**

III. DBE, MBE, WBE UTILIZATION REQUIREMENTS (continued)

- D. The Form A, "Affidavit of Compliance is included with the bid the document must be submitted with the bid, indicating DBE, MBE and WBE percent (%) participation.
- E. *The applicable D/M/WBE list of subcontractors: Form B, Prime Contractor List of DBE Subcontractors; Form B-1, Prime Contractor List of MBE/WBE Subcontractors, can be submitted with the bid. The deadline date for receipt of the list(s) by the HACM is the third (3rd) calendar day following the date of the bid opening unless by special arrangement with the Contract Services Manager. Revision to the initial list is due the second (2nd) calendar day following receipt of the initial list.*
- F. Information on Forms B and B-1 shall include, but not be limited to:
1. The DBE, MBE, WBE subcontractors name, address, telephone number and authorized contact person for the DBE, MBE, WBE that will participate on the contract.
 2. A description of the scope of work to be performed by the DBE, MBE, WBE on this project.
 3. The DBE, MBE, WBE contractor dollar values and corresponding percentages that the dollar values represent of the total contract amount.
 4. Listing of DBEs, MBEs, WBEs on Forms B and B-1, respectively, shall constitute a representation that the contractor has communicated directly with the DBEs, MBEs, WBEs listed, agreed to the specified work and dollar values. If awarded the contract, the bidder will enter into a written subcontract with the firm for the portion of the work listed.
- G. Failure to submit an Affidavit of Compliance may render the bid non-responsive, and prompt an award recommendation to the next apparent low bidder.
- H. Only DBEs, MBEs, and WBEs that have been certified as such by the specified certification agency may be listed on Forms B and B-1. The firms shall be counted towards the targeted percentage on this project. Directories of certified firms may be obtained from the specified certification agencies.
- I. After execution of the contract, if for any reason, a DBE, MBE, or WBE cannot perform the specified work, the prime contractor shall immediately provide the HACM CONTRACTING OFFICER with a written explanation detailing the reason, including a request for approval from the CONTRACT SERVICES MANAGER to substitute another certified firm or approval of a DBE, MBE, or WBE if a replacement has been identified.
- J. Approval to delete or replace initial DBEs, MBEs, or WBEs must be obtained from the CONTRACT SERVICES MANAGER prior to making the deletion or replacement. Any difference in the cost occasioned by such substitution, deletion or replacement shall be borne by the prime contractor.
- K. If the prime contractor has a problem in meeting the DBE, MBE or WBE goal, or if any other issues relative to DBEs, MBEs or WBEs arise during the completion of this project, the prime contractor shall immediately forward a letter to the HACM CONTRACTING OFFICER with a copy to the CONTRACT SERVICES MANAGER detailing the issue(s).
- L. Certification as DBE, MBE and WBE from programs other than from those agencies specified is neither accepted by the HACM nor do they have any bearing whatsoever on the eligibility criteria established by the specified certification agencies.

HACM PROVISIONS

Revisions: 4/28/1995, 7/21/1995, 9/22/1995, 2/25/2000, 2/26/2001, 9/24/2001, 3/30/2007, 5/31/2007

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

BIDDERS INSTRUCTIONS
FOR COMPLETING EMERGING BUSINESS ENTERPRISES FORMS

PRIME CONTRACTOR'S AFFIDAVIT OF COMPLIANCE (FORM A)
PRIME CONTRACTOR LIST OF SUBCONTRACTORS (FORM B AND/OR FORM B-1)

Step 1:

Please thoroughly review the "Prime Contractor Formal Contract Provisions for Subcontracting with Emerging Business Enterprises" (copy attached to this page).

Step 2:

Note the type of business(es) targeted for participation on this project. See Page 1 of the Provisions, Section I, Paragraph A: "This contract calls for" This section specifies the type of business(es) and the preferred participation percentage(s) for this particular contract.

Step 3:

On the Prime Contractor's Affidavit of Compliance (Form A), fill in the subcontract percentage participation on the lines(s) that correspond to the type of targeted business(es) identified on Page 1 of the Provisions.

For example, if the Provisions call for 20% MBE and WBE participation, you may use on the Affidavit of Compliance, the following:

- A. MBEs at 10% and WBEs at 10% to full the percentage; or
- B. MBEs at 20% or 20% WBEs to full the percentage

Note that the Prime Contractor's Affidavit of Compliance is a part of the bid and requires submission with the bid.

Step 4:

Locate the Prime Contractor List of DBE Subcontractors (Form B) and the Prime Contractor List of MBE and WBE Subcontractors (Form B-1). Select the appropriate form for the type of business(es) taken from Page 1 of the Provisions and the Affidavit of Compliance and to complete the list. Keep in mind that Form B is for DBE utilization and Form B-1 is for MBE/WBE utilization.

Attention: The Prime Contractor's List of Subcontractors (Form B, Form B-1) may be submitted with the bid but must be submitted within three (3) calendar days following the bids.

SPECIAL BIDDERS INSTRUCTIONS

Revisions: 10/24/1995, 02/02/2001, 07/27/2007, 06/15/2011

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE (HACM)

PRIME CONTRACTOR'S AFFIDAVIT OF COMPLIANCE FOR PARTICIPATION IN THE HACM EMERGING BUSINESS ENTERPRISE PROGRAM

Official Notice # _____

Date: _____

RFP # _____

Project #: _____

The bidder's commitment for DBE participation on this project is..... ____%.

The bidder's commitment for MBE participation on this project is..... ____%

The bidder's commitment for WBE participation on this project is..... ____%.

The HACM may reject and disqualify any bid that does not include the Emerging Business Enterprise Program. The HACM may reject and disqualify any bid if the contractor fails to consider the "Prime Contractor Provisions for Subcontracting with Emerging Business Enterprises."

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors or material suppliers for such bid.

The undersigned acknowledges, understands, and agrees that submission of a bid shall commit the bidder to comply with the HACM's Emerging Business Enterprise Program that includes DBE, MBE, WBEs in subcontract work on this contract, including the submittal of applicable lists -- Forms B, B-1.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

Company Name

Authorized Signature and Title

Printed Name

STATE OF WISCONSIN, COUNTY OF _____

Personally came before me this ____ day of _____, 2____, who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company.

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

Notary Public _____, County of _____, State of _____

My Commission Expires: _____

Date Form B Submitted _____

Initial List/Date _____

Revised List/Date _____

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

Prime Contractor List of DBE Subcontractors

This form must be fully completed. The deadline for submission of this bid document to the Housing Authority, by the Prime Contractor is three (3) calendar days following the bid opening date, or with the bid.

Prime Contractor's Name _____ Official Notice _____ RFP #: _____

Total Bid Amount: _____ DBE \$'s: _____ % of Total Bid _____

Please list all proposed subcontractor(s) and material supplier(s) for this project. It is the bidder's obligation to obtain Disadvantaged Business Enterprise Participation.

Firm Names(s) Address / Phone # & Contact Person	D B E		Work to be Performed / Material Supplied	% of Bid	Amount	Signature of DBE owner or DBE representative needed to confirm all information herein.

Prime Contractor: _____

Date: _____

Tele: _____

Reviewed By: _____
HACM Contract Services Manager

Date: _____

PROJECT SUMMARY: _____

Date Form B-1 Submitted _____

Initial List/Date: _____

Revised List/Date: _____

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

Prime Contractor List of MBE/WBE Subcontractors

This form must be fully completed. The deadline for submission of this bid document to the Housing Authority, by the Prime Contractor is three (3) calendar days following the bid opening date, or with the bid.

Prime Contractor's Name _____ Official Notice _____ RFP #: _____

Total Bid Amount: _____ MBE \$'s: _____ % of Total Bid _____ WBE \$'s: _____ % of Total Bid _____

Please list all proposed subcontractor(s) and material supplier(s) for this project. It is the bidder's obligation to obtain Minority and Women Business Enterprise Participation.

Firm Names(s) Address / Phone # & Contact Person	M B E	W B E	Work to be Performed / Material Supplied	% of Bid	Amount	Signature of MBE or WBE owner or MBE, WBE representative needed to confirm all information herein.

Prime Contractor: _____

Date: _____

Tele: _____

Reviewed By: _____

Date: _____

HACM Contract Services Manager

PROJECT SUMMARY: _____

**HOUSING AUTHORITY OF THE CITY OF MILWAUKEE
MONTHLY & FINAL SUBCONTRACTOR UTILIZATION REPORT**

Monthly Submittal for

Final Submittal

_____ (month/year)

_____ (month/year)

Contract Number _____

Prime Contractor _____

Development Site _____

Work Description _____

Start Date _____

Estimated/Actual Completion Date _____

Initial Contract \$'s _____

Adjusted Contract \$'s _____

Subcontractor	Type of Work	Requests for Payment: This Month					\$'s	Requests for Payment: Contract to Date			
		Type of Subcontractor						2016 \$'s	2017 \$'s	2018 \$'s	2019 \$'s
		DBE	MBE	WBE	Sec 3 Bus	Other					

Please specify any contract activity changes and associated costs that have occurred since the initial submittal of this report, and state the reason:

If you are using Section 3 residents to do part or all of the work involved with this project, please indicate the dollar amount of wages paid this month

\$ _____ or to date \$ _____.

Signature _____

Date _____

**HOUSING AUTHORITY OF THE CITY OF MILWAUKEE
MONTHLY SUBCONTRACTOR PAYMENT CERTIFICATION FORM
FOR DBE, MBE, AND WBE SUBCONTRACTORS**

This form must be submitted for each DBE, MBE, and WBE utilized on this project. Each form must be attached to the document entitled "Prime Contractor's Periodical Estimate for Partial Payment".

SECTION A -- FOR COMPLETION BY THE PRIME CONTRACTOR

IF SUBCONTRACT PAYMENTS TO DBEs, MBEs, and WBEs HAVE **NOT** BEEN MADE TO DATE, THE PRIME CONTRACTOR SHALL CHECK THIS BOX > **NONE** AND COMPLETE ITEMS 1-6 IN SECTION A.

IF SUBCONTRACTOR PAYMENTS HAVE BEEN MADE TO DATE, THE PRIME CONTRACTOR AND SUBCONTRACTOR SHALL FULLY AND INDIVIDUALLY COMPLETE SECTION A AND SECTION B.

1. Prime Contractor _____
2. Official Notice Number _____ Contract Number _____
3. Project Description _____
4. Check one Subcontractor designation: DBE MBE WBE
Is Subcontractor a Self-Certified Section 3 Business: _____
5. Name of Subcontractor _____
6. Subcontract Work Description _____

Prime Contractor Certification: I, (name/title) _____,
(Printed and Signature)

hereby certify that as of this date, _____, \$ _____ PAID THIS MONTH
has been paid to the subcontractor named in Section A-5 for work described in Section A-6. \$ _____ PAID TO DATE

SECTION B -- FOR COMPLETION BY SUBCONTRACTOR

1. Subcontractor _____
2. Official Notice Number _____ Contract Number _____
3. Project Description _____
4. Check your Certification Designation: DBE MBE WBE
Are you a Self-Certified Section 3 Business: _____
5. Subcontract Work Description _____

Subcontractor Certification: I, (name/title) _____,
(Printed and Signature)

hereby certify that as of this date, _____, \$ _____ PAID THIS MONTH
has been paid to the subcontractor named in Section A-5 for work described in Section A-6. \$ _____ PAID TO DATE

Exhibit A - Part Two

Section 3 Requirements



SECTION 3 PLAN

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

Approved by Board of Commissioners: January 13, 2016

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SECTION 3 PLAN

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I. STATEMENT ON SECTION 3 PLAN

This Plan is developed by the Housing Authority of the City of Milwaukee for the exclusive use of the agency, hereafter referred to as HACM, its contractors, subcontractors, bidders, developers, subgrantees, related affiliates or instrumentalities, partnering local government entities, and any other subrecipients of covered funding in partnership with HACM. The funding type and program/grant names may change over the years; however, the intent of this Plan is to encompass all applicable funding from the U.S. Department of Housing and Urban Development (HUD). All hiring and contracting must meet any conflict of interest requirements set forth in federal, state or local laws, regulations or policies and comply with internal HACM hiring policies.

II. BACKGROUND ON THE SECTION 3 REGULATION

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to “ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.”

Consistent with 24 CFR Part 135, as a recipient of HUD Public Housing funding, the Housing Authority of the City of Milwaukee (HACM) requires compliance with Section 3 obligations on all contracts that make use of that assistance.

These policies are implemented regardless of the contract amount, whether it is designated as housing construction, housing rehabilitation, or other public construction project, or whether it is any other non-construction expenditure resulting from the use of covered operating funding, modernization funding, or development funding from HUD .

HACM works to ensure the provision of employment, training, contracting, and other economic opportunities to its residents and other low-income persons. In doing so, HACM utilizes Section 3 as a means of promoting stability and self-sufficiency to Section 3 Residents. Implementation procedures may be amended periodically by HACM to ensure that the Plan requirements are being met and/or to enhance efficiencies in obtaining compliance.

III. APPLICABILITY

Section 3 requirements apply to all projects and activities funded in whole or in part with covered funds. If any HUD funding is used for the project/activity, then the entire project budget is subject to Section 3 regulations.

Section 3 requirements do not apply to projects and activities of HACM that do not receive any HUD funding, such as non-subsidized market rate developments owned by HACM.

Section 3 requirements do not apply to any agreement or contract for the purchase of supplies and materials only.

IV. DEFINITIONS

Please refer to the 24 CFR 135.5 for a full list of applicable definitions found in the regulation.

RECIPIENT: Any entity which receives Section 3 covered funding, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, Public Housing Authority, Indian Housing Authority, Indian Tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation,

resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such recipient, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

CONTRACTOR: Any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

SUBCONTRACTOR: Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

NEW HIRES: Full-time employees for permanent, temporary or seasonal employment opportunities.

EMPLOYMENT OPPORTUNITIES GENERATED BY SECTION 3 COVERED ASSISTANCE: All employment opportunities generated by the expenditure of Section 3 covered funding (i.e. operating funding, Development funding, and modernization funding) and with respect to Section 3 covered housing and community Development funding, all employment opportunities arising in connection with Section 3 covered projects, including management and administrative jobs (including architectural, engineering, or related professional services and jobs directly related to administrative support of these activities) connected with the Section 3 covered project.

SECTION 3 RESIDENT: A Section 3 resident is:

- A. A public housing resident or Housing Choice Voucher holder; or
- B. An individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and is a low-income person or a very low-income person.

METROPOLITAN AREA: The metropolitan area means a metropolitan statistical area (MSA) as established by the U.S. Office of Management and Budget. For HACM, the MSA area determined by HUD is the "Milwaukee-Waukesha-West Allis MSA" which includes residents of the four-county area of Milwaukee County, Waukesha County, Ozaukee County and Washington County in Wisconsin.

LOW-INCOME PERSON: Families (including single persons) whose incomes do not exceed 80% of the median income for the area as determined by HUD.

Please refer to www.huduser.org/portal/datasets/il.html for current, local Income Limit information.

- ❖ Select current year.
- ❖ Select "Access Individual Income Limit area"
- ❖ Select "click here for FY XXXX IL Documentation" (where XXXX is the current fiscal year)
- ❖ Select State & County

VERY LOW-INCOME PERSON: Families (including single persons) whose incomes do not exceed 50% of the median family income for the area as determined by HUD.

SECTION 3 BUSINESS CONCERN: A Section 3 business concern is one:

- A. That is fifty-one percent (51%) or more owned by Section 3 residents; or
- B. Whose permanent, full-time employees includes persons, at least 30 percent of whom are current Section 3 residents, or within three years of the date of first employment with the Section 3 business concern were Section 3 residents; or
- C. That provides evidence of a commitment to subcontract a minimum of 25 percent of the total contract award amount (including any modifications) to Section 3 business concerns that meet the requirements described in A or B. Example: If the Contract Amount is = \$1,000,000, contractor must subcontract at least 25% or \$250,000 to Section 3 business concern(s) as defined in A or B in this part.

RESIDENT-OWNED BUSINESS (ROB): As described in 24 CFR Part 963, a resident-owned business is a business concern owned and controlled by public housing residents. “Owned and controlled” means a business (a) at least 51% owned and operated by a public housing resident; and (b) whose management and daily business operations are controlled by one or more such individuals. If for a specific procurement, HACM decides to elect the alternative procurement process found in 24 CFR Part 963 limiting the solicitation only to ROBs, the ROB must also meet the additional eligibility and other requirements described in the regulations.

SECTION 3 CLAUSE: The contract provisions set forth in 24 CFR 135.38 which must be included in all Section 3 covered contracts and subcontracts.

SECTION 3 COVERED ACTIVITY: Any activity that is funded by Section 3 covered funding.

SECTION 3 COVERED ASSISTANCE: With respect to public housing authorities, Section 3 covered assistance means HUD assistance to which the obligation to provide training, employment, contracting, and other economic opportunities under Section 3 apply, including: (1) Public housing development assistance; (2) Public housing operating assistance; (3) Public housing modernization assistance; and (4) any other HUD funds, regardless of HUD program, utilized for the operation, modernization, or rehabilitation of public housing properties or developments as defined under statutes.

SECTION 3 COVERED CONTRACT: A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with a Section 3 covered project. “Section 3 covered contracts” do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a “Section 3 covered contract.”

SECTION 3 COVERED PROJECT: The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development funding.

SECTION 3 JOINT VENTURE: An association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business Concern:

- Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- Performs at least 25% of the work and is contractually entitled to compensation proportional to its work.

V. SECTION 3 GOALS AND PREFERENCES

It is HACM's policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

A. Training and Employment Opportunities for Section 3 residents:

When the Section 3 regulation is triggered by the need for new hires, HACM and its contractors and subcontractors will make every effort within their disposal and to the greatest extent feasible to attempt to hire Section 3 residents amounting to at least 30% of the aggregate number of full-time new hires .

When hiring opportunities are offered and all minimum requirements are met, HACM, contractors and subcontractors shall direct their efforts to hire Section 3 residents in the order of priority preference provided below:

1. Residents at the housing development or developments where the work is being performed (Category 1 residents).
2. Residents of other HACM public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by HACM (Category 2 residents).
3. Participants in Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended (Category 3 residents).
4. Other Section 3 residents (Category 4 residents).

For the purposes of this Section 3 Plan, the term "preference" is to be given the legal definition of "prior right or precedence" in order to ensure that, at a minimum, 30% of all new hires are Section 3 Residents consistent with the above order of priority preference.

- For an example, if both a Section 3 Resident with a Category 1 preference and a Section 3 resident with a Category 4 preference meet at least the minimum requirements for a position, the Section 3 Resident with the Category 1 preference will be awarded the position.
- In the case that an objective standard is used to decide the qualifications of an applicant by means of some type of testing, a passing score should be decided upon prior to administering said test to any potential hire. A Section 3 Resident with a Category 1 preference with a minimum passing score should be awarded the position above a Section 3 Resident with a Category 4 preference with a higher score.

HACM shall submit this backup documentation to HUD as part of its regular semi-annual reports.

B. Contracting Opportunities for Section 3 business concerns:

When the Section 3 regulation is triggered by the need for subcontracting a portion of the work to another business, HACM and its contractors and subcontractors will make every effort within their disposal and to the greatest extent feasible to attempt to subcontract:

- 1. Building Trades:** At least 10% of the total dollar amount of all Section 3 covered contracts or purchase orders for building trades work maintenance, repair, modernization or development of public housing to Section 3 business concerns.
- 2. Other contracts (non-building trades):** For other Section 3 covered contracts or purchase orders that are not building trades work covered above, the goal is to subcontract at least 3% of the total dollar amount to Section 3 business concerns. This includes professional service contracts such as legal, architects, engineers, consultants, or any other contract or purchase order for services that are not building trades work.

When contracting opportunities are offered and all requirements are met and remain equal, HACM, contractors and subcontractors shall direct their efforts to contract/subcontract with Section 3 business concerns in the order of priority preference provided below:

- 1. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses).**
- 2. Business concerns that are 51 percent or more owned by residents of other public housing developments or developments managed by HACM or by holders of housing choice vouchers managed by HACM, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses).**
- 3. Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).**
- 4. Business concerns that are 51 percent or more owned by other section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs 1 and 2 above.**

VI. SELF-CERTIFICATION OF SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS

In order to receive preference as a Section 3 business concern, the business must self-certify that it meets the eligibility requirements. The eligibility requirements and the priority preference for Section 3 business concerns are described on page 9 of this Plan. HACM has developed self-certification forms for Section 3 businesses (Section 3 Form #2 on page 23).

Section 3 business concerns should also complete the online Section 3 self-certification that is included on the City of Milwaukee's Office of Small Business Development's online certification system. The website address for this system is <https://milwaukee.diversitycompliance.com>. Click on "Apply for Certification." You will need to create an account and have information on your business to self-certify. HACM, the City of Milwaukee, and prime contractors will use this list to help identify Section 3 businesses to use as possible contractors or subcontractors on various projects.

A Section 3 business concern seeking preference in contracting must submit evidence to demonstrate that it is a responsible firm and has the ability to perform successfully under the terms and conditions of the proposed contract. If asked, it also must provide evidence of its Section 3 status.

In order to receive preference as a Section 3 resident, the resident must self-certify that he/she meets the eligibility requirements. The eligibility requirements and priority preference of a Section 3 resident are described on page 6 of this Plan. HACM has developed self-certification forms for Section 3 residents (Section 3 Form #4 on pages 31-32).

Section 3 residents should also complete the online Section 3 self-certification that is included on the HACM website (www.hacm.org). This online list of Section 3 residents will be completed and operational in August 2015. This online Section 3 Resident list will be searchable by HACM and contractors to identify residents who are interested in employment and/or training opportunities.

A Section 3 resident seeking preference in employment must fulfill the requirements/qualifications of the sought position. If asked, he/she also must provide evidence of their Section 3 status (e.g., receipt of public assistance, address of residency, etc.).

HACM will also have a separate web page devoted to Section 3 opportunities where all forms, information including this plan, and the registries will be accessible. That information will be prominently listed on the Home page of the new HACM website that is expected in 2015.

It is important to note that all persons and/or business concerns are self-certifying their eligibility under Section 3 to HACM and to HUD, and that severe civil and/or criminal penalties apply for false certifications.

VII. CONTRACTOR RESPONSIBILITIES IN MEETING SECTION 3 GOALS

All contractors are held to the same Section 3 compliance requirements of HACM as listed in Section V above (Section 3 Goals and Preferences). The HACM Section 3 Plan requires that when the Section 3 regulation is triggered by a need for new hires or by a need to subcontract a portion of the work, every effort within the contractor's disposal and to the greatest extent feasible must be made to direct all available employment, training and contracting opportunities to Section 3 residents and business concerns based on the priorities described in Section V.

Contractors must also proactively facilitate compliance with Section 3 in any Section 3 covered contract. Contractors will have fulfilled their responsibility when they can provide evidence that the following have occurred in the case of every hiring, contracting, solicitation and recruitment effort:

- A) Extra or greater efforts in notifying Section 3 residents of employment or contracting opportunities. This can occur through posting job openings: in HACM offices and housing developments; in the local media; on the HACM website; with the local workforce investment board and with local comprehensive Job Centers; and in mailings, flyers or other outreach to Section 3 residents.
- B) Conveying that the hiring/contract work is a Section 3 Covered opportunity in any advertisement for bids and proposals by placing the following language in each advertisement/public notice and website, **"This job/project is covered under the requirements of Section 3 of the HUD Act of 1968."**
- C) Notifying subcontractors in each pre-bid meeting of the Section 3 requirements;
- D) Incorporating the full HUD-mandated Section 3 clause directly into all contracts and subcontracts;
- E) Including the HACM Section 3 Plan in every Section 3 covered procurement and subcontract;
- F) Providing "Section 3 Resident Self-Certification Forms" for employment at the contractor/subcontractor business offices and allowing applications to be submitted at appropriate local locations;
- G) Encouraging the training of Section 3 residents by the subcontractors;
- H) Facilitating an opportunity or job fair for the contractor and subcontractor to meet interested Section 3 residents for possible employment. A list can be developed as a resource for contractors when seeking to hire Section 3 workers in the future;
- I) Facilitating an opportunity fair annually for small contractors to meet large prime contractors interested in bidding work awarded by HACM;
- J) Documenting actions taken to comply with Section 3 requirements including all results and impediments using the HACM prescribed reporting mechanism or form;
- K) Reporting on its efforts regarding Section 3 implementation using the HACM prescribed reporting mechanism or form;

- L) Refusing to award contracts to businesses or persons who have previously violated Section 3 requirements;
- M) Posting all job sites funded by HACM with a location or phone number of how to apply for any opportunities for employment, training or contracting. The sign should be no smaller than 24" x 24" in Black ink and should specifically read: **"This project is covered under Section 3 of the HUD Act of 1968 which requires that any new employment, training, and contracting opportunities be directed to low- and very low income persons in this community. Please contact (list the contact person name and number) for information on any employment and contracting opportunities."**
- N) All Section 3 covered procurements must be communicated to current and potential Section 3 contractors and residents as part of the bid process before final bids or applications are submitted to HACM and its contractors.
- O) Any contractor or subcontractor self-certifying itself as a Section 3 business concern must maintain that status throughout the life of the contract. Any change in status must be reported to the Section 3 Coordinator immediately.
- P) Where appropriate, breaking out contract work items into smaller scopes of work to facilitate participation by section 3 business concerns.

Q) Exercising all efforts indicated below regarding notice, encouragement, and facilitation as indicated below.

<p align="center">REQUIREMENTS</p> <p align="center"><i>Applicable to all awards and contracts REGARDLESS OF AMOUNT</i></p>	<p align="center">ADDITIONAL INFORMATION</p>	<p align="center">WHEN EXECUTED</p>
<p>NOTICE – Extra or greater efforts must be undertaken to make the low and very low-income persons in the project area aware of the existence of the opportunity before it is filled with non-Section 3 persons or businesses. This means the notice MUST be given in multiple methods (See Part VII of this Plan for a list of methods) and documentation saved for audit purposes.</p> <p>As an example, contractors, subcontractors and developers cannot simply call their normal service providers and contractors for bids without including a host of notices to other low-income people, groups and organizations locally and beyond before committing to any contracts or potential contracts.</p> <p>Remember to keep every document and record demonstrating your efforts for audit and verification. If there are no records verifying the efforts made, it will be assumed there were none. The contractor, subcontractor and developer will also have access to the HACM Section 3 Business Concern and Resident Listings as indicated in Part VI above.</p>	<p>This applies to all contracts using Section 3 covered assistance from HUD and begins prior to the securing of the first contract service related to the proposed project, including professional services such as legal, architecture, engineering, consultants, etc.</p>	<p>Give notice to residents and businesses before or while soliciting bids/proposals/ employees</p> <p>Notice must be provided prior to the execution of any contracts via: publication, flyers, posters, social media, email, letters, web-postings and any other such method elected</p>
<p>ENCOURAGEMENT - Contractors, subcontractors and developers must be able to document they did something to encourage low-income people, the businesses they own and the businesses that substantially employ them to apply for their opportunities before filling them with non-Section 3 people or businesses. This includes activities such as hosting opportunity fairs for contracting and employment, informational sessions on how to achieve Preference in consideration or other verifiable methods designed to enhance participation by these groups.</p> <p>HACM requires that contractors, subcontractors and developers review and consider the listings of self-certified Section 3 residents and business concerns both initially and if new opportunities open during the contract life. However, contractors, subcontractors and developers should also do other encouragement and outreach efforts to the extent that new Section 3 persons and businesses can be attracted and secured if qualified. There is no requirement to hire or contract any unqualified person or business.</p>	<p>These shall be in the form of: Opportunity Fairs, Meetings, Presentations, Inducements such as Transportation or Child Care Assistance, etc.</p> <p>Most importantly you must use the attached forms when bidding and you must often mention Preference during meetings</p>	<p>This is executed prior to every major contract and annually for all small purchases but definitely before awarding any contracts or employment</p> <p>It's important this be done early so the contracting phase can begin immediately after confirmation of award</p>
<p>FACILITATION - Contractors, subcontractors and developers must be able to provide documentation in the form of actual signed agreements or commitments to contract and employment verification like payrolls or offers of employment they facilitated in compliance with the actual award of contracts and/or employment based on what opportunity was available.</p>	<p>Because there are various phases of contracting in a project, this step must be central to the award of contracts</p>	<p>This must be completed at every step in the contracting and employment phase from pre-award through the life of the project.</p>

As HACM does not execute subcontracts, HACM requires its general contractors to execute aggressive Section 3 subcontracting initiatives.

If the overall Section 3 goals above cannot be met by the contractor, other training and economic opportunities may be provided to Section 3 residents and business concerns as described in Section VIII of this Plan. However, these opportunities may be exercised only with prior written agreement of HACM and satisfactory documentation explaining why employment or contracting goals could not be met.

Contractors and subcontractors are expected to do everything possible and feasible to ensure all opportunities are directed to HACM residents first, as described in Section V of this Plan. This requirement includes all labor-regulated agreements with union contractors. Examples of such outreach include:

1. Notifying Section 3 residents of employment or contracting opportunities through a number of outreach efforts, including: postings in HACM offices and housing developments; in the local media; on the HACM website, with the local workforce investment board and with local comprehensive Job Centers; and in mailings, flyers or other outreach to Section 3 residents.
2. Review, consider, and actively reach out to the online Section 3 Resident List prior to making new hires. If those hired are not Section 3 Residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List and/or other higher preference Section 3 Residents lacked, or other reason for non-hire (e.g., job offer declined).
3. Holding informational meetings and/or job fairs for Section 3 residents and/or Section 3 contractors and subcontractors.
4. Ensuring that both the prime contractor and any subcontractors are appropriately implementing the priority preference for any new hires, as described in Section V (A) of this policy. For the purposes of this Section 3 Plan, the term “preference” is to be given the legal definition of “prior right or precedence” in order to ensure that, at a minimum, 30% of all new hires are Section 3 Residents consistent with the above order of priority preference.
 - For an example, if both a Section 3 Resident with a Category 1 preference and a Section 3 resident with a Category 4 preference meet at least the minimum requirements for a position, the Section 3 Resident with the Category 1 preference will be awarded the position.
 - In the case that an objective standard is used to decide the qualifications of an applicant by means of some type of testing, a passing score should be decided upon prior to administering said test to any potential hire. A Section 3 Resident with a Category 1 preference with a minimum passing score should be awarded the position above a Section 3 Resident with a Category 4 preference with a higher score.

Additionally, HACM expects that contractors shall, to the greatest extent feasible, ensure that Section 3 new hires work approximately the same number of hours as other new hires in similar positions on the project.

Contractors must submit with any bid or proposal the prescribed forms describing the implementation of Section 3, including:

- Section 3 Form 1: Section 3 Clause
- Section 3 Form 2: Section 3 Business Concern Self-Certification form (for prime contractor and subcontractors)
- Section 3 Form 3: Contractor Section 3 Assurance of Compliance and Action Plan

Contractors and subcontractors must keep on file all completed Section 3 Form 4: “Section 3 Resident Self-Certification and Skills Data” forms for any and all applicants for positions you are hiring for related to the HACM project and for all Section 3 new hires.

All contractors and subcontractors **MUST** review and consider the Section 3 Resident List provided by HACM prior to making new hires by promoting the job opportunities to qualified residents on the list. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing to HACM the qualifications that those on the Section 3 Resident List lacked, or other reason for non-hire (e.g. job offer declined). This must be done **prior** to making the new hire.

For each new hire, a contractor will immediately complete a Section 3 Form 6—Contractor New Hire Report (page 35) and must attach required documentation for the review of the HACM Section 3 Coordinator. Contractors must report via the Section 3 Form 6—Contractor New Hire Report the following information to HACM regarding any new hires by contract or subcontract: (1) name of new hire; (2) position or title; (3) date of hire; (4) whether the new hire is a Section 3 resident; (5) which Section 3 priority preference category the Section 3 resident belongs to; (6) if the new hire is not a Section 3 resident or is a lower category Section 3 resident, the number of all Section 3 resident applicants passed over in favor of the non-Section 3 hire or the lower-category Section 3 hire.

In the absence of evidence to the contrary, a contractor that meets the minimum numerical goals set forth in Section V of this Plan (Section 3 Goals and Preferences) will be considered to have complied with the Section 3 Preference requirements.

Contractors will report actual Section 3 performance on the contract by submitting Form 5, Contractor Section 3 Reporting Form (pages 33-34).

In evaluating compliance under this part, a contractor that has not met the numerical goals set forth in Section V of this Plan has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. Contractors also can indicate other economic opportunities, such as those listed below, which were provided in its efforts to comply with Section 3 and the requirements of this part.

If a contractor has not adequately documented or justified their efforts to comply and why it was not feasible to meet numerical goals, HACM’s Section 3 Coordinator will inform the contractor of the need to immediately cure the deficiency. Additionally, contractors should realize that non-compliance with Section 3 requirements by a contractor may be taken into account by HACM in any future bidding or procurements.

VIII. OTHER ECONOMIC OPPORTUNITES TO ACHIEVE CONTRACTOR COMPLIANCE

If a HACM contractor can demonstrate that while it does have need or plans to subcontract or hire and has attempted, to the greatest extent feasible, to meet Section 3 hiring and contracting goals but still could not achieve the numerical goals, then the contractor may provide other economic opportunities to Section 3 residents and business concerns, consistent with 24 C.F.R. § 135.40, as follows:

- All contractors that have a need to hire as a result of the award of a Section 3 covered contract will be required to work with the HACM Section 3 Coordinator to identify an aggressive outreach effort to HACM residents and other Section 3 residents on the HACM Section 3 Resident listing.
- If a qualified Section 3 resident can be identified meeting all of the pre-employment requirements for the position, the contractor must hire them in the position that was needed/triggered by the contract. The contractor should use the priority preference categories as described in Section V of this Plan.
- In the event the contractor, by working with HACM's Section 3 Coordinator, cannot identify a qualified Section 3 resident from the listing, the contractor must exercise outreach outside of the registry into the service area by running employment ads, contacting other employment agencies that work with Section 3 residents like nonprofit organizations, job centers, shelters, transitional housing operators, and others.
- Similarly, all contractors that have a need to subcontract as a result of the award of a Section 3 covered contract will be required to work with the HACM Section 3 Coordinator to identify and outreach to qualified Section 3 business concerns. If a qualified Section 3 business concern can be identified, the contractor should enter into the subcontract. The contractor should use the priority preference categories as described in Section V of this Plan.
- Only after the contractors have fully exercised acceptable and verifiable efforts toward identifying and hiring qualified Section 3 persons or subcontracting to qualified Section 3 business concerns will they be allowed to provide other economic opportunities other than hiring or contracting.

If a contractor can demonstrate the above facts, then the contractor may offer other economic opportunities as follows:

- A. The contractor will provide to HACM a plan as to how it will offer other economic opportunities to Section 3 residents and business concerns. HACM will report in its semi-annual reports to HUD, the nature, extent and outcome of the other economic opportunities thus provided.
- B. HACM may not require a contractor to make a Section 3 Fund contribution in lieu of indirect participation, mentorship program participation, or other results-oriented economic opportunities.
- C. A contractor may provide one or several of the following "other economic opportunities" under this subsection:

i. Training and Employment: "Training and Employment" related opportunities will be designed to train and/or employ Section 3 residents. A detailed plan for training should be described in a written narrative and provided for HACM review. Contractors seeking to provide training may identify a qualified training firm that has the proper experience working with low-income and public housing residents in particular. The contractor may procure the training firm/individual at its expense to provide direct recruitment and solicitation to HACM residents for employment-related training. Verification of the agreement between the contractor and training firm/individual must be provided to HACM's Section 3 Coordinator.

ii. Indirect Participation: "Indirect Participation" allows a contractor to count a percentage of payments, made to Section 3 business concerns unrelated to a HACM contract for the purposes of calculating whether the contractor met Section 3 goals for that HACM contract. As an example of Indirect Participation, assume a company cannot meet contracting goals to Section 3 business concerns on the specific contract with HACM and has demonstrated such to HACM. However, they can contract with Section 3 business concerns for other work that is not chargeable to the HACM contract (e.g., cleaning of the main office of the prime contractor, work on a separate non-HACM contract, etc.). The Contractor may propose to hire Section 3 business concerns for non-HACM work that will count towards the achievement of Section 3 goals as "Indirect Participation."

iii. Mentorship Program Participation: "Mentorship Program" is a program designed to provide mentorship and/or training that benefit Section 3 residents or business concerns. The specific operation of "Mentorship Program Participation" is:

- a. Where HACM acknowledges the existence of Resident-Owned Businesses (ROBs) within its service area, identifies a need for or receives a request directly from that ROB for certain technical assistance;
- b. HACM, through its Section 3 Coordinator, will meet with the ROB owner(s) and determine exactly what their needs are relative to how it can grow and/or better manage its business;
- c. The Section 3 Coordinator will then meet with contractors that have expressed a desire to provide such technical assistance or training to such businesses; and
- d. HACM's Section 3 Coordinator will then request a meeting of all parties to discuss the expectations and service delivery design between both the contractor and ROB. Once the parties have agreed to a schedule for assistance/training to the ROB, the Section 3 Coordinator will formalize a schedule and agree to quantifiable goals and anticipated outcomes for the mentorship program.

iv. Other Results-Oriented Economic Opportunities: "Other Results-Oriented Economic Opportunities" are results-oriented and quantifiable programs designed to provide economic opportunities to Section 3 residents, including, but not limited to: Section 3 joint ventures or other economic opportunities. A contractor must submit to HACM a plan detailing these "Other Results-Oriented Economic Opportunities" and receive approval prior to implementation.

v. Section 3 Fund: Pursuant to the requirements of the Voluntary Compliance Agreement executed with HUD, HACM has created a fund specifically as a last resort when all other methods of meeting the numerical goals have been attempted to the greatest extent feasible by a contractor or sub-contractor, but the goals are still not met. HACM intends to leverage the use of this fund conservatively as it expects each contract it issues to comply fully with the Section 3 regulations and goals.

A contractor that has a need to hire or subcontract may not use HACM's Section 3 Fund to substitute for its obligation to comply with Section 3. However, a contractor that has demonstrated that it has attempted, to the greatest extent feasible, to meet Section 3 hiring and contracting goals but cannot meet the numerical goals may satisfy its Section 3 obligations by engaging in alternative means outlined above.

A contractor that can demonstrate that it was not feasible to meet the Section 3 contracting goal may provide other economic opportunities as described above or may contribute the difference between 10% of the covered contract amount (3% for non-construction related contracts) and the amount provided to Section 3 business concerns to HACM's Section 3 Fund. The amount contributed shall not exceed one hundred thousand dollars (\$100,000) for any one contract.

A contractor that can demonstrate that it was not feasible to meet the Section 3 hiring goal may contribute an amount of 3% of the total dollar amount of the contract for building trades work or 1% for other types of contracts to the Section 3 Fund. The amount contributed shall not exceed twenty thousand dollars (\$20,000) for any one contract.

IX. INTERNAL HIRING FOR HACM STAFF POSITIONS

The hiring policy of the Housing Authority of the City of Milwaukee (HACM) is to hire the best-qualified applicants and extend equal employment opportunity practices to all qualified individuals. HACM will not discriminate on the basis of race, color, religion, sex, national origin, veteran status, disability, age, sexual orientation, or any other characteristic protected from discrimination by applicable federal, state or local law.

HACM complies with Section 3 of the Housing and Urban Development Act of 1968. To the greatest extent feasible, at least thirty-percent (30%) of the aggregate annual number of its internal new hires will be public housing residents, holders of Housing Choice Vouchers, and other Section 3 eligible persons. Priority preference will be given as described in Section V.A. of this Plan. See the Operating Procedures and the HACM Human Resource Policy for all of the HACM hiring practices and more detail.

X. COMPLAINTS

This Plan is governed by the federal regulations set forth in 24 CFR Part 135 and any future changes thereto. Any Section 3 resident or business concern that feels that the Section 3 regulations were not complied with may file a complaint directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following internet address:

<http://portal.hud.gov/hudportal/documents/huddoc?id=958.pdf>

XI. COMPLIANCE MONITORING

HACM will employ a direct employee or consultant skilled and equipped to manage the full compliance process including: staff and business regulatory and implementation training; payroll and pay application review and monitoring for triggering hires; and the reporting of all Section 3 activity on an on-going basis.

HACM will employ the use of a web-based Section 3 compliance software during the period mandated by the VCA with HUD to assist in monitoring all contract awards, as well as any and all hiring that triggers the regulation on those contracts, and to send notices of non-compliance immediately upon confirmation of the same. The software will also provide reports of all Section 3 activities, including contracting, employment & training and will assist with reporting to HUD via the annual reporting and the semi-annual reporting as required under the VCA.

HACM will require contractors and/or subcontractors to use the online reporting systems and will provide training on these reporting/monitoring systems.

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Section 3 Form #1: SECTION 3 CLAUSE ACKNOWLEDGEMENT

Economic Opportunities for Low- and Very Low-Income Persons (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

I have read and understand these requirements of this Section 3 funded project:

Business Name: _____

Business Address: _____

Print Name: _____

Signature

Date

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Section 3 Form #2: SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

<p>Please return this form to the following address:</p> <p>Housing Authority of the City of Milwaukee Purchasing Dept. 809 N. Broadway Milwaukee, WI 53202 Phone: (414) 286-5892 Fax: (414) 286-5502</p> <p>Any questions regarding Section 3 or this form, please contact Evans Gant, Section 3 Coordinator at (414) 286-2940 or evgant@hacm.org.</p>	<p>The City of Milwaukee’s Section 3 Self Certification application is also available online. To complete the online registration, visit the website milwaukee.diversitycompliance.com</p> <p>For assistance completing the online application, please contact the Office of Small Business Development at Phone: 414-286-5553 Email: OSBDTraining@Milwaukee.gov</p>
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Section 3 Business Criteria: Your business is eligible for Section 3 Business Certification if it meets any one of the following criteria. Please note that the definition of Section 3 qualified person is on Section 3 Form #3, “Section 3 Resident Self-Certification Form.”

- 1. Fifty-one percent or more of your business is owned by a Section 3 resident or residents.
- 2. Thirty percent or more of your permanent, full-time employees are Section 3 residents.
- 3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are fifty-one percent or more owned by public housing residents or (b) that has thirty percent or more of their permanent, full-time employees as public housing residents.

Section 3 Business Certification Statement: I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Housing Authority of the City of Milwaukee that all of the information on this form is true and correct. I understand that it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to complete this form completely and accurately may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state and local laws.

- My business is a Section 3 business in accordance with the standard checked above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name		
Address		
Telephone Number		
Type of Business: (Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other		

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Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 1 of 6)

PART I-- Purpose: To ensure that regulations promulgated under 24 CFR Part 135 “Economic Opportunities for Low- and Very Low-Income Persons” is met, HACM has developed and approved a Section 3 Plan for HACM. Information on specific compliance with Section 3 is found in HACM’s Section 3 Plan, or in the regulations at 24 CFR Part 135.

This form, along with all related required documents included, shall serve as the ‘assurance of compliance” certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any Section 3 covered procurements.

Name of Business: _____

Business Address: _____

Contract Name/Solicitation #: _____

Total amount of Bid: _____

PART II: PRIOR COMPLIANCE CERTIFICATION

I am certifying that my business has complied with the HUD Section 3 regulations in its past HUD contracts/purchase orders .

Signature/Title

Print Name

Date

PART III: IS SECTION 3 TRIGGERED BY THIS CONTRACT?

IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE SECTION 3 REGULATIONS, YOU MUST INITIAL BOTH BOXES BELOW:

- I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.
- I do not anticipate subcontracting any portion of the work on this contract.

If you checked both boxes, do NOT check any other boxes or select any other options on this form!
Skip to the attestation and notarized signature on the final page of Section 3 Form #3.

IMPORTANT: IF THIS CHANGES AT ANY POINT DURING YOUR CONTRACT, you must immediately contact your HACM contract contact as well as the HACM Section 3 Coordinator.

PART VI. OTHER REQUIREMENTS

Outreach Plan:

Check all methods you will employ to hire Section 3 residents. Posting the position in community sources that are generally available to low-income residents and the general public is a standard requirement. Check the methods you will employ in your outreach effort:

- Mailings, emails or phone contacts with residents on the HACM Section 3 Resident List
- The local community newspaper(s)
- The most widely distributed newspaper
- HACM website
- Local Workforce Investment Board and local comprehensive job centers
- HACM offices, including housing developments, in a conspicuous location
- Homeless service agencies and other nonprofits serving low-income persons
- Posting in other local HUD-supported housing communities
- Other locations as approved by HACM
- Post notices on social media controlled by HACM

Documentation of "To the Greatest Extent Feasible":

The contractor will work with HACM Section 3 Coordinator and other designated staff to notify residents of any opportunities afforded under the contract. The contractor will partner with HACM by giving preference in any employment opportunities to the Section 3 persons or business concerns.

The contractor and subcontractor(s) shall recruit or attempt to recruit from HACM's Section 3 area, based on the priority order in HACM's Section 3 Plan, the necessary number of low-income and very low-income residents through documentation of their efforts and of any impediments to comply. HACM's contractors and subcontractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise qualified and if a vacancy exists.
2. Review and consider the Section 3 Resident List provided by HACM prior to making new hires. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List or other higher preference category Section 3 applicants lacked, or other reason for non-hire (e.g. job offer declined) and provide this explanation to HACM.
3. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.
4. For subcontracting, review and consider the Section 3 Business Concern registry provided by HACM and/or do additional outreach to potential Section 3 businesses in the area of expertise needed for the project. Document all efforts at outreach to Section 3 businesses.

Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 5 of 6)

Recordkeeping:

The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc., in connection with this contract. For contracting, the contractor shall maintain on file all records related to subcontracting, including outreach efforts, bids or price quotes, documentation regarding why a Section 3 business concern was not used as subcontractor (e.g., reasons not qualified).

If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records to HACM, its staff, or agents or to HUD.

Reports:

The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The contractor will certify that any vacant employment positions, including training positions, that filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than Section 3 residents, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Other Economic Opportunities:

If a contractor has demonstrated that it has attempted, to the greatest extent feasible, to meet Section 3 hiring and contracting goals but cannot, then the contractor may provide other economic opportunities to Section 3 residents and business concerns as described in the HACM Section 3 Plan. These opportunities must be described in a **written plan** on how the contractor will offer other economic opportunities. A contractor that has a need to hire or subcontract may not use other economic opportunities as a substitute to attempt to meet hiring or contracting goals; the contractor must still demonstrate how it attempted to the greatest extent feasible, to meet the goals.

Grievance and Compliance:

The contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/herself or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities, may file a grievance if efforts to the greatest extent feasible were not expended. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 6 of 6)

ATTESTATION:

I attest that the above information is true and correct and that by signing below, the Contractor hereby agrees to comply with Section 3 requirements and to follow the Section 3 Action Plan above.

Name of Prime Contractor: _____

Name of Authorized Officer: _____

Title of Authorized Officer: _____

Signature

Date

NOTARY REQUIRED

STATE:

COUNTY:

I, the undersigned a Notary Public in and for said authority and in said State, hereby certify that, _____, whose named as _____ (Title) of _____ (Company) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____ (Officer Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20____.

Notary Public My Commission Expires: _____ {SEAL}



Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 1 of 2)
[THIS FORM NOT REQUIRED AT TIME OF BID/PROPOSAL SUBMISSION]

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

Printed Name of Individual: _____

My home address is (must be a street address and NOT a P.O. Box number):

Street Address _____ Apt Number _____ City _____ State _____ Zip _____

Phone #: _____ **Email Address:** _____

I certify that I am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident below:

To qualify as a Section 3 Resident, you must meet one of the following standards:

1. Be a public housing resident or a Housing Choice Voucher program participant (Section 8 rent assistance voucher) managed by HACM; OR
2. Be a low income or very low income person who resides in the Milwaukee-Waukesha-West Allis metropolitan statistical area (which includes Milwaukee County, Ozaukee County, Washington County, and Waukesha County) and whose total household income does not exceed the following amounts:

Table of Adjusted Median Income for Milwaukee-Waukesha-West Allis metropolitan statistical area (effective 3/16/2015)

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$41,100	\$46,950	\$52,800	\$58,650	\$63,350	\$68,050	\$72,750	\$77,450

(Check all that apply):

- I am a public housing resident (Name of housing development: _____)
- I am a Section 8 rent assistance participant with HACM (I have a Housing Choice Voucher)
- I live in the service area of the Housing Authority (Milwaukee, Waukesha, Ozaukee or Washington County)

My total annual household income is \$ _____ and there are a total of _____ people living in my household.

Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 2 of 2)
[THIS FORM NOT REQUIRED AT TIME OF BID/PROPOSAL SUBMISSION]

Read & Speak English: Yes No
 High School Diploma: Yes No GED or HSED: Yes No
 College, Trade, or Technical School diploma or certifications: Yes No
 Please list degree or certifications : _____
 Wisconsin Driver's License: Yes No Commercial Driver's License (CDL): Yes No

Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:

- Drywall Hanging Drywall Finishing Interior Painting Framing Welding
- HVAC Electrical Interior Plumbing Siding Metal/Steel Work
- Cabinet Hanging Trim/Carpentry Heavy Equipment Operator Roofing
- Exterior Plumbing Exterior Framing Stucco Concrete/Asphalt Work Masonry
- Construction Cleaning Landscaping Fencing Window/Door Replacement
- Customer Service Receptionist Teaching/Training Personal Care Aide
- Sales Data Entry Cleaning Administrative/Clerical
- Lead abatement Asbestos abatement HAZWOPER
- Other _____
- Other _____

I am interested in: Training opportunities Employment Opportunities Both

I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Housing Authority of the City of Milwaukee that all of the information on this form is true and correct. I attest under penalty of perjury that my total household income and household size is as shown above, and that proof of this information may be requested in the future. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I also understand that failure to complete this form completely and accurately may result in other administrative remedies available to HUD. Finally, I authorize the Housing Authority to include my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me.

Signature

Date

Section 3 Form #5: CONTRACTOR SECTION 3 REPORTING FORM (page 1 of 2)
[THIS FORM NOT REQUIRED AT TIME OF BID/PROPOSAL SUBMISSION]

Name of Business: _____

Contract Name/Solicitation #: _____

Period of Report: _____

A. CONTRACTING/SUBCONTRACTING:

List all actual subcontractors and amounts below. Attach a Section 3 Business Concern Self-Certification form for each Section 3 Business identified.

Subcontractor Name	Work performed (Building trade or other type of work)	Is it a Section 3 Business? Yes/No	Contract Amount	% of Total Contract

Use an additional sheet if required

Total of actual subcontracts to Section 3 Business Concerns: \$ _____

Total amount of bid/contract: \$ _____

Percentage of total \$ value of bid/contract to Section 3: _____ %

Section 3 Form #6: **CONTRACTOR NEW HIRE REPORTING FORM**
[THIS FORM NOT REQUIRED AT TIME OF BID/PROPOSAL SUBMISSION]

Contractors must immediately report the following information to HACM regarding every new hire on the contract or subcontract for the project:

- (1) Employer: _____
- (2) Name of new hire _____
- (3) Position or title: _____
- (4) Start date of new hire: _____
- (5) Is the new hire a Section 3 resident (Yes/No): _____

(6) Which Section 3 priority preference does this Section 3 new hire fall under (Category 1-4)—see below: _____

- 1. Residents at the housing development or developments where the work is being performed (Category 1 residents).
- 2. Residents of other HACM public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by HACM (Category 2 residents).
- 3. Participants in Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended (Category 3 residents).
- 4. Other Section 3 residents (Category 4 residents).

(7) If the new hire is not a Section 3 resident or is a lower category Section 3 resident, how many Section 3 resident applicants were passed over in favor of the non-Section 3 hire or the lower-category Section 3 hire? _____

(8) Contractor/subcontractor must attach documentation to explain in writing the qualification or qualifications that those that were not hired lacked, or other reason for non-hire (for example, job offer declined)

Use an additional sheet if required

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