

EXHIBIT E

**HUMAN RESOURCES AGREEMENT  
(COUTURE PROJECT)**

This Human Resources Agreement (“Agreement”) is entered into as of the 28th day of April, 2017, by and between the City of Milwaukee (“CITY”), on the one hand and THE COUTURE LLC, a Wisconsin limited liability company, and THE COUTURE HOLDINGS GROUP INC., a Wisconsin business corporation, on the other (collectively, the “DEVELOPER”).

**WHEREAS**, the parties to this Agreement acknowledge and understand that this Agreement is executed in conjunction with the Cooperation, Contribution and Redevelopment Agreement for the Couture Project dated even herewith (“Development Agreement”) executed by the parties in connection with the implementation of a development project located at 909 East Michigan Street, Milwaukee, Wisconsin;

**WHEREAS**, DEVELOPER acknowledges that CITY has established policies regarding the utilization of SBEs (defined below), in Chapters 355 and 370 of the Milwaukee Code of Ordinances (“MCO”); and

**WHEREAS**, DEVELOPER acknowledges that CITY has established policies regarding the utilization of unemployed and underemployed CITY residents in development projects pursuant to sec. 355-7 of the MCO; and

**WHEREAS**, DEVELOPER acknowledges that approval and execution of the Development Agreement was conditioned upon the DEVELOPER, its affiliates and their agents, agreeing to meet the requirements of this Agreement with respect to the development of the Project.

**NOW, THEREFORE**, the parties agree as follows:

**I. DEFINITIONS**

1. SMALL BUSINESS ENTERPRISE (“SBE”) is a business that has been certified by the City of Milwaukee Office of Small Business Development (the “OSBD”) based on the requirements of sec. 370-25 of the MCO.

2. FIRST-SOURCE EMPLOYMENT PROGRAM means an employment program operated by CITY or its designee which is to be utilized as contractors’ first source for recruiting applicants for both new and replacement employment.

3. JOINT VENTURE is an association of two or more persons or businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and/or knowledge.

4. PROJECT means the Public Infrastructure Project, as defined in Section 1.1 of the Development Agreement, as part of the development of property located at 909 East Michigan Street, Milwaukee, Wisconsin.

5. PROJECT COSTS means all costs of the PROJECT, but less and excluding all costs associated with the purchase, lease or right to use any land; permit fees paid to CITY or any other governmental entity or quasi-governmental entity; utility company fees; financing and interest expenses; insurance premiums; other work not contracted through DEVELOPER and over which DEVELOPER does not have direction or control in the selection of contractors or material providers for the same; and other costs approved by DEVELOPER and the OSBD, with such approval not being unreasonably withheld. DEVELOPER or its representatives and the OSBD shall meet and confer to determine the eligible PROJECT COSTS for such phase or portion of the PROJECT.

6. RPP means CITY’s Resident Preference Program as described in sec. 355-7 of the MCO.

## II. SMALL BUSINESS ENTERPRISE PROGRAM

In accordance with sec. 355-13-4 of the MCO, DEVELOPER shall, in developing and constructing the PROJECT, utilize SBEs for no less than 25% of the total PROJECT construction costs including the amounts expended for the purchase of non-professional services and supplies and 18% of the amounts expended for the purchase of professional services for the PROJECT deemed eligible pursuant to SBE guidelines, as summarized in **Exhibit A “Categories of Work.”** Prior to the commencement of the PROJECT, DEVELOPER or its representatives and the OSBD shall meet and confer to determine the eligible PROJECT COSTS subject to the SBE requirements.

A. DEVELOPER from and after the date of this Agreement and in conjunction with the implementation of the PROJECT, shall undertake the following activities:

1. Advertise in general circulation and trade association media, as well as in community newspapers regarding contracting and subcontracting opportunities. Advertising in the Daily Reporter and two other publications shall be the minimum acceptable level of performance. Complete **Exhibit B “SBE Marketing Plan – Publications/Advertising Contacts”** and submit it to the OSBD. Advertisements shall be submitted to OSBD for review prior to publication.
2. Provide interested SBEs and the agencies listed in **Exhibit C “SBE Marketing Plan – Community Agency Contacts”** with adequate information about the PROJECT plans, specifications, and contract/subcontract requirements at least two weeks prior to the date the contract bidding process commences. DEVELOPER shall document Community Agency Contacts by completing the Contact Sheet attached as **Exhibit C1 “SBE Contact Sheet”** and submitting the completed Contact Sheet to the OSBD prior to commencement of the bidding process.
3. Complete and submit **Exhibit D “Form A – Contractor Compliance Plan”** to the OSBD upon execution of the prime contractor’s contract, if any, or upon commencement of construction.
4. Conduct pre-bid or selection conferences and a walk-through at least two weeks in advance of the date that bids are due.
5. Provide written notice of the PROJECT to all pertinent construction trade and professional service SBEs listed in the current City of Milwaukee Directory

soliciting their services in sufficient time (at least two weeks) to allow those businesses to participate effectively in the contract bidding or selection process. To identify SBEs for the PROJECT, utilize the current *Official City of Milwaukee SBE Directory* published by CITY's OSBD. The directory can be accessed on-line at:

<https://milwaukee.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=milwaukee&XID=2276>

6. Follow-up with SBEs who show an interest in the PROJECT during the initial solicitation process and document contact with SBE firms using **Exhibit E "SBE Solicitation Form."**
7. Select trade and professional service areas for SBE awards wherein the greatest number of SBEs exist to perform the work, thereby increasing the likelihood of contracts or subcontracts being awarded to SBEs. Where appropriate, split contracts or subcontracts into smaller, economically feasible units to facilitate SBE participation.
8. Negotiate in good faith with interested SBEs, not reject SBE bids or proposals as unqualified or too high without sound reasons based on a thorough review of the bid or proposal submitted and maintain documentation to support the rejection of any SBE bid or proposal. Bids that are not cost effective and/or are not consistent with the PROJECT schedule will be considered "rejectable." Rejected bids or proposals shall be documented on **Exhibit F "SBE Rejection of Bid or Proposal Form."**
9. Utilize the services available from public or private agencies and other organizations for identifying SBEs available to perform the work.
10. Include in the PROJECT bid, requests for proposals or selection documents and advertisements an explanation of PROJECT requirements for SBE participation to prospective contractors and subcontractors.
11. As necessary and whenever possible, facilitate the following:
  - (a) Joint ventures, limited partnerships or other business relationships intended to increase SBE areas of expertise, bonding capacity, credit limits, etc.
  - (b) Training relationships
  - (c) Mentor/protégé agreements

B. If the DEVELOPER meets or exceeds the 25% requirement for SBE participation for the construction, including supplies and non-professional services, for the entire PROJECT and the 18% requirement for SBE participation for the purchase of professional services for the

entire PROJECT, whether commenced before or after the date hereof, it shall be deemed that DEVELOPER has achieved or exceeded CITY's SBE requirement with respect to that aspect of the PROJECT, for the purposes of fulfilling the terms of this Agreement.

C. Contract or subcontract amounts awarded to SBE suppliers, that do not manufacture products they supply, may only be counted for up to one-fifth of the entire SBE participation requirement for construction supplies described in subsection B, above.

### **III. RESIDENT PREFERENCE PROGRAM**

A. DEVELOPER shall, in developing and constructing the PROJECT, utilize unemployed or underemployed residents, as defined in sec. 355-1.3. of the MCO, for no less than 40% of the total "worker hours" expended on "Construction," as those terms are defined in sec. 309.41 of the MCO,<sup>1</sup> included in PROJECT COSTS but less and excluding all non-Construction PROJECT COSTS.

1. In accordance with sec. 355-7-2-a of the MCO, DEVELOPER shall provide to the OSBD a city resident utilization plan and gap analysis detailing how the 40% resident utilization requirement will be achieved.

2. In accordance with sec. 355-7-2-a-1 of the MCO, at least one-quarter of the 40% resident utilization requirement shall be performed by unemployed or underemployed residents who maintain their permanent residence in zip codes established as high-poverty. Every worker hour exceeding this requirement shall count for 1.5 hours toward the overall 40% resident utilization requirement for the PROJECT.

3. In accordance with sec. 355-7-2-a of the MCO, up to one-third of the 40% resident utilization requirement may be achieved by documenting the use of

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<sup>1</sup> The definition of "Construction" shall mean "Construction" as defined in sec. 309.41 of the MCO, but as modified to reflect the private nature of the PROJECT.

unemployed and underemployed residents on projects undertaken by the DEVELOPER where such compliance is not required or by hiring unemployed or underemployed residents on a full-time permanent basis for non-construction job categories connected to the PROJECT. Such adjustments must be proposed in an affidavit on a form provided by the OSBD setting forth the facts upon which the request for adjustment is based.

4. In accordance with sec. 355-7-2-a-2 of the MCO, if DEVELOPER cannot meet the 40% resident utilization requirement, the appropriate level of participation may, at the discretion of the OSBD, be met by utilizing unemployed or underemployed residents to work on concurrent projects in any Wisconsin county, provided those residents began their employment on projects in the City of Milwaukee.

B. DEVELOPER from and after the date of this Agreement and in conjunction with the PROJECT, shall undertake the following activities:

1. Listing and causing contractors and sub-contractors to list open positions with any first source hiring agency specified by the OSBD.
2. Disseminating information provided by the OSBD to all contractors and sub-contractors on how to recruit unemployed and underemployed residents.
3. Listing and causing contractors and sub-contractors to list job openings with Wisconsin Job Service, W-2 agencies and other agencies as specified by the OSBD.
4. Working in cooperation with CITY, identify and implement any other activities and steps to maximize utilization of unemployed and underemployed residents on the PROJECT.

5. Disseminating the Employee Affidavit form, attached as **Exhibit G**, to all contractors and sub-contractors for their use in documenting RPP compliance.

6. Causing contractors and sub-contractors to participate in training on the CITY's LCP Tracker Labor Compliance Software.

7. Throughout the construction of the PROJECT, causing contractors and sub-contractors to provide timely payroll information, on at least a monthly basis, via LCP Tracker, including data on the race, gender, zip code, trade and hourly wage of unemployed and underemployed residents utilized in the PROJECT.

C. Prior to the commencement of the PROJECT, DEVELOPER or its representatives and the OSBD shall meet and confer to determine the eligible PROJECT COSTS, which are Construction costs subject to the mandatory RPP requirement.

D. DEVELOPER shall file the reports attached as **Exhibit H "Construction RPP Hours Calculation"** to evidence compliance with RPP requirements with the OSBD. All RPP reports shall be accompanied by supporting Employee Affidavits, in the form attached as **Exhibit G**.

E. Apprenticeship and On-The-Job Training Requirements. In accordance with sec. 355-9-1 of the MCO, DEVELOPER shall require its contractors and subcontractors on the PROJECT to employ apprentices and on-the-job trainees in the performance of all construction contracts and subcontracts for the PROJECT in accordance with the maximum ratio of apprentices to journeymen established by the Wisconsin Department of Workforce Development and in accordance with the following requirements:

1. One-quarter of the apprentices and on-the-job trainees required for the PROJECT as measured in worker hours, shall be unemployed or underemployed residents of the CITY. For every worker hour exceeding the requirements of this

subsection, 1.5 hours shall be credited toward the 40% resident utilization requirement for the PROJECT.

2. Of the apprentice and on-the-job trainee worker hours required for the PROJECT under this section, at least 40% shall be attributable to unemployed or underemployed residents residing in zip codes established as high-poverty pursuant to sec. 355-9-1-a-2 of the MCO.

The requirements of this section E are subject to sec. 355-9-1-b of the MCO. In the event that the OSBD finds that the apprenticeship or on-the-job training are not appropriate for the PROJECT, the requirements of this section E may be waived or adjusted administratively by the OSBD without the need for an amendment to this Agreement.

#### **IV. SBE AND RPP REPORTING**

DEVELOPER agrees to report to the OSBD, CITY's Common Council and the Zoning, Neighborhoods and Development Committee of the CITY's Common Council on DEVELOPER's utilization of SBEs and unemployed or underemployed residents in its contracting activities for the PROJECT, pursuant to Chapters 355 and 370 of the MCO and in accordance with the requirements of this Agreement. In order to monitor the PROJECT's SBE and RPP worker participation, CITY requires, and DEVELOPER agrees to take the following steps:

- A. Provide a list of all categories of work for each phase or portion of the PROJECT, with budget allowances, for which bids will be solicited and highlight those categories, based upon DEVELOPER's knowledge and experience, which are conducive to SBE participation.
- B. Provide the OSBD with documentation supporting efforts extended to solicit bids from SBEs. Upon request, DEVELOPER shall make information related to SBE bids available to the OSBD.
- C. Submit an SBE Monthly Report to the OSBD on or before the 20th of each month, or a quarterly report with the approval of the OSBD, on the form attached as **Exhibit I "Form D – SBE Monthly Report."**



- D. Submit an SBE/RPP Report to CITY's Common Council on a quarterly basis regarding achievement of SBE and RPP standards for the duration of construction of the PROJECT. The forms attached as **Exhibit H** and **Exhibit I** shall also be used for said quarterly reports.
- E. Upon request from the OSBD, make a quarterly presentation to the Zoning, Neighborhoods and Development Committee of the CITY's Common Council regarding achievement of SBE and RPP standards for the duration of construction of the PROJECT. Said presentation shall be coordinated through the OSBD.
- F. Complete and submit a final **Exhibit I** and **Exhibit J "SBE Subcontractor Payment Form"** to the OSBD upon completion of all construction of the PROJECT.

**V. LABOR STANDARDS AND WAGES.**

DEVELOPER shall comply with all applicable state and municipal labor standards provisions on the PROJECT. DEVELOPER shall provide and cause its contractors and subcontractors to provide the OSBD any necessary documentation relative to compliance with applicable labor standards provisions on forms specified by the OSBD.

**VI. CITY ADMINISTRATION.**

The OSBD shall have primary responsibility for the administration of this Agreement as well as primary monitoring and enforcement authority for the programs and activities encompassed by this Agreement. In exercising its responsibilities under the Agreement, the OSBD shall use good faith and act in a reasonable manner. Notwithstanding the foregoing, the OSBD shall make all information and data collected pursuant to this Agreement available to CITY's Department of City Development and Comptroller in order to allow fulfillment of their respective responsibilities with respect to the programs and activities encompassed by this Agreement. CITY's Department of City Development, and Comptroller shall cooperate with and assist the OSBD in the administration of this Agreement.

**VII. DEVELOPER ADMINISTRATION.**

DEVELOPER may retain a person or firm reasonably acceptable to the OSBD, to act as DEVELOPER's consultant and to assist in record keeping, collection of information and the filing of all reports necessary to demonstrate compliance with the requirements of this Agreement. DEVELOPER shall also comply with the reporting requirements set forth in Section IV of this Agreement.

**VIII. AUDIT RIGHTS.**

DEVELOPER shall keep or cause others under its control, including its contractors and subcontractors to keep accurate, full and complete books and accounts with respect to costs of developing, constructing, and completing the PROJECT, including personnel records, and carrying out the duties and obligations of DEVELOPER hereunder. All the books and accounts required to be kept hereunder shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of seven years.

**IX. PUBLIC RECORDS.**

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Agreement. Both parties understand that the CITY is bound by 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. Section 19.21, et seq. DEVELOPER acknowledges that it is obligated to assist the CITY in retaining and producing records that are subject to Wisconsin Public Records Law, and DEVELOPER must defend and hold the City harmless from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of seven years from the date of this Agreement.

**X. NOTICES.**

All notices under this Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed as follows:

A. To the CITY: Office of Small Business Development  
City of Milwaukee  
200 East Wells Street  
Milwaukee, WI 53202  
Attn: Director

With a copy to: Department of City Development  
City of Milwaukee  
809 North Broadway  
Milwaukee, WI 53202  
Attn: Commissioner

B. To DEVELOPER: The Couture LLC  
260 East Highland Avenue, Suite 401  
Milwaukee, WI 53202  
Attn: Rick Barrett

With a copy to: Meissner Tierney Fisher & Nichols, S.C.  
111 East Kilbourn Avenue, 19<sup>th</sup> Floor  
Milwaukee, WI 53202  
Attn: Adam J. Tutaj, Esq.

## **XI. SANCTIONS.**


In the event that any document submitted to CITY by DEVELOPER or a contractor or subcontractor of DEVELOPER contains false, misleading or fraudulent information or demonstrates non-compliance with the requirements of this Agreement, the OSBD may seek prosecution under sec. 355-19 of the MCO or the imposition of any of the following sanctions:

- A. Imposition of a requirement that remedial efforts be undertaken by DEVELOPER for the remaining portion of the PROJECT where initial reports demonstrate non-compliance with the RPP hours required for the PROJECT.
- B. Specific performance or specified remedies under this Agreement.
- C. Remedies available under the Development Agreement for such non-compliance.

- D. Withholding of payments due to DEVELOPER under the Development Agreement or any related documents.
- E. Termination, suspension or cancellation of the Development Agreement or any contract or agreement related to the PROJECT in whole or in part.
- F. After a due process hearing, denial of DEVELOPER's right to enter into agreements with the CITY for 2 years.

IN WITNESS WHEREOF, the parties have executed this Human Resources Agreement as of the 28<sup>th</sup> day of April, 2017.

**THE COUTURE LLC**

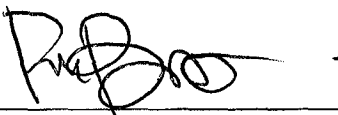
By:   
Richard J. Barrett, Manager

**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
James R. Owczarski, City Clerk

**THE COUTURE HOLDINGS GROUP INC.**

By:   
Richard J. Barrett, President

By: \_\_\_\_\_  
Martin Matson, City Comptroller

Approved as to form and execution and content  
this 28<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
Mary L. Schanning  
Deputy City Attorney

1050-2012-1849:232090v2

- D. Withholding of payments due to DEVELOPER under the Development Agreement or any related documents.
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- F. After a due process hearing, denial of DEVELOPER's right to enter into agreements with the CITY for 2 years.

IN WITNESS WHEREOF, the parties have executed this Human Resources Agreement as of the 28<sup>th</sup> day of April, 2017.

**THE COUTURE LLC**

By: \_\_\_\_\_  
Richard J. Barrett, Manager

**CITY OF MILWAUKEE**

By: Tom Barrett  
Tom Barrett, Mayor

By: James R. Owczarski  
James R. Owczarski, City Clerk

**THE COUTURE HOLDINGS GROUP INC.**

By: \_\_\_\_\_  
Richard J. Barrett, President

By: Martin Matson  
Martin Matson, City Comptroller

Approved as to form and execution and content  
this 28<sup>th</sup> day of April, 2017.

Mary L. Schanning  
Mary L. Schanning  
Deputy City Attorney

1050-2012-1849:232090v2

**EXHIBIT A**  
**CATEGORIES OF WORK**

**CATEGORIES OF WORK**  
**CONSTRUCTION BUDGET FOR THE COUTURE**  
**PROJECT**

<u>WORK DESCRIPTION</u>	<u>GENERAL</u>	<u>SUPPLIER ITEMS</u>
<b>SITE PREPARATION:</b>		
DEMOLITION	\$0.00	
EXCAVATION	\$0.00	
SOIL HAULING & DISPOSAL	\$0.00	
STORMWATER MANAGEMENT SYSTEM	\$0.00	
OTHER SITE:	\$0.00	
 <b>BUILDING CONSTRUCTION:</b>		
FOOTINGS & FOUNDATION	\$0.00	
FLOOR SLAB	\$0.00	
STRUCTURAL STEEL**	**	\$0.00
GLAZING	\$0.00	
MASONARY	\$0.00	
ROOFING	\$0.00	
ROUGH CARPENTRY	\$0.00	
FINISH CARPENTRY	\$0.00	
DOORS, FRAMES & MILLWORK	\$0.00	
HVAC EQUIPMENT**	**	\$0.00
PLUMBING	\$0.00	
FIRE PROTECTION	\$0.00	
ELECTRICAL	\$0.00	
DRYWALL	\$0.00	
CEILINGS	\$0.00	
FLOORING	\$0.00	
CERAMIC TILE	\$0.00	
LIGHTING	\$0.00	
PAINTING/INTERIOR FINISH	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
 <b>SITE IMPROVEMENTS:</b>		
PAVING	\$0.00	
LATERALS/CATCH BASIN	\$0.00	
LANDSCAPING	\$0.00	
FENCING	\$0.00	
OTHER:	\$0.00	

<b>TOTAL HARD COSTS</b>	----- \$0.00	----- \$0.00
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**PROFESSIONAL SERVICES**

ARCHITECTURAL	\$0.00
ENGINEERING	\$0.00
LEGAL SERVICES	\$0.00
SURVEY	\$0.00
ENVIRONMENTAL	\$0.00
GENERAL CONTRACTOR	\$0.00
CONSTRUCTION MANAGER	\$0.00
OTHER:	\$0.00

<b>TOTAL PROFESSIONAL SERVICES</b>	----- \$0.00
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**COST SUMMARY & SBE CALCULATIONS**

CONSTRUCTION EXCLUDING SUPPLIER  
ITEMS  
SUPPLIER AMOUNT \*\*  
PROFESSIONAL SERVICES

<b>CATEGORY</b>	<b>RATE</b>	<b>SBE REQUIREMENT</b>
	\$0.00 25%	\$0.00
	\$0.00 25%	\$0.00
	\$0.00 18%	\$0.00

<b>TOTAL SBE REQUIREMENTS</b>	----- \$0.00
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**EXHIBIT B**

**SBE MARKETING PLAN – PUBLICATIONS/ADVERTISING CONTACTS**

**Milwaukee Times**

(Published weekly)

1936 North King Drive, Milwaukee, WI 53212

Tele. No: (414) 263-5088

Contacted \_\_\_\_\_yes \_\_\_\_\_no

Contact Person \_\_\_\_\_

Date and Time \_\_\_\_\_

**The Milwaukee Courier**

(Published weekly)

2003 W. Capitol Drive, Milwaukee, WI 53206

Tele No: (414) 449-4860

Fax: (414) 906-5383

Contacted \_\_\_\_\_yes \_\_\_\_\_no

Contact Person \_\_\_\_\_

Date and Time \_\_\_\_\_

**Milwaukee Community Journal, Inc.**

(Published twice weekly)

3612 North King Drive, Milwaukee, WI 53212

Tele No: (414) 265-5300

Contacted \_\_\_\_\_yes \_\_\_\_\_no

Contact Person \_\_\_\_\_

Date and Time \_\_\_\_\_

**Daily Reporter**

(Published daily M-F)

225 E. Michigan St., Suite 540, Milwaukee, WI 53202

Tele No: (414) 276-0273

Fax: (414) 276-8057

Contacted \_\_\_\_\_yes \_\_\_\_\_no

Contact Person \_\_\_\_\_

Date and Time \_\_\_\_\_

**Spanish Journal**

(Published weekly)

611 West National Avenue, Suite 316, Milwaukee, WI 53204

Tele No: (414) 643-5683

Fax: (414) 643-8025

Contacted \_\_\_\_\_yes \_\_\_\_\_no

Contact Person \_\_\_\_\_

Date and Time \_\_\_\_\_



**EXHIBIT C**  
**SBE MARKETING PLAN – COMMUNITY AGENCY CONTACTS**

**National Association of Minority Contractors**

6122 North 76th Street  
Milwaukee, WI 53218  
(414) 454-9475  
<http://www.namewi.com>

**African American Chamber-Commerce**

633 W Wisconsin Ave., Suite 603  
Milwaukee, WI 53203  
(414) 462-9450  
<http://www.aaccwisconsin.org/>

**Hispanic Chamber of Commerce of Wisconsin**

1021 W National Ave.  
Milwaukee, WI 53204  
(414) 643-6963  
<https://hccw.org/>

**Hmong Wisconsin Chamber of Commerce**

6815 W. Capitol Drive, Suite 204  
Milwaukee, WI 53216  
(414) 645-8828  
<http://www.hmongchamber.org/>





Exhibit D

CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM A - CONTRACTOR COMPLIANCE PLAN

Please list all proposed subcontractor(s) and/or material suppliers for this project.

I. GENERAL INFORMATION (REQUIRED)

Project Name: \_\_\_\_\_ SBE Participation: \_\_\_\_\_ % Total Dollar Amount: \$ \_\_\_\_\_

Project Description: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

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

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

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

City of Milwaukee SBE Certification: \_\_\_\_\_ Yes \_\_\_\_\_ No

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge.

Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR STAFF USE ONLY

Reviewed by OSBD Staff: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF MILWAUKEE  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
FORM A - CONTRACTOR COMPLIANCE PLAN**

List all subcontractor information in its entirety. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the OSBD website [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd) for a complete list of certified firms.

**IV. SUBCONTRACTOR INFORMATION**

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

City of Milwaukee SBE Certification: \_\_\_\_\_ Yes \_\_\_\_\_ No

Work performed / Materials supplied: \_\_\_\_\_

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ \_\_\_\_\_ Percentage of contract: \_\_\_\_\_ %

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

City of Milwaukee SBE Certification: \_\_\_\_\_ Yes \_\_\_\_\_ No

Work performed / Materials supplied: \_\_\_\_\_

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ \_\_\_\_\_ Percentage of contract: \_\_\_\_\_ %

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION\*

Department of Administration  
Office of Small Business Development  
City Hall, Room 606  
200 East Wells Street  
Milwaukee, WI 53202  
Information Line: 414-286-5553 Fax: 286-8752  
osbd@milwaukee.gov  
[www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd)

**Exhibit E**  
**SMALL BUSINESS ENTERPRISE (SBE)**  
**SOLICITATION FORM**

Name & Address of SBE Firm \_\_\_\_\_

Name of Individual Contacted \_\_\_\_\_ Phone Number \_\_\_\_\_

Type of Work \_\_\_\_\_ Date and Time of Contact \_\_\_\_\_

Quotation or Proposal Received \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

REMARKS: THESE SHOULD INCLUDE ANY FOLLOW UP ACTIONS. IN THE EVENT THAT THE SMALL BUSINESS ENTERPRISE WILL NOT BE UTILIZED, INCLUDE AN EXPLANATION OF THE REASON (s) WHY THE FIRM WILL NOT BE USED. FOR EXAMPLE: IF THE ONLY REASON FOR NON-UTILIZATION WAS PRICE, THE EXPLANATION SHOULD REFLECT WHAT STEPS WERE TAKEN TO REACH A COMPETITIVE PRICE LEVEL.

REMARKS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F**  
**SMALL BUSINESS ENTERPRISE (SBE)**  
**Rejection of Bid or Proposal Form**

Name and Address of SBE firm	Type of Work	Bid or Proposal Submitted by SBE	Actual Award	Reasons for bid rejection	Approved By
1					
2					
3					
4					
5					
6					
7					
8					

**EXHIBIT G**

**FORM RPP (Rev.2009)**

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

Development Project Name \_\_\_\_\_

**Employee Affidavit**  
Residents Preference Program

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at

\_\_\_\_\_, Milwaukee, WI \_\_\_\_\_  
(Address) (Zip Code)

**Residency status:**

To verify my resident status, attached please find the following (check one)

- \_\_\_\_\_ Copy of my voter's certification form.
- \_\_\_\_\_ Copy of my last year's Form 1040.
- \_\_\_\_\_ Copy of my current Wisconsin Driver's License or State ID.
- \_\_\_\_\_ Copy of Other (i.e., Utility bill, Lease, etc.)

**AND**

**Unemployment status:**

I certify that I have been unemployed as follows: (Check those that apply)

- \_\_\_\_\_ I have worked less than 1,200 hours in the preceding 12 months.
- \_\_\_\_\_ I have not worked in the preceding 30 days.

**OR**

**Underemployed status:**

\_\_\_\_\_ I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Telephone Number

Subscribed and sworn to me this \_\_\_\_\_ day

Of \_\_\_\_\_, \_\_\_\_\_ A.D.

My Commission Expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Milwaukee County

## RPP Chart

### Income Eligibility Guidelines July 1, 2016 to June 30, 2017

Eligibility determination is based on household size and income.  
Total income must be at or below the amounts in this table.

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	21,978	1,832	916	846	423
2	29,637	2,470	1,235	1,140	570
3	37,296	3,108	1,554	1,435	718
4	44,955	3,747	1,874	1,730	865
5	52,614	4,385	2,193	2,024	1,012
6	60,273	5,023	2,512	2,319	1,160
7	67,951	5,663	2,832	2,614	1,307
8	75,647	6,304	3,152	2,910	1,455
For Each Additional Household Member, Add	7,696	642	321	296	148

Source: Wisconsin Department of Public Instruction



**EXHIBIT H**

Couture Project  
Construction RPP Hours Calculation  
Phase \_\_\_\_\_

RPP Goal

Total Construction Hours Worked Pursuant to § 355-7.1a. "Worker Hours" includes work performed by persons filling apprenticeship and on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.	
Multiplied by 40%	
Applicable RPP Goal	
Total RPP Construction Hours	
RPP Hour Surplus/Shortfall	
RPP Percentage (Total RPP Construction Hours/Total Construction Hours Worked)	



# EXHIBIT I

CITY OF MILWAUKEE  
 DEPARTMENT OF ADMINISTRATION  
 OFFICE OF SMALL BUSINESS DEVELOPMENT

**FORM D**

## SBE MONTHLY REPORT

The monthly report should be completed in its entirety and submitted no later than the 20th of every month to DOA-Office of Small Business Development. If this represents the final report, Form E - SBE Payment Certification should be attached for each subcontractor.

### SECTION I. GENERAL INFORMATION (REQUIRED)

Month: \_\_\_\_\_ Final Report:  Yes  No  
 City of Milwaukee  
 Prime Contractor: \_\_\_\_\_ SBE Certification:  Yes  No  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
 Purchase Order / Contract #: \_\_\_\_\_ Project Name/Number: \_\_\_\_\_  
 Description of service performed and/or materials supplied: \_\_\_\_\_  
 Prime Contractor's Total: \$ \_\_\_\_\_ Prime Contractor's JTD: \$ \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 SBE Participation Requirement: \$ \_\_\_\_\_ / \_\_\_\_\_ %

### SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)

List all SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Please visit the OSBD website [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd) for a complete list of certified firms.

Name of SBE Firm	Service Performed / Material Supplied	Amount Paid for the Month	Total Amount Paid JTD
<b>Total Payments to SBE:</b>			

### SECTION III. ACKNOWLEDGEMENT (REQUIRED)

I/we hereby certify that I/we have ready the above and approved this information to be precise and confirmed. I further understand that failure to return this form by the specified time may cause a delay in payments (if applicable).

Report Prepared By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Department of Administration  
 Office of Small Business Development  
 City Hall, Room 606  
 200 East Wells Street  
 Milwaukee, WI 53202  
 Information Line: 414-286-5553 Fax: 414-286-8752  
[www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd)

## **DIRECTIONS FOR COMPLETING FORM D - MONTHLY REPORT**

### **SECTION I. GENERAL INFORMATION**

Please provide all contractual information as indicated in Section I.

If the purchase order/ contract or project requires Small Business Enterprise (SBE) requirements, please indicate the percentage in the designated area.

### **SECTION II. SUBCONTRACTOR INFORMATION**

Monthly reports are due by the 20th of each month via fax at 414-286-8752 or US Postal Service.

The data should indicate payments for the previous month. If there are zero payments for a reporting period, a monthly report indicating such should still be submitted.

Only report payments to City of Milwaukee SBE firms. Non-SBE firms will not be counted towards participation requirements.

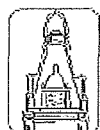
Please duplicate the form if you need to add additional payment information.

### **SECTION III. ACKNOWLEDGEMENT**

Sign and date Form D signifying that all information is precise and confirmed. Unsigned forms will not be accepted.

*Updated: December 23, 2015*

EXHIBIT J



City  
of

Milwaukee

CITY OF MILWAUKEE  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF SMALL BUSINESS DEVELOPMENT

FORM E

SBE SUBCONTRACTOR FINAL PAYMENT CERTIFICATION

This form is to be completed and signed by the Prime Contractor and SBE subcontractor firms that were utilized in connection with contract listed below, either for service performed and/or as a supplier.

Prime Contractor Name: \_\_\_\_\_

Prime Contractor's Bid or RFP#: \_\_\_\_\_ Purchase Order or Contract # \_\_\_\_\_

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

I hereby certify that our firm has paid the listed amount to the SBE Subcontractor as indicated below for work performed and/or material supplied on the above contract.

Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_

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

Total payment received \$ \_\_\_\_\_

I hereby certify that our firm has received the listed amount from the Prime Contractor as indicated above for subcontract work performed and/or material supplied on the above contract.

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit this form with the Prime Contractor's final FORM D (SBE Monthly Report) to:

Department of Administration  
Office of Small Business Development  
City Hall - Room 606  
200 East Wells St  
Milwaukee, WI 53202  
(or fax to 414-286-8752)