

CONTRACT FOR SERVICES-SUBRECIPIENT & VENDOR  
City of Milwaukee  
COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM

CONTRACT NUMBER:  
DEPARTMENT: **DOA-CBGA**  
DATE OF AWARD: **January 1, 2001**  
FUND NUMBER: **See attached encumbrance**

Distribution:

Department Use

Original - DOA - CBGA  
Copy 1 - Contractor  
Copy 2 - Comptroller

The provisions of this Contract have been approved by the Office of the City Attorney of the City of Milwaukee.

SERVICE DESCRIPTION: See Attachment A hereto

TIME OF PERFORMANCE : **January 1, 2001 through December 31, 2001**

TOTAL AMOUNT OF CONTRACT: Not to exceed \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), and subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.

THIS AGREEMENT, entered into by and between \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR"), and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by Juanita Hawkins, Director of the City of Milwaukee Community Block Grant Administration (or the Director's designee).

Work may commence in accordance with the terms and conditions of this Contract on **January 1, 2001**, provided the grant agreement for the Community Development Block Grant program (the "Grant Program") from the U.S. Department of Housing and Urban Development has been executed by the City of Milwaukee or the Common Council of the City of Milwaukee has established other temporary appropriation authority for the City's Grant Program, or subject to the specific limitations set forth in Article III hereof.

WITNESSETH THAT:

WHEREAS, The CONTRACTOR represents itself as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent contractor and not as an employee of the CITY.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

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

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

II. SCOPE OF SERVICES. A specific description of service relating to the activity report and budget delineated in the approved **Attachment A** attached to and made part of this Contract.

- 1. CONTRACTOR will adhere to the Administrative Policies and Procedures for the City of Milwaukee's Community Development Block Grant Program as adopted by the CITY's Community Development Policy Committee attached to and made a part of the Contract as **Attachment B**.
- 2. Any Budget Amendment or Activity Report amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than 4:00 P.M. on September 28, 2001.
- 3. In addition to the above, the scope of services will include all items listed on the original form CDA-62 of **Attachment A** or on an amended Form CDA-62 approved in writing by the Community Block Grant Administration.

III. AVAILABILITY OF FUNDS

- A. This contract award is 100% funded under the Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of Milwaukee's Community Development Policy Committee can modify and reduce either the CONTRACTOR's compensation (as listed on page 1 as the "Total Amount of Contract") or the CONTRACTOR's program year or both. (The Community Development Policy Committee will notify the CONTRACTOR of such reduction). In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
- B. The CITY and CONTRACTOR further acknowledge that payments under this Contract are subject to either (1) actual receipt by the CITY of funding by the Grant Program or (2) the ability of the CITY to finance its payment obligations hereunder with other City funds pending receipt of the federal grant monies.

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

Name:

Address:

City:

Attention:

and to the CITY at:

Community Block Grant Administration  
City Hall - Room 606  
200 East Wells Street  
Milwaukee, Wisconsin 53202

Attention: Juanita Hawkins, Director

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

- V. **TIME OF PERFORMANCE.** The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on July 25, 2000 and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.
- VI. **CONDITIONS OF PERFORMANCE AND COMPENSATION.**
- A. **Performance.** The CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance.** The CONTRACTOR shall conduct CONTRACTOR's services in the City of Milwaukee.
- C. **Compensation.** The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, amounts not to exceed, in the aggregate, the maximum as indicated on page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the services required, and that such compensation is subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.
- D. **Taxes, Social Security, and Government Reporting.** Personal income tax payments, income tax withholding, social security contributions, FICA, FUTA, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR, and, as more specifically provided in Section XIII of this Contract, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, and fees, including attorney's fees, arising out of the performance of (or failure to perform) such obligations.
- VII. **REMEDIES FOR NONCOMPLIANCE.** If a CONTRACTOR materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a CITY plan or application, a notice of award, or elsewhere, the CITY may take one or more of the following actions as appropriate in the circumstances pursuant to 24 C.F.R. 85.43:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR,
- B. Disallow (that is, deny both use of funds and matching credit for) all or part of the activity or action not in compliance,
- C. Wholly or partially suspend or terminate, pursuant to Article VIII, the current award for the CONTRACTOR's program,
- D. Withhold further awards for the program or,
- E. Take other remedies that may be legally available.

VIII. TERMINATION OF CONTRACT FOR CAUSE. In addition to the procedures set forth in 24 CFR § 85.43, if, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the CITY, become the property of the CITY. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

IX. TERMINATION FOR CONVENIENCE - 24 CFR §85.44.

- A. The CITY may terminate this Contract in whole or in part with the consent of the CONTRACTOR, in which case the parties shall agree upon termination conditions, including the effective date and in the case of a partial termination, the portions to be terminated, or
- B. The CONTRACTOR may terminate this Contract upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date; in the case of partial termination, if the CITY determines in its sole discretion that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either Article VIII or paragraph (A) of this article.

X. CHANGES. All project requests for change in performance and/or compensation will be directed in writing to the City as set forth in Article IV. The Community Block Grant Administration will then approve or disapprove the request in accordance with approved City policies and procedures established under Common Council Resolutions governing the administration of the Grant Program.

XI. METHOD OF PAYMENT. The CITY agrees that, subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth in the Form CDA-62 referenced under Article II herein, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Community Block Grant Administration or its designee shall prevail. The conditions of payment are as follows:

- A. Compensation and/or reimbursement for services required under this Contract shall be contingent upon each activity being reviewed for approval by the City approving officer (described on page 1) and approved by him or her for payment.
- B. All items described in **Attachment C** attached to and made a part of this Contract or their successors and as may be directed by the CITY must be completed and delivered to the CITY, Community Block Grant Administration within ten (10) working days following the end of each month. The CITY requires ten (10) full working days, after receipt of all required reports, for processing cost reports. These reports must be complete and accurate.
- C. The CITY agrees to compensate the CONTRACTOR only for activity undertaken which is reasonable and directly related to activity and completed as described in Article II.
- D. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur costs for the activity(ies) described in Article II provided such costs are allowable under federal regulations governing the use of Grant Program funds.
- E. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursable basis. However, in the case of funding through Community Development Block Grant funds, advances may be authorized at the discretion of the Community Block Grant Administration Director, or his/her designee, in such manner and at such times as prescribed by the City Comptroller. All authorized cash advances must be reported as described in **Attachment B** attached to and made a part of this Contract. Failure to report as described may be cause for forfeiture of the advance.

In addition, the issuance of a two-party check, payable to the order of the CONTRACTOR and a subcontractor, as compensation for services directly related to activity and completed as described in Article II of this contract, may be authorized at the discretion of the Community Block Grant Administration Program, or his/her designee and with the concurrence of the Comptroller. Authorization for issuance of a two-party check shall require submission of properly completed Forms CDA-70 and CDA-51, and any other applicable forms as described in **Attachment B** to this Contract.

- F. The CONTRACTOR shall provide the CITY the source and amount of all non-Grant Program funds utilized in the performance of project activities. If a Cost Allocation plan is required under **Attachment A**, it must have the review and approval of the City Comptroller.
- G. The CONTRACTOR shall not use any of the Federal funds provided by this Contract for the payment of liabilities or costs incurred prior to July 25, 2000.
- H. All property costing \$300.00 or more per unit, must be budgeted on a Form CDA-53 and recorded on a Form CDA-76. The Form CDA-76 must be submitted with the cost report in order to be reimbursed for the cost of the property.
- I. The CITY will only make reimbursement to the CONTRACTOR for sub-contractor expenses provided:
  - 1. The CONTRACTOR has properly procured the sub-contractor under requirements described in this section; and,
  - 2. An executed copy of sub-contract be on file with the CITY, specifically the City Comptroller.

J. Payment under this Contract is subject to the Prompt Payment Policy established in Common Council File No. 900859.

K. Final Cost Reports

1. Final Cost and Program Activity Reports for 2001 are due no later than 4:00 P.M. on January 15, 2002 at the CBGA office.
2. All accrued costs reported on the Final Cost Report must be submitted for reimbursement to CBGA no later than 4:00 P.M. on February 15, 2002.

L. Large Impact Development (LID) projects and Northside-Southside Neighborhood Revitalization Area projects will be governed by the Policy and checklist appended hereto as **Attachment K**.

M. Homebuyer Counseling organizations which have been selected by the City as VENDORS (pursuant to a competitive selection process in compliance with 24 CFR § 85.36) with respect to homebuyer counseling services will be compensated at the following rates for each mortgage loan closed:

1. \$1,000 – under 50% County Median Income
2. \$700 – Between 50-80% County Median Income
3. All loans must be eligible and within the City of Milwaukee
4. Documentation required for reimbursement:
  - a. Invoice for Homebuyer Counseling – Loans closed
  - b. Direct Benefit Status Report

Homebuyer Counseling organizations which have been selected by the City as Subrecipients with respect to Homebuyer Counseling Services shall be compensated on a reimbursable basis as provided in this Article XI, paragraphs A-L.

The CONTRACTOR is a **[check one as appropriate]**

**SUBRECIPIENT**

**VENDOR**

with respect to the performance of Homebuyer Counseling Services.

N. Organizations funded under the HUD category of Special Economic Development-Business Assistance and Public Service – Job Training and Public Service – Job Training and Placement which have been selected by the City pursuant to a competitive selection process in compliance with 24 CFR § 85.36 will be compensated will be for eligible economic development activity on a pay-for-performance basis, excluding Targeted Commercial Development Funds (TCDF) and Large Impact Development (LID) Projects. For purposes of the Special Economic Development activity indicated on **Attachment A** as pay-for-performance activity only, the CONTRACTOR has been selected as a vendor rather than a subrecipient of CDBG funds. The applicable pay-for-performance reimbursements for such activities are:

### Job Training and Placement

1. Recruitment must take place within the CBGA target areas. All placements must be verified as per CBGA placement rules.

### Job Placement

1. Individuals placed through temporary staffing agencies will only qualify for job placement credit if the individual is hired permanently by the business and the permanent placement is verified.
2. The 45-day retention period commences the date hired by the business, not the temporary staffing agency.

### Pay-for-Performance and Reimbursement Procedure

1. One-half (50%) of the allocated dollars will be available to the organization for administrative cost incurred during the year on a reimbursement basis to the Contractor as a subrecipient.
2. Twenty-five percent (25%) of the funds will be available upon *job creation* or *job placement*.
3. The remaining 25% of the funds will be available upon *job retention of 45 days after employment*.

### Pay-for Performance Scale:

1. \$3,000 for Job Creation. There must be evidence of a substantive link between the assistance given to the business and the creation of a Job.
2. \$3,000 for Training and Placement. Reimbursement for training requires a CBGA approved curriculum prior to contract.
3. \$1,500 for Job Placement.

### Reimbursement Procedures

1. The organization must obtain from each assisted business a written Business Assistance Agreement (form available from CBGA) evidencing that the business agrees, in exchange for the economic development assistance to be received from the organization, to:
  - a. *Create* new permanent jobs for low/moderate income persons.
  - b. For placement activity, *place* low/moderate income persons in permanent jobs.

The organization may personalize the heading with the "CBGA-FUNDED Subrecipient" language within the body of the Business Assistance Agreement. Otherwise, the body and language therein shall remain constant to the CBGA form.

2. 50% Administrative Cost.
3. 25% percent of funds available upon job creation or job placement.
4. Draw down of the final 25% of the award relies on the organization obtaining and submitting to CBGA *Retention Documentation*. This documentation may include one or a combination of the following:

- a. Employee Wage Statement (i.e., pay stub); or,
- b. An employer-generated document on Company letterhead; or,
- c. CBGA generated Verification of Employment form.

The Retention Documentation must include all of the following information:

- a. Rate of pay at a retention date; and,
- b. Average hours worked per week; and,
- c. Benefits available; and,
- d. Current employment status; and,
- e. Reason for leaving (if applicable)

Cost Reports

Cost Reports (due by the 10<sup>th</sup> of every month), must have the following supporting documentation for reimbursement.

Job Creation Projects

Job Placement Projects

- 1. Cost Report and Schedules of Paid Cost
- 2. Project Activity Report
- 3. Direct Benefit Status Report
- 4. Business Assistance Agreement  
(submit one for each assisted employer)
- 5. Business Data Form  
(submit one for each assisted employer)
- 6. Employee Data Form (Creation)  
(submit one for each employee)
- 7. 45 day Retention documentation  
(see criteria)
- 8. Service Invoice Job (Job Creation)  
(this document will support Cost Report Paid Cost)
- 9. **Businesses assisted must be located in the organization's targeted NSP area, or creations must reside within the NSP city-wide targeted area.**

- 1. Cost Report and Schedules of Paid Cost
- 2. Project Activity Report
- 3. Direct Benefit Status Report
- 4. Business Assistance Agreement  
(submit one for each assisted employer)
- 5. Employee Data Form  
(submit one for each assisted employer)
- 6. 45 day Retention Documentation  
(see criteria)
- 7. Service Invoice (Job Placement)  
(this document will support Cost Report Paid Cost)
- 8. **All placements must reside within the NSP city-wide targeted area.**

NOTE: All Job placements and job creations (individuals) must reside within the NSP citywide target area.

XII. REVERSION OF ASSETS. The CONTRACTOR's obligations with respect to reversion of assets are set forth in **Attachment D** hereto.

XIII. DEFENSE OF SUITS. In case any action is brought against the CITY or any of its officers, agents or employees for any act or omission of the CONTRACTOR to perform any of the covenants, acts, matters or things by this Contract, or for injury or damage caused by the alleged acts or omissions of the CONTRACTOR, its officers, agents or employees, whether intentional or by negligence, the CONTRACTOR



shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, and fees, including attorney's fees, arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender, it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XIV. PERSONNEL.

- A. The CONTRACTOR represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of nor have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision. Such personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. If any work or services are subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

XV. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Contract nor shall it transfer any interest in same (whether by assignment, substitution of parties or any other manner), without the prior written consent of the CITY, provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

XVI. REPORTS. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal as described **Attachment C** hereto. These data-collection instruments will be a part of CBGA's monitoring and evaluation of the CONTRACTOR's activities. Reimbursement requests will be held until specific report deadlines are met.

- A. All reports, studies, analyses, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that he/she will not, without prior written approval from the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.
- B. The aforesaid documents and material prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR other than as herein specifically provided. If this Contract is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the CITY at the effective date of such termination.

- C. Agencies must acknowledge the receipt of CDBG dollars in literature and promotional materials in the following manner: "THIS PROJECT IS FUNDED IN PART THROUGH A CITY OF MILWAUKEE GRANT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS", or similar acknowledgement.

XVII. RECORDS.

- A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.
- B. Documentation of Costs. All costs shall be supported by properly executed and approved payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
- C. Client/Beneficiary records. CONTRACTOR shall maintain records of all individuals and families served. This information shall include name, address, income level, racial makeup, and these shall be made available upon request.

XVIII. REPORTS AND INFORMATION. In addition to the reports and information provided for in **Attachment C** hereto, at such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Contract.

XIX. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY (or if federal or state grants or aids are involved, the appropriate federal or state agency) may deem necessary, the CONTRACTOR shall make available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the CITY 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.

XX. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States government, without the prior written approval of the CITY.

XXI. CONFLICT OF INTEREST (pursuant to 24 CFR 570.611, 24 CFR 85.36 and OMB Circular A-110).

- A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any financial interest, direct or indirect, in this Contract.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any financial interest, direct or indirect, in this Contract.

C. Interest of Contractor and Employees. The CONTRACTOR covenants that no person described in Article XXI, A and B above, who presently exercises any functions or responsibilities in connection with the Contract has any financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or his/her employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

D. HUD Conflict of Interest Regulations with respect to CDBG Funds – 24 CFR § 570.611

(a) Applicability.

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section and 24 CFR §570.611 shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) below of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

E. HUD Conflict of Interest Regulations with respect to HOME Funds – 24 CFR § 92.356

(a) Applicability. In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decisionmaking process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity,

or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.
- (d) Owners and Developers. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

F. Lobbying.

- 1. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXII. DISCRIMINATION PROHIBITED.

- A. EXECUTIVE ORDER 11246 - AFFIRMATIVE ACTION. The CONTRACTOR agrees that it will be bound by the Equal Opportunity Clause as set forth in its entirety in **Attachment E** hereto, with respect to its own employment practices when it participates in federally assisted construction work. However, if the CONTRACTOR so participating is a state or local government, the Equal Opportunity Clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on, or under the this Contract.
- B. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. The CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973, 29 USC §§793 and 794), as set forth in **Attachment F** hereto.
- C. The CONTRACTOR agrees to comply with the provisions of the Americans With Disabilities Act, 42 U.S.C. 12101, et. seq., and agrees to require the same of any subcontractor.

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

XXIII. WORKER'S COMPENSATION INSURANCE. The CONTRACTOR, and all subcontractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

XXIV. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it 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 amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

XXV. INSURANCE. The CONTRACTOR must provide the CITY with proof of insurance coverage as prescribed by the City Attorney of the City of Milwaukee and set forth in **Attachment G**. Should the CONTRACTOR's insurance expire at anytime during the term of this Contract, the CITY will terminate the contract as prescribed in Article VIII of this Contract.

XXVI. PROGRAM INCOME. Program income means gross income received by the CONTRACTOR directly generated from the use of CDBG funds and as further detailed in 24 CFR 570.500 with respect to CDBG funds, and in 24 CFR 92.504(c) with respect to HOME funds. When such income is generated by an activity that is only partially assisted with Grant funds, the income shall be prorated to reflect the percentage of CDBG funds used:

A. All program income generated from the use of CDBG funds under any contract with the City of Milwaukee is the sole property of the CITY. Any reuse of CDBG program income is governed by the authority granted by the Community Development Policy Committee under its current Revolving Fund Policies (referred to in **Attachment H**, attached to and made a part of this Contract).

B. During or upon expiration of this Contract, all program income as defined in 24 CFR 570.500 must be returned to the CITY within five days unless otherwise authorized by the CITY.

XXVII. EQUIPMENT. The CONTRACTOR shall grant the City a first priority security interest in any item of equipment costing \$1,000.00 or more per unit for which reimbursement of the purchase price is requested pursuant to this agreement. Documentation of the grant of such security interest and the filing of a UCC financing statement with respect thereto shall be provided to the City at the time reimbursement is requested. The CONTRACTOR may not assign or otherwise encumber in any way the equipment and supplies purchased using CDBG funds without prior written consent of the CITY. This provision shall be binding upon respective successors or assignees.

XXVIII. AUDITS. If the CONTRACTOR expends \$300,000 or more in total Federal Funds during the CONTRACTOR's fiscal year, the CONTRACTOR is required to have an audit conducted in accordance with

the requirements of OMB Circular A-133, as in effect at the close of the calendar year in which this Contract is awarded. All audits are required to be completed and delivered to the CITY-CBGA no later than six (6) months following the end of the CONTRACTOR's fiscal year. In the event the CONTRACTOR is not funded for a subsequent year, the CONTRACTOR must provide the CITY with a signed commitment from a Certified Public Accounting firm to conduct such an audit. This commitment must be provided prior to the expiration of the current Contract. Failure to provide this commitment will result in the CITY withholding from the current Contract a sum sufficient in the CITY's judgement to enable the completion of such an audit.

Pursuant to OMB Circular A-133, the CITY hereby gives notice that the U.S. Department of Housing and Urban Development is providing the grant funds subject to this agreement. The Catalog of Federal Domestic Assistance (CFDA) number for CDBG Funds is 14.218. The CFDA number for HOME funds is 14.239.

XXIX. FEDERAL MANAGEMENT AND BUDGET REQUIREMENTS AND PROCUREMENT STANDARDS

- A. (RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102, AS AMENDED March 11, 1988.) The CONTRACTOR will comply with all applicable provisions of OMB Circular A-102 and 24 CFR § 85.36 relating to procurement procedures with federal grant funds, as more specifically set forth in Attachment I hereto.
- B. Bonding and Insurance (RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102, AS AMENDED MARCH, 1988)
1. Federal Register Reference #570.508. A state or local unit of government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds and payments bonds except for contracts exceeding \$100,000, the minimum requirements shall be as follows:
    - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
    - b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
    - c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- C. CONTRACTOR shall comply with all applicable provisions of the Standards for Grantee Financial Management System. (Subpart C.20) RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102, AS AMENDED March, 1988.
- D. CONTRACTOR shall comply with all applicable provisions of the Property Management Standards (Subpart C.32). RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102, AS AMENDED March, 1988.

- E. CONTRACTOR shall comply with all applicable provisions of the Cost Principles for State and Local Government. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-87, January 28, 1981.
- F. CONTRACTOR shall comply with all applicable provisions of the Cost Principles for Nonprofit Organizations. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-122, January 28, 1981.

XXX. OTHER PROVISIONS.

- A. COPYRIGHTS. If this Contract results in book or other copyright-able materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive 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 appropriate federal agency involved for determination by it 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.
- C. LEAD-BASED PAINT. Section 570.608 - If the Contract involves construction or rehabilitation of residential structures with assistance provided under this agreement, it is subject to the lead-based paint regulations set forth in 24 CFR 35, subpart A as amended at 24 CFR 570, September 16, 1999.
- D. "SECTION 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u)). The CONTRACTOR agrees to comply with the provisions set forth in **Attachment J** hereto relating to Section 3 of the Housing and Urban Development Act of 1968.
- E. 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 CONTRACTOR shall be required to provide:
  - 1. A stipulation by the CONTRACTOR 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.
  - 2. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1657c-8) and Section 308 of the Federal Water Pollution Control Act, 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 208, and all regulations and guidelines issued thereunder.
  - 3. 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.
  - 4. Agreement by the CONTRACTOR that it will include or cause to be included the criteria and requirements in paragraphs A through D of this section in every non-exempt subcontract and

requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

- XXXI. FAIR HOUSING. The CONTRACTOR will comply with all requirements of 24 CFR Part 14, dated January 23, 1989 and the CITY's ordinance, Common Council file 892540, adopted October 16, 1990, with regard to all Fair Housing issues.
- XXXII. COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE GOVERNMENT. In addition to the requirements set forth herein, the CONTRACTOR shall comply with the provisions set forth in **Attachment D** hereto and required pursuant to federal regulation. In addition to the requirements as set forth herein, any contractor or subcontractor performing any work or furnishing any materials hereunder shall comply with all applicable federal and state laws and regulations and all applicable ordinances of the City of Milwaukee with respect to equal employment opportunities, minimum wage, anti-kickback regulations, federal labor standards, the Hatch Act (5 U.S.C. §§1501 - 1508), and any other requirements imposed by the Secretary of HUD or the Secretary's representative. Contractors and subcontractors shall be required to furnish performance bonds, non-collusion affidavits, affidavits of no interest, indemnity agreements or any other protective legal instruments or other protective documents which may be required under applicable laws, ordinances, resolutions or regulations.
- XXXIII. ATTACHMENTS AS PART OF CONTRACT. In addition to the requirements as set forth herein, the CONTRACTOR shall comply with the terms and provisions of each and every Attachment appended hereto as if such provisions were fully set forth herein.



CITY OF MILWAUKEE,  
a municipal corporation

By: \_\_\_\_\_  
(Block Grant Director, CBGA)

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

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Countersigned:

\_\_\_\_\_  
(City Comptroller)

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

Examined and approved as to form  
and execution this \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Assistant City Attorney

CERTIFICATE REGARDING CORPORATE AUTHORITY

The undersigned hereby certify, represent and warrant that they are the duly elected officers of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Corporation"), incumbent in the offices set forth below their respective signatures, and as such officers they are familiar in general with the Corporation's affairs, properties and records and in particular with the contract to which this Certificate relates.

Reference is made to that certain Contract for Services ("Contract"), dated as of \_\_\_\_\_, 200\_\_\_\_, between the Corporation and the City of Milwaukee, Wisconsin (the "City").

As an inducement for the execution and delivery of the Contract by the City, the undersigned, on behalf of the corporation, do hereby certify to the City as follows:

- 1. The Corporation is a corporation duly organized and validly existing in good standing under the laws of the State recited in the first paragraph of this Certificate.
- 2. The Corporation is licensed or authorized to do business in Wisconsin.
- 3. The Corporation has full corporate right, power and authority to enter into, execute and deliver the Contract and to perform its obligations thereunder.
- 4. The execution, delivery and performance by the Corporation of the Contract has been authorized by all necessary corporate action on the part of the Corporation.
- 5. The person named below was on the date hereof, and was on the dates of the execution of the Contract, the duly elected (or appointed) and qualified incumbent of the office of the Corporation set for below with his/her signatures:

Name	Title	Signature
_____	_____	_____
_____	_____	_____

The Contract has been duly executed and delivered on behalf of the Corporation by such person, who is authorized so to do, and the Contract constitutes a legal, valid and binding obligation of the Corporation in accordance with its terms.

6. No authorization, approval, consent or license of any regulatory body or authority, not already obtained, is required on the part of the Corporation for the valid and lawful authorization, execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby.

7. The execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby will not conflict with, violate or constitute a breach of, or default under the Corporation's Articles of Incorporation or Bylaws or any commitment, indenture, agreement, instrument or court or regulatory order to which the Corporation is a party or by which it or any of its properties are bound.

8. On the date hereof, the Corporation has delivered to the Parties certain Resolutions of its Board of Directors. These Resolutions were in full force and effect on the dates of the execution and delivery of the Contract and continue to be in full force and effect on the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

(NAME OF CORPORATION)

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)





## LIST OF ATTACHMENTS

- Attachment A: Scope of Services
- Attachment B: Administrative Policies and Procedures for the City of Milwaukee's Community Development Block Grant Program
- Attachment C: Required Reports
- Attachment D: Mandatory Contract Provisions for Subrecipients of CDBG Funds
- Attachment E: Executive Order 11246; Equal Opportunity Clause
- Attachment F: Rehabilitation Act of 1973
- Attachment G: Insurance Requirements
- Attachment H: Revolving Fund Policy
- Attachment I: Federal Management and Budget Requirements and Procurement Standards
- Attachment J: Section 3 of the Housing and Urban Development Act of 1968 - 12 USC §1701(u)
- Attachment K: Policies applicable to Large Impact Development (LID) Projects and Northside-Southside Revitalization Area Projects

ATTACHMENT A

SCOPE OF SERVICES

In accordance with the CITY's Final Statement of Community Development Objectives and projected use of funds for the Community Development Block Grant Program as approved under Common Council File 000849, 000850, 000851, 000852, 000853, 000854, 000855, 000856, 000857, 000858, 000859, 000860, 000861, 000862, 000863, 000864, 000865, 000867, 000868, 000869, which is incorporated herein by reference, and all applicable Community Development Program Regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974 (as amended), the CONTRACTOR shall in a satisfactory, timely and proper manner, undertake and complete the following project:

ATTACHMENT B

ADMINISTRATIVE POLICIES AND PROCEDURES FOR THE CITY OF MILWAUKEE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



ATTACHMENT B

ADMINISTRATIVE POLICIES AND PROCEDURES FOR THE CITY OF MILWAUKEE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

ATTACHMENT C  
REQUIRED REPORTS

Compliance Reporting: CONTRACTOR will submit the following reports to CBGA no later than the "Due Dates":

## ATTACHMENT D

### MANDATORY CONTRACT PROVISIONS FOR SUBRECIPIENTS OF CDBG FUNDS

#### A. PURSUANT TO 24 CFR §570.503.

1. Records and Reports. Records shall be maintained and reports shall be submitted as more specifically set forth in sections XVI, XVI and XVIII of this Contract.
2. Program Income requirements. The CONTRACTOR shall comply with the program income requirements set forth at 24 CFR § 570.504(c). At the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the CONTRACTOR as more specifically set forth in section XXVI of this Contract
3. Uniform Administrative Requirements. The CONTRACTOR shall comply with applicable Uniform Administrative Requirements as described in 24 CFR §570.502 and included with this Attachment D.
4. Other Program Requirements. The CONTRACTOR shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Part 570, except that the CONTRACTOR does not assume the City's environmental responsibilities described at 24 CFR § 570.604, and the CONTRACTOR does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
5. Suspension and Termination. In accordance with 24 CFR §85.43, suspension or termination may occur if the CONTRACTOR materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR § 85.44.
6. Reversion of Assets.

#### A. Upon expiration or termination of this Contract, CONTRACTOR shall transfer to the CITY:

1. All Grant Program funds not expended or incurred by the CONTRACTOR in accordance with the approved original/amended form CDA-50r and form CDA-62r;
2. All Accounts Receivable attributable to the use of Grant Program funds;
3. Within five days after receiving written notice to return certain property, all equipment and supplies purchased using Community Block Grant funds that are in the possession or under the control of the CONTRACTOR at a location designated by the CITY. At the CITY's option, the CONTRACTOR will reimburse the CITY at the then fair market value, allowing for depreciation, the cost of all equipment and supplies in the possession or under the control of CONTRACTOR that were purchased using CDBG funds.

#### B. In the case of Grant Program funds attributable to Community Development Block Grant funds, any real property acquired or improved in whole or in part with Grant Program funds in excess of \$25,000 must either be:

1. Used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or such longer period of time as determined appropriate by the CITY; or
2. Disposed of in a manner which results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the property. Such reimbursement is not required after the period of time specified in accordance with the preceding paragraph 1 above and consistent with **Attachment B** - Administrative Policies and Procedures for the City of Milwaukee's Community Development Block Grant Program.

**B. FEDERAL LABOR LAWS.**

1. Contract Work Hours and Safety Standards Act. All contracts in excess of \$2,000 for the construction and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision mandating compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330).
2. Copeland Anti-Kickback Act. All contracts for construction and repair shall include a provision mandating compliance with the Copeland Anti-Kickback Act (40 U.S.C. §22276c) as supplemented by Department of Labor Regulations (29 CFR Part 3).
3. Davis-Bacon Act. Except with respect to the rehabilitation and/or new construction of residential property designed for residential use for less than eight families, the CONTRACTOR and any subcontractors engaged under contracts in excess of \$2,000 for the construction, execution, completion or repair of any building or work financed in whole or in part with CDBG funds under this Contract shall comply with the Davis-Bacon Act (40 U.S.C. §276a) governing the payment of minimum wages, as supplemented by the regulations of the Department of Labor (29 CFR Part 5); however, if wage rates higher than those required under such regulations are imposed by State or Local law, nothing hereunder is intended to relieve the CONTRACTOR of its obligations, if any, or require payment of higher rates.

**C. PROCUREMENT REGULATIONS**

The CONTRACTOR will comply with all applicable provisions of OMB Circular A-102, and of 24 CFR §85.36 and 84.48 (as more specifically set forth at Attachment I hereto) relating to procurement procedures with federal grant funds.

ATTACHMENT E  
EXECUTIVE ORDER 11246

- A. HUD-ASSISTED CONSTRUCTION CONTRACTS. Construction contracts of more than \$10,000.00 and all contracts with a CONTRACTOR who has federally assisted construction contracts or subcontracts which in any twelve month period total in excess of \$10,000.00 (irrespective of the dollar value of any single contract) which are entered into pursuant to this Contract shall be subject to HUD Equal Employment Opportunity Regulations (24 CFR Part 130) applicable to HUD assisted construction contracts.
- B. DISBARRED CONTRACTORS. The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a party disbarred from or who has not demonstrated eligibility for government contracts and federally-assisted construction contracts pursuant to Executive Order 11246, and will carry out such sanctions and penalties for violations of the Equal Opportunity Clause set forth below as may be imposed upon contractors and subcontractors by the Department of Labor pursuant to Part II, Subpart D of Executive Order 11246. In addition, the CONTRACTOR agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following action: cancel, terminate or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the CONTRACTOR under the program with respect to which failure or refusal occurred until satisfactory assurance of future compliance has been received from the CONTRACTOR; and refer the case to the Department of Justice for appropriate legal proceedings.
- C. EQUAL OPPORTUNITY CLAUSE - INCORPORATION OF THESE PROVISIONS. The CONTRACTOR will include the portion of the sentence immediately preceding the following provisions of Paragraphs 1 through 7 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, as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60), so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex, age or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex orientation, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, sex orientation, religion, sex, age or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR 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.

5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR's noncompliance with the non-discrimination clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR 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.
7. The CONTRACTOR will include the portion of the sentence immediately preceding Paragraph C and the provisions of Paragraphs 1 through 8 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 CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
8. No person in the United States shall, on the ground of race, color, sex orientation, religion, sex, age or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964 and according to the City's anti-discrimination ordinance adopted October 16, 1990 under Common Council file 892540.

ATTACHMENT F  
COMPLIANCE WITH THE REHABILITATION ACT OF 1973

- A. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Pursuant to Section 503 and 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§793 and 794); Definition: "Individual with disability" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment, as provided in 29 U.S.C. §706(8)(B). For purposes of employment, this term does not include: Any individual who is currently engaging in the illegal use of drugs, as provided in 29 U.S.C. §706(8)(C), or any individual who is an alcoholic whose current use of alcohol prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol abuse, would constitute a direct threat to property or the safety of others, as provided in 29 U.S.C. §706(8)(C)(v); or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job (as provided in 29 U.S.C. §706(8)(D)).
1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, up-grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
  2. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
  3. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
  4. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.
  5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to section 503 of the Act so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

ATTACHMENT G  
INSURANCE REQUIREMENTS



ATTACHMENT H  
REVOLVING FUND POLICY

ATTACHMENT I

FEDERAL MANAGEMENT AND BUDGET REQUIREMENTS AND PROCUREMENT STANDARDS

24 CFR § 84.48 and §85.36

## ATTACHMENT J

### SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - 12 U.S.C. 1701(u).

1. 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.
2. 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.
3. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract 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 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.
4. 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.
5. 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.
6. 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.
7. 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), ("section 7b") 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 and 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).