

CO-DEVELOPER AND REPRESENTATION AGREEMENT

**BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE
AND
TRAVAUX, INC.**

(Westlawn Gardens Development)

THIS AGREEMENT, entered into as of the 1st day of January, 2018, by and between the Housing Authority of the City of Milwaukee, a public body, corporate and politic, created and existing under the laws of the state of Wisconsin (the "AUTHORITY") AND Travaux, Inc., a Wisconsin non-stock corporation and instrumentality of the Authority ("Travaux");

WITNESSETH THAT:

WHEREAS, the AUTHORITY has all the power necessary or convenient to carry out and effectuate the purposes and provisions of ss.66.1201 to 66.1211 Stats.; and

WHEREAS, the AUTHORITY, acting together with various Affiliates, is undertaking the redevelopment of the real estate and improvements in Milwaukee, Wisconsin known as Westlawn Gardens ("**Westlawn Gardens**"), generally situated to the south of West Silver Spring Drive between North 60th Street and North 68th Street, and more particularly depicted on the map ("**Map**") attached as **EXHIBIT A**; and

WHEREAS, the AUTHORITY and Travaux desire to enter into this Agreement in order to set forth the terms and conditions upon which Travaux will agree to serve as Co-developer and Representative in conjunction with the implementation of current and future phases of Westlawn Gardens by the AUTHORITY, acting on its own behalf or through an affiliated entity in which it holds an ownership interest or for which the AUTHORITY or an Affiliate serves as managing member; and

WHEREAS, the AUTHORITY and Travaux have previously entered into a "Cooperation Agreement" Contract for Receipt and Furnishing of Services, Materials and Equipment between the Housing Authority of the City of Milwaukee and Travaux dated as of _____, 2018, pursuant to which they share certain services, facilities, equipment and expertise; and

WHEREAS, the AUTHORITY and Travaux enter into this Agreement in order to further their shared mission and to promote the exercise of the AUTHORITY'S statutory powers.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. Definitions. In addition to the words and terms defined elsewhere in this Agreement, the following words and terms, where used in this Agreement, shall have the following meanings:

Affiliate means an instrumentality of the Authority or a limited liability company in which the Authority holds an ownership interest and serves as managing member.

Architect means Torti Gallas and partners, Inc.

Association means the Westlawn Gardens Property Owner's Association, Inc.

City means the City of Milwaukee, Wisconsin.

Out of Program Agreement means that certain Out of Program Agreement (Westlawn Gardens-West) by and between the AUTHORITY and the City, dated as of December 1, 2017.

Owner means the person or entity which holds fee title to a lot or lots upon which any Phase of Westlawn Gardens is situated.

Phase means a building or buildings located within Westlawn Gardens which are constructed and financed together by an Owner. A Phase may also include the construction of corresponding Public Improvements and Private Improvements as defined in and provided for under the Out of Program Agreement.

Work means the actions necessary to construct and complete current and future Phases.

2. Engagement of Co-Developer and Representative.

The AUTHORITY hereby engages Travaux and Travaux hereby accepts the engagement from the AUTHORITY to assist with the development of current and future phases of Westlawn Gardens by acting as the Co-Developer and Representative in connection with the Work and, in connection therewith, to provide the services required to construct such current and future Phases, upon the written request of the AUTHORITY or the respective Owner of any such Phase. As Co-Developer and Representative, Travaux will, as necessary for each Phase:

- (a) Assist Owner in obtaining local and state building permits for the Work, including coordinating necessary meetings with the City;
- (b) Assist in determining the overall budget, which will include hard and soft costs, contingencies for the design and construction, and operations and maintenance of each phase of the Work, reviewing estimates of construction costs and negotiating a guaranteed maximum price with the construction manager;
- (c) Assist with monitoring the costs of each Phase and provide periodic reports regarding same to Owner;
- (d) Assist with administering procedures for construction of the Work, including payment procedures, change order procedures, construction contracting format, schedule development and organizational and decision-making hierarchy;
- (e) Upon request, provide Owner with periodic communications regarding the progress each phase of the Work, including the performance of Architect's and the construction manager's respective services with respect to the project schedule;
- (f) Assist the Owner in working with Architect and the construction Manager in their preparation of a value engineering/constructability analysis and review and comment on any value engineering and/or redesign recommended by Architect and/or the construction manager;

- (g) Assist in developing a project schedule for each Phase, including reviewing the Architect's and the construction manager's proposed schedules, further refining the scheduling for development, design, construction, start-up and anticipated operation and management of the Work;
- (h) Review with Owner, Architect and the construction manager plans and specifications;
- (i) Assist Owner in the review and pre-qualification of construction bidders;
- (j) Assist in the review of the construction manager's procedures for bidding procurement packages and in reviewing bids with Owner;
- (k) Assist Owner in reviewing and negotiating the agreement and general conditions with the construction manager for the Work;
- (l) Assist in review, negotiation and approval of change orders by the construction manager and its subcontractors, consultants or vendors or changes in the scope of Architect's services;
- (m) Assist in administering periodic job meetings;
- (n) Assist with monitoring the construction manager's substantial and final completion procedures and assist Owner in the review of punchlists for the construction manager's work, and identify and incorporate any other items of non-conforming or incomplete work not listed;
- (o) Assist in the resolution and completion of outstanding punchlist work items with the construction manager;
- (p) Assist the Owner and the construction manager to maximize savings that may be cost-effectively obtained in materials due to the tax-exempt status of any Owner, as may be applicable;

- (q) Assist in the review of applications for payment, certificates of substantial completion and certificates of final completion;
- (r) Assist in the review and comment on the construction manager's program for start-up, testing and balancing of mechanical and electrical systems; and
- (s) Generally perform the duties expected of an owner's representative for projects of similar scope as the Work.

3. Representative's Fees. For serving as Representative, Travaux shall be paid up to 75% of the Developer's fee that the Authority will earn on each Phase of Westlawn Garden.

4. The AUTHORITY acknowledges that Travaux does not have and shall not have any authority to make any binding decisions on behalf of the AUTHORITY related in any way to the Work. Travaux's role shall be limited to advising and making recommendations to The AUTHORITY in connection with the design and construction of the Work. Notwithstanding the foregoing, the AUTHORITY and Travaux may agree to the designation of Travaux employees to act as the AUTHORITY's agent to make such binding decisions.

5. The AUTHORITY acknowledges that the services and work product provided by consultants and contractors retained directly by the AUTHORITY (the "Consultants") are the responsibility of such Consultants and that Travaux does not warrant or guarantee their performance. Similarly, the AUTHORITY acknowledges that Travaux does not warrant or guarantee the work product or other aspects of performance of those retained by the AUTHORITY to perform the architectural and/or engineering designs and the construction of any Phase. The provisions of this paragraph do not abrogate or lessen Travaux's obligation to use the standard of care with respect to the selection and oversight of Consultants and the design and construction as commensurate with the highest levels of the industry.

6. Travaux shall continuously maintain throughout the term of this Agreement comprehensive general liability insurance in the amounts and with the limits set forth on the insurance certificate attached as EXHIBIT B. The AUTHORITY shall, during the course of the Work, maintain, or cause to be maintained, Builder's Risk or other appropriate insurance with appropriate coverage.

7. Travaux shall indemnify and hold the AUTHORITY, its respective officers, directors, agents and employees, harmless from and against any and all claims, costs, damages, expenses, fees, fines, liabilities, losses and suits including, without limitation, attorneys' fees arising out of or resulting from Travaux's negligence, intentional misconduct or failure to comply with the terms of this Agreement. The foregoing obligations shall survive the termination or expiration of this Agreement.

8. Travaux may not assign any of its rights, title or interest in and to this Agreement without the prior written consent of the AUTHORITY, which shall not be unreasonably withheld, conditioned or delayed.

9. This Agreement may be amended only in writing signed by all of the parties hereto and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Travaux and the AUTHORITY have caused this Agreement to be executed in their respective names as of the date set forth above.

Travaux, Inc.

By:

Antonio M. Perez
President

**HOUSING AUTHORITY OF THE CITY
OF MILWAUKEE**

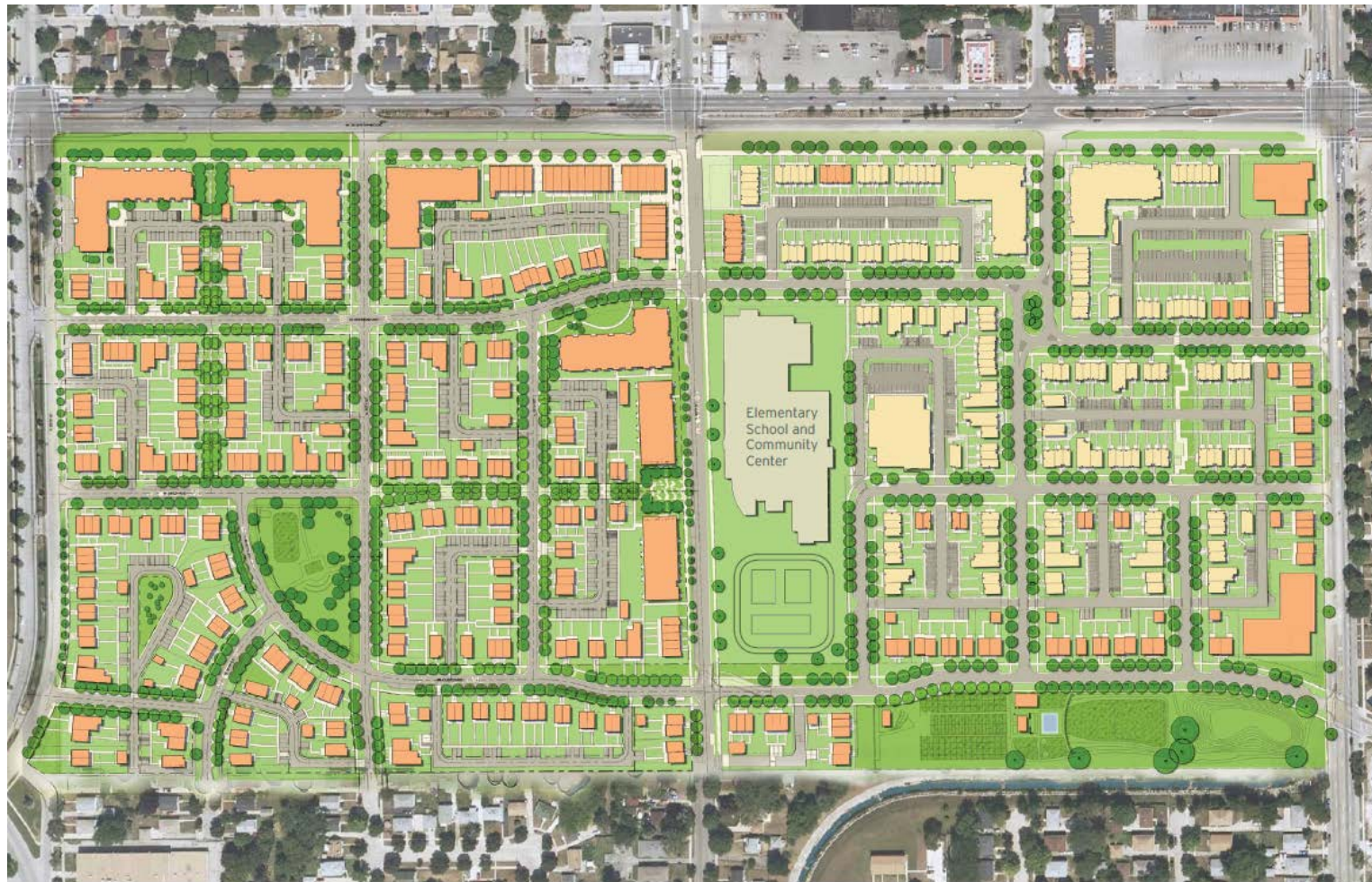
By:

Mark A. Wagner
Chair

By:

Antonio M. Perez
Secretary-Executive Director

EXHIBIT A



MASTER PLAN



	Phase 1 (Built) 250 Affordable and Replacement units
	Phase 2 to include Rental and Home-Ownership units
	Apartments 352
	Townhouse Units 356
	Total Units 708
	Retail Space 45,000 SF

EXHIBIT B



TRAVDEV-01

CELLESEG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Brehmer Agency Inc. P.O. Box 498 12800 W. Silver Spring Drive Butler, WI 53007		CONTACT NAME: Cindy Elleseg PHONE (A/C, No, Ext): (262) 781-3714 FAX (A/C, No): (262) 781-6049 E-MAIL ADDRESS: cindy@brehmeragency.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: SECURA Insurance, A Mutual Company	NAIC # 22543
INSURED Travaux, Inc. 809 Broadway Milwaukee, WI 53202		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Wrap GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CP3276571	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CP3276571	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU3276572	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insureds:
 Wisconsin Housing and Economic Development Authority (WHEDA)
 PNC Real Estate Tax Credit Capital Institutional Fund G4, LLC, Columbia Housing SLP Corporation
 Housing Authority of City of Milwaukee (HACM)
 Victory Manor, LLC
 WG - Scattered Sites, LLC
 Westlawn Renaissance II, LLC

CERTIFICATE HOLDER PNC Real Estate Tax Credit Capital Institutional Fund G4, LLC Columbia Housing SLP Corporation 121 S-W Morrison Street, Suite 1300 Portland, OR 97204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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