

## **City of Milwaukee PACE Registered Contractor Additional Terms and Conditions**

In 2021 The City of Milwaukee contracted with Slipstream for Program Administration of PACE. Slipstream (“Program Administrator”) and the City developed updated Program Guidelines as well as the PACE Capital Provider RFQ and Agreement documents. The Milwaukee PACE program continues to operate under the authorization of [Ordinance 304-26.5](#).

Contractors registered with PACE Wisconsin must also agree to the Terms and Conditions for the City of Milwaukee, as outlined below, to perform projects within the city.

### **Program Authorization and Policies**

PACE policies in Milwaukee flow first from Wisconsin State Statute [66.0627\(8\)](#), then by City ordinance [304.26.5](#), and finally through administrative rules, approved by the City’s Environmental Collaboration Office (ECO) and documented in the City of Milwaukee PACE Program Manual, which is available to be viewed on the City of [Milwaukee PACE website](#).

The City of Milwaukee approves PACE transactions and is a signatory to the PACE Supplemental Loan Agreement only. The City’s Program Administrator manages the financing application process, as well as the processes for approving PACE Capital Providers and Installation Contractors for participation in the program.

The City and the Program Administrator seek organizations and persons interested in becoming Registered Contractors for Milwaukee PACE. Participating Contractors acknowledge and agree that they will meet the following standards:

### **Section 1: Labor Standards**

#### **1) Residents Preference Program Employees**

Residents Preference Program (RPP), the City of Milwaukee strives to help under- and unemployed residents of the City gain access to employment opportunities. RPP is designed to promote the use of City residents as part of a contractor's or developer's workforce on Property Assessed Clean Energy (PACE) projects. Under Common Council File #131139, contractors working on projects financed by PACE must make a best effort to utilize 40% RPP-certified City of Milwaukee residents to work on those projects.

In order to determine the amount of labor that must be RPP-certified on a PACE project, the RPP Plan form must be submitted as part of the PACE application. The purpose of [this form](#) is to allow contractors to plan how much RPP-certified labor is needed for the PACE project and which areas of the project will provide the required RPP-certified hours. The required RPP-certified hours are calculated based on ONLY the labor hours needed to complete the PACE-funded portions of the project. If the PACE-funded portions do not provide enough RPP-certified labor, RPP-certified hours from non-PACE portions of the project may be used to meet the calculated requirement. The labor hours from the non-PACE portions of the project

are not included in the calculation of the RPP requirement. They only count toward meeting the RPP requirement.

If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact Matt Donath at 262-483-7967.

More information is available at <https://city.milwaukee.gov/bbc/services/PACE-Financing/RPP>

## **Section 2: Project Standards**

1) Historic Preservation. Comply with historic preservation guidelines in effect for PACE. No work may be completed under PACE that will adversely affect properties listed in or are eligible for listing in the National Register of Historic Places. All work shall be done in a manner that will not harm or damage the historic character. For example, vinyl windows may not be installed on locally designated historic buildings, and HVAC venting may not protrude from the street-facing façade of the structure. For details visit <http://city.milwaukee.gov/hpc> or contact Erick Shambarger at (414) 286-8556.

2) Assign only trained, qualified, and licensed (where applicable) personnel to perform work. The work will be completed in a timely and professional manner that meets or exceeds currently accepted performance standards of the industry.

## **Section 3: Requirements**

Maintenance of Records. The Participating Contractor shall keep, maintain, and preserve at its principal office throughout the term of PACE projects and for a period of three (3) years after the end of the project full and detailed books, accounts, and records pertaining to the performance of the project, including without limitation, all bills, invoices, payrolls, contracting efforts and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the Participating Contractor in the course of such performance. However, if any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit finding involving the records has been resolved. Contractors shall agree to maintain and provide access to records to verify compliance with all provisions contained within this Agreement, including compliance with the labor standards enumerated above. At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate state or federal agency may deem necessary, there shall be made available to the City for examination all of the contractor's or subcontractor's records with respect to the matters covered by this Agreement and the contractor or subcontractor shall permit the City 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 Agreement.

Indemnification of the City. The Participating Contractor shall pay on behalf of or indemnify and hold harmless the City of Milwaukee, and its respective employees, officials, officers and agents from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits

or liabilities which may arise out of any act, neglect, error, omission or default of the Participating Contractor or its subcontractors arising out of or in any way connected with the Participating Contractor's, or its subcontractors', performance or failure to perform as a part of this program.

**SIGNATURES**

I hereby certify that as \_\_\_\_\_ (Title) of the firm

\_\_\_\_\_ I am authorized to sign this agreement. By my signature, my company agrees to participate in the PACE program and provide all services and measure installations in accordance with program guidelines, standards, and procedures as well as the terms of this Agreement.

AGREED TO BY:

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Send completed application or any questions to:**

Slipstream PACE  
c/o Milwaukee PACE Program Administration  
431 Charmany Drive  
Madison, WI 53719  
[pace\\_admin@slipstreaminc.org](mailto:pace_admin@slipstreaminc.org)