



Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc.
525 Junction Road, Suite 5800
Madison WI 53717
(608) 234-5092
cvalcheff@consulttruenorth.com

QUOTATION

Proposal Date:	09/02/2025
Proposal #:	P225-109

Client

City of Dodgeville
Mr. Dylan Wadzinski
100 E. Fountain Street
Dodgeville, WI 53533

Project

DODGE - Library Environmental Assistance
Library Addition
100 E. Fountain Street
Dodgeville, Wisconsin 53533

Description	Quantity	Units	Rate	Amount
Environmental Assistance				
Landfill Profiling and Disposal	4	Hour(s)	\$120.00	\$480.00
Earthwork Field Oversight	40	Hour(s)	\$110.00	\$4,400.00
WDNR Notification and Communications	5	Hour(s)	\$120.00	\$600.00
WDNR Notification and Communications	10	Hour(s)	\$190.00	\$1,900.00
Field Materials & Supplies	1	Unit(s)	\$750.00	\$750.00
Mileage	500	Miles	\$0.70	\$350.00
Landfill Profiling Analysis	1	Sample(s)	\$1,200.00	\$1,200.00
Confirmation Soil Sample Analysis	10	Sample(s)	\$250.00	\$2,500.00
Staff Consultant - Reporting	15	Hour(s)	\$120.00	\$1,800.00
Senior Consultant - Reporting	10	Hour(s)	\$150.00	\$1,500.00
Project Executive - Reporting	5	Hour(s)	\$190.00	\$950.00
Estimated WDNR Fees	1	Unit(s)	\$2,000.00	\$2,000.00

Subtotal \$18,430.00

Total **\$18,430.00**

True North Consultants, Inc. (True North) will assist the City of Dodgeville with the contaminated soil issue identified during the construction of the new Public Library building at 100 E. Fountain Street in Dodgeville, Wisconsin (Subject Property). The scope of work includes assisting with obtaining landfill approval for disposal of contaminated soils (profile and laboratory analysis) and providing field oversight during earthwork activities (assumes 5 days of field oversight). Additionally, as warranted, True North will provide notification and communications with the WDNR to manage the case through the WDNR process. As more information is obtained, the scope of work may change and different approaches to WDNR management may become necessary. This project will be billed as a time and materials project on an approximate monthly basis. True North will provide estimated costs for specific scopes of work during the course of the project duration.

Due to the timing of this discovery, True North will work with the City to manage the process as cost effectively as possible while still maintaining momentum of the greater construction activities. Additional work may be required after the construction has been completed and will be addressed at that time through different proposals. This proposal assumes being able to close the site with the WDNR as a No Further Action (NFA) under NR708.



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QUOTATION

Proposal Date:	8/21/2025
Proposal #:	P225-109

Authorization to Proceed

1. The hereby agree to the proposed scope, schedule and fees set forth within.
2. The attached terms and conditions are an integral part of this agreement.
3. Upon execution, this document represents a binding authorization to proceed.

Client Acceptance (sign below):

_____	_____	_____
Print Name	Signature:	Date:

Thank You For Your Business!

GENERAL TERMS & CONDITIONS OF SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named below ("Client"). Client's acceptance of this Agreement is indicated and acknowledged by the signature of its authorized representative below and on the attached Proposal or Quotation. Any additional terms and conditions proposed by Client are objected to and will not be binding upon True North unless specifically assented to in writing by True North's authorized representative. The Consulting Services provided under this Agreement are not of a legal nature, and True North shall in no event give, or be required to give, any legal advice or legal representation to Client. This Agreement shall not create any rights or benefits to parties other than Client or True North. In the event of a conflict between these Terms and the Proposal or Quotation, these Terms will prevail unless otherwise agreed to by the parties in writing.

2.0 LIMITED WARRANTY

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed. **Incorporated into these "Terms" is the State of Wisconsin Department of Administration, Division of Energy, Housing and Community Resources, Flexible Facilities Program (FFP) Project Contract Terms and Conditions, for Prime Contractors and Subcontractors (included as an Addendum).**
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
 - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
 - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
 - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice to True North of such breach within seven (7) days of knowledge of same.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for certain services ancillary to the Consulting Services hereunder, including but not limited to subsurface drilling, excavations and other explorations, laboratory services, surveys, etc., based on oral or written competitive prices. The subcontractors' invoices shall be billed by True North to Client in accordance with the Agreement. Nothing in this Section 3 shall require that subcontractor services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed to Client in addition to True North's fee schedules set forth in the Agreement.

4.0 SITE ACCESS AND SITE CONDITIONS

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of the Agreement unless so specified in True North's Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Proposal.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on site information available to True North. True North is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.



5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice. Client's payment obligations herein shall not be conditioned on receipt of funds from any third party, including but not limited to insurance carriers, nor assigned to any other party without prior written consent of True North.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services ("Instruments of Service") and shall remain the sole property of True North until Client has made full payment therefore to True North. The Consulting Services provided by True North are solely for Client's use for the Project and site. Any Instruments of Service prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss (including costs of defense) allegedly arising from any third-party reliance on True North's Instruments of Service without True North's specific authorization to do so.
- 6.2 Client shall inform True North of any specific third parties or types of third parties that Client believes may ask to rely on True North's Instruments of Service (such parties hereinafter "Authorized Third Parties"), and Client shall not under any circumstances permit such reliance except with True North's express written consent. True North may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting True North's liability hereunder, (ii) use such information only for the purposes contemplated by True North in performing its Consulting Services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced as part of the Instruments of Service.
- 6.3 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to Client's Authorized Third-Parties as required in the execution of the Project.
- 6.4 Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services. Upon request of Client and payment of additional compensation, True North may agree to retain records for a longer time period.

7.0 INSURANCE

True North maintains the following insurance coverages: Workmen's Compensation and Auto, as required by applicable law; Commercial General Liability with limits of \$2,000,000 per occurrence and in the aggregate; Pollution Liability with limits of \$2,000,000 per occurrence and in the aggregate; Umbrella with limits of \$6,000,000. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverages or limits, True North may, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and fails to prove such claim, then Client agrees to pay all attorney's fees and other costs incurred by True North in defense of such claim.
- 8.2 Mutual Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to: i) a breach by Client of its obligations hereunder; ii) Client's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.



True North shall indemnify, defend and hold harmless Client and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to: i) a breach by True North of its obligations hereunder; ii) True North's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of True North or anyone acting under its direction or control. **Nothing contained within this paragraph or agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Law, including but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.**

9.0 CHANGE ORDERS

- 9.1 Client and/or True North shall have the right to modify the scope of Consulting Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Consulting Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Consulting Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests by Client for deviations from the Consulting Services specified in the Proposal involving increased time, costs or expenses to True North shall be performed only upon execution of a Change Order.

10.0 SAFETY/NOTIFICATION OF HAZARDS

Client shall be obligated to notify True North of any applicable site safety procedures or requirements known to Client, as well as the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site(s) where Consulting Services will be performed. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site(s) which might present a threat to human health and safety or the environment or impact True North's performance of Consulting Services. True North shall not have any responsibility for the safety of others at the site(s) and Client shall remain responsible and with full authority to take corrective measures to address any safety or hazardous conditions at the site(s). If in True North's opinion, its field personnel are unable to access required locations or perform Consulting Services due to unsafe or hazardous conditions, True North will suspend performance of the Consulting Services until such conditions are addressed by Client, or terminate this Agreement in accordance with Section 15 herein, in which event Client shall pay for suspension and termination expenses in accordance with this Agreement.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around or concealed at any structure. Client agrees that True North will have no liability for any claim, of whatever kind or nature, alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around or concealed at any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around or concealed at any structure.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding this Agreement, True North's Consulting Services or any Instruments of Service, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA/CERCLA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a operator, arranger, generator, storer, treater, transporter, or disposal facility within the meaning of the Comprehensive Environmental Compensation and Liability Act, 42 U.S.C.A. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C.A. 6901, et seq., as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs and set forth in an agreed upon Change Order. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and True North shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

15.0 TERMINATION



Client may terminate this Agreement for convenience without penalty, by providing written notice to True North. Client or True North may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of True North's termination invoice, pay True North's fees for Services satisfactorily rendered and costs incurred, in accordance with the applicable Fee Schedule. Client shall pay True North for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

16.0 DISPUTE RESOLUTION; CHOICE OF FORUM

If any claims or disputes arise between Client and True North related to the Consulting Services provided by True North or out of or related to this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the matter shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The cost of the mediation shall be shared equally by the parties, with each party responsible for its own legal or other costs. Any claims arising out of or relating to the Consulting Services provided by True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in **Iowa** County or **Dane** County, **Wisconsin**. Client hereby unconditionally consents to the jurisdiction and venue of said courts. The prevailing party in any such litigation shall be entitled to recover its costs of defense, including reasonable attorneys' fees.

17.0 MISCELLANEOUS

- 17.1 **Governing Law:** These Terms and all matters arising out of, or related to, the Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of **Wisconsin**, without regard to its choice-of-law or conflict-of-laws provisions.
- 17.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 17.3 **Entire Agreement:** The terms contained in the attached Proposal and these Terms comprise the entire Agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of this Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 17.4 **All Rights Reserved:** All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 17.5 **No Assignment:** The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 17.6 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.
- 17.7 **Notice:** All notices, requests, demands or claims hereunder shall be in writing. Any notice, request, demand or claim shall be deemed duly given if (and then 2 business days after) it is sent via registered or certified mail, return receipt requested, postage prepaid, and addressed to the designated address of the respective Party. Notice shall be deemed given upon receipt of any notice served personally, via email with receipt of delivery or via express courier with receipt of delivery.
- 17.8 **True North shall not be obligated to begin the performance of the Consulting Services until the Proposal and these Terms and Conditions are signed by Client.**

IN WITNESS WHEREOF, the Client, by its duly authorized representative, has executed this Agreement which becomes effective on the date signed by Client's authorized officer or representative as shown below.

AGREED TO AND ACCEPTED BY:

CLIENT: _____

BY: _____

TITLE: _____

DATE: _____



END OF TERMS AND CONDITIONS

REVISED: April 2024

WISCONSIN FLEXIBLE FACILITIES PROGRAM (FFP) PROJECT

CONTRACT TERMS & CONDITIONS

For Prime Contractors and Subcontractors

This document must be included in all construction and non-construction prime contracts and subcontracts for an FFP project.

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Overview:

The Flexible Facilities Program (FFP) is funded by the U.S. Department of Treasury's Capital Projects Fund (CPF), and administered by the State of Wisconsin Department of Administration (DOA) – Division of Energy, Housing and Community Resources (DEHCR). The contracting entity (the "contractor" hereafter) signing the contract to which this document is attached agrees to comply with the requirements of section 604 of the Social Security Act (the Capital Projects Fund Statute), as added by section 9901 of the American Rescue Plan Act of 2021, and guidance issued by the Treasury and DEHCR regarding the foregoing. The contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations. The contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to the FFP project.

The FFP requirements applicable to the contract award include, without limitation, the following:

1. **Uniform Cost Principles:** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the FFP grant and associated contracts, and subject to such exceptions as may be otherwise provided by Treasury or DOA-DEHCR.
2. **Recipient Integrity and Performance Matters:** Recipient Integrity and Performance Matters pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
3. **Conflict of Interest Restrictions:** Conflict of interest restrictions and requirements in accordance with 2 CFR Part 200.112, 2 CFR Part 200.318 and 2 CFR Part 200.319(b).
2 CFR Part 200.112. All conflicts must be disclosed by the contractor to the owner of this contract prior to contract execution, and will be reported to Treasury, as deemed appropriate, by the State of Wisconsin.
2 CFR Part 200.318. Entities must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of a grantee or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the grantee or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The grantee's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.
2 CFR Part 200.319(b). To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
4. **SAM.gov Debarment and Suspension:** OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) through the System for Award Management ([SAM.gov](https://sam.gov) at <https://sam.gov/content/entity-information>), pursuant 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
5. **SAM.gov Records:** "Recipient Integrity and Performance Matters," pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200, hereby incorporated by reference, pertaining to entity records on [SAM.gov](https://sam.gov).
6. **Lobbying Restrictions and Disclosure of Lobbying Activities:** The new restrictions on lobbying per 31 CFR Part 21. The contractor is to comply with lobbying certification and lobbying disclosure requirements for the FFP project. If the amount of the award under this contract is greater than \$100,000.00, the contractor certifies that to the best of their knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an 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.

- (b) 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, contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [accessed at:

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/disclosure.pdf>].

- (c) The contractor shall require that the language of this certification be included in the contract award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

The certification in this contract is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. **Domestic Preference Expectation:** In accordance with the domestic preference provisions of [2 CFR Part 200.322](#), the contractor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
8. **Build America Buy America (BABA) Exemption (Conditional):** A general exemption has been granted by Treasury from the domestic preference requirements of [Executive Order 14005: Ensuring the Future is Made in All of America by All of America's Workers](#) (January 25, 2021) and the Build America Buy America Act ([2 CFR 184](#), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021) for projects funded by the Treasury's Capital Projects Fund (CPF). They are not applicable to FFP projects unless otherwise triggered by another federal funding source for the CPF-funded project, which is specified in this contract.
9. **Consideration for Small Businesses, Women-Owned, Minority-Owned, and Disabled Veteran-Owned Businesses and Labor Surplus Area Firms:** The contractor and their subcontractors (all tiers) shall take all affirmative steps to ensure small businesses, woman-owned, minority-owned and disabled veteran-owned businesses, and labor surplus area firms are considered for sources of supplies and services in accordance with 2 CFR Part 200.321 and Department policy, and as defined below:
- **Small Business** – A business firm that matches the revenue and employment status of a small business in their industry, as specified in [13 CFR Part 121.101](#) and the [North American Industry Classification System \(NAICS\)](#). Registered small businesses may be found in directories available on the [U.S. Small Business Administration website](#).
 - **Minority-Owned Business Enterprise- (MBE)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more members of an eligible minority group member; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a minority or minority owners. Eligible racial ethnic categories include: American Indian, Asian-Indian, Asian-Pacific, Black, Eskimo or Aleut, Hispanic, and Native Hawaiian [[Wis. Stat. § 16.287\(1\)](#) and [Wis. Admin. Code §§ 84.01\(29\)\(a-e\)](#)].
 - **Women-Owned Business Enterprise (WBE)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more women; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and if held in trust, it must be a woman or women as the owner, beneficiary, and trustee of the trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a woman or women owners.
 - **Disabled Veteran-Owned Business (DVB)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more service-disabled veterans; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a service-disabled veteran owner or service-disabled veteran owners. The headquarters must be located in Wisconsin. A disabled veteran is defined as having a Certificate of Release or Discharge from Active Duty (Form DD214); being a resident of Wisconsin; having

a Disability Rating of at least 0% with the Department of Veteran's Affairs or an Armed Services Branch [*Wis. Stat. § 16.283(1)(b)* and *Wis. Admin. Code § 82.22*].

- **Labor Surplus Area Firm** – A business that operates in a “labor surplus area” as designated by the U.S. Department of Labor (USDOL). USDOL publishes a list of LSAs on a fiscal year basis on the *USDOL Labor Surplus Area website* [<https://www.dol.gov/agencies/eta/lsa>].

*A directory of MBE, WBE and DVB firms may be accessed on the *Wisconsin Supplier Diversity Program* website [<https://supplierdiversity.wi.gov/Pages/Home.aspx>].

10. **Drug-Free Workplace:** The Government-wide Requirements for Drug-Free Workplace, 31 CFR Part 20 is hereby incorporated by reference.
11. **Environmental Laws:** Generally applicable federal environmental laws and regulations, as summarized in DOA – DEHCR's *FFP Environmental Report Template*.
12. **Solid Waste Disposal Act:** Pursuant to 2 CFR Part 200.323, the contractor represents and warrants that in its performance under the Agreement, contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
13. **Clean Air Act:** If the contractor's prime contract or subcontract for the FFP project is in excess of \$150,000, the contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the FFP Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **Protections for Whistleblowers:**
 - (a) In accordance with 41 U.S.C. § 4712, contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - (b) The list of persons and entities referenced in the paragraph above includes the following:
 - 1) A member of Congress or a representative of a committee of Congress;
 - 2) An Inspector General;
 - 3) The Government Accountability Office;
 - 4) A Treasury employee responsible for contract or grant oversight or management;
 - 5) An authorized official of the Department of Justice or other law enforcement agency;
 - 6) A court or grand jury; or
 - 7) A management official or other employee of Grantee or DOA – DEHCR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - (c) Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
15. **Encouraging Seat Belt Use:** To promote increasing seat belt use in the United States and pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. **Reducing Text Messaging While Driving:** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.
17. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** The FFP funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR Part 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
18. **Publications:** Any publications produced with funds from this contract award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number CFDA # 21.029, awarded to [name of FFP project grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."
19. **Assurances with Compliance with Civil Rights Requirements:** The following equal opportunity and Civil Rights compliance laws for which the associated requirements apply to FFP project contracts:
1. Executive Order 11246 as amended by EO 11375
 2. Executive Order 12250
 3. Executive Order 13160
 4. Executive Order 13166
 5. Title VI of the Civil Rights Act of 1964
 6. Title IX of the Education Amendments of 1972
 7. Section 504 of the Rehabilitation Act of 1973
 8. Age Discrimination Act of 1975
- (a) As a condition of receipt of federal funding under this contract, the contractor provides the following assurances with respect to the fulfillment of the contract:
- 1) **Title VI of the Civil Rights Act of 1964.** The contractor will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 2) **Executive Order 13166 - Access to Services for Persons with Limited English Proficiency.** The contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" [<https://www.justice.gov/crt/executive-order-13166>], seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). The contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the contractor's programs, services, and activities.
 - 3) **LEP Persons Consideration.** The contractor agrees to consider the need for language services for LEP persons when the contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
 - 4) **Civil Rights Act Contract Clause.** The contractor acknowledges and agrees that it must require any subcontractors, successors, transferees, and assignees to comply with assurances (1)-(3). above, and

agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between contractor and its subcontractors, successors, transferees, and assignees:

Civil Rights Act Subcontract Clause:

The subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- (b) The contractor shall cooperate with the owner of this contract, the FFP grantee, and the State of Wisconsin FFP in any enforcement or compliance review activities by the U.S. Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

20. **Equal Opportunity Contract Clause:**

Compliance with **state and federal** equal opportunity and nondiscriminatory practices in contracting and employment, per **Wisconsin Statute 16.765**, the **Civil Rights Act of 1964**, and **EO 11246**, as amended, is required.

41 CFR Part 60-1.4(b) Equal Opportunity Clause. [EO 11246, as amended by EO 11375]

Federally assisted construction contracts.

- (a) **Law and Provisions.** Except as otherwise provided under 41 CFR Part 60, if the contractor has been awarded a construction contract for the federally assisted FFP project, then the contractor shall comply with, and include in all construction subcontracts for the FFP project, the equal opportunity clause provided under 41 CFR Part 60-1.4(b), as listed on the pages that follow. This is required in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (b) **Contract Language.** Except as otherwise provided, the FFP grantee, grant subrecipient, each prime contractor and each subcontractor is required to agree to the terms and include the following language as a condition of any contract for the FFP project:

The contractor signing this contract hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at **41 CFR Chapter 60**, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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, sexual orientation, gender identity, 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, religion, sex, sexual orientation, gender identity, 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 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, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) 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.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided 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.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the contractor so participating is a State or local government, the above 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 contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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 contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to

the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

- (c) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) **Inclusion of the equal opportunity clause by reference.** *[This is not a provision allowable for or applicable to FFP project construction contractors and subcontractors.]*
- (e) **Incorporation by operation of the order.** By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (f) **Adaptation of language.** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

Wis. Stat. 16.765 Nondiscriminatory Contracting

Except as otherwise provided under [Wis. Stat. § 16.765](#), if the contractor has been awarded a construction contract exceeding \$10,000 for the publicly funded FFP project, then the contractor shall comply with, and include in all construction subcontracts that exceed \$10,000 for the FFP project, the equal opportunity clause provided in this section.

- (1) Grantees, subrecipients, contractors and subcontractors shall include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in [§ 51.01 \(5\)](#), sexual orientation as defined in [§ 111.32 \(13m\)](#), or national origin and, except with respect to sexual orientation, obligating the contractor to take affirmative action to ensure equal employment opportunities.
- (2) Grantees, subrecipients, contractors and subcontractors shall include the following provision in every contract executed by them:

“In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in [§ 51.01 \(5\)](#), sexual orientation or national origin. This provision 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause”. Pursuant to 2019 Wisconsin Executive Order 1, the contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract or subcontract because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- (3) Subsections (1) and (2) of [§ 16.765](#) shall not apply to contracts to meet special requirements or emergencies, if approved by the Department.
- (4) Grantees, subrecipients, contractors and subcontractors shall take appropriate action to revise the standard contract forms under this section.

- (5) Compliance monitoring and the response to complaints will be conducted in accordance with [Wis. Stat. § 16.765](#).
- (6) The contractor shall under this contract, if it exceeds \$50,000, submit an Affirmative Action Plan or a Request for Exemption from Submitting an Affirmative Action Plan and a Contractor's Subcontractor List to the Department of Administration (DOA) Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 or via email at DOADEOSBOPPrograms@wisconsin.gov within fifteen (15) working days after the execution of their contract. Failure to comply with the conditions of this requirement may result in the declaration of contractor ineligibility, the termination of the contract, and/or the withholding of funds.

21. Labor – Mechanics & Laborers (i.e., Construction Workers):

- (a) **Contract Work Hours and Safety Standards Act (CWHSSA).** Where applicable, all contracts awarded for this project financed in whole or in part with the grant award in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act (CWHSSA), each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Liquidated damages, if applicable, for violations are to be computed based on the guidance on the [U.S. Department of Labor \(USDOL\) CWHSSA website](#). The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - i. If such certification is not provided, a contractor must provide a project employment and local impact report detailing:
 - The number of contractors and sub-contractors working on the Project;
 - The number of employees on the Project hired directly and hired through a third party;
 - The wages and benefits of workers on the Project by classification; and
 - Whether those wages are at rates less than those prevailing (As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed).
- (b) **Davis-Bacon Act (DBA) Exemption (Conditional).** Contractors and subcontractors are not subject to Davis-Bacon Act compliance requirements for the FFP project (per an exemption allowed by Treasury for projects funded by the Capital Project Fund) unless DBA requirements are triggered by another funding source for the FFP project. If triggered by another funding source, the DBA requires contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, to pay their laborers and mechanics employed under the contract no less than the prevailing wages and fringe benefits for corresponding work on similar projects in the area, as established by the federal wage rates published on SAM.gov.
- (c) **Copeland "Anti-Kickback" Act (40 U.S.C. 3145) Exemption (Conditional).** FFP projects are not subject to Copeland "Anti-Kickback" Act compliance requirements unless the project is subject to the Davis-Bacon Act and Federal wages, if triggered by another funding source to the FFP project. The Copeland Act, as supplemented by the U.S. Department of Labor (USDOL) regulations ([29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States](#)), is only applicable to construction projects subject to the Federal wage standards (i.e., Davis-Bacon Act wage requirements). If DBA is triggered by another funding source for the FFP project, the Copeland Act is applicable. The Copeland Act provides that each contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The payroll reporting, monitoring, and recordkeeping specifications of [29 CFR Part 3](#) would apply.
- (d) **Fair Labor Practices - Fair Wages, Payroll Reporting, & Monitoring Requirements.** Competitive wages and payroll documentation are required for construction laborer and mechanic job classifications. The contractor

agrees to ensure workers in a laborer or mechanic job classification are paid wages and benefits in accordance with the applicable provisions summarized as follows:

- 1) If the Davis-Bacon Acts (DBA) is deemed to apply to this contract for the FFP project as required by another funding source other than the Flexible Facilities Program funds (which are *not* subject to DBRA compliance), then the contractor agrees to comply with all requirements of the DBA, Copeland Anti-Kickback, CWHSSA, and related laws for labor and wages.
- 2) If DBA is confirmed to *not* apply to this contract for the FFP project, the contractor agrees to comply with the requirement of having fair labor practices and fair wages in accordance with the following FFP labor standards:
 - If the laborer or mechanic is a member of a collective bargaining agreement, the laborer or mechanic shall be paid wages and benefits in accordance with the collective bargaining agreement.
 - If the laborer or mechanic is not a member of a collective bargaining agreement, the laborer or mechanic is entitled to wages and benefits in accordance with whichever is the higher of:
 - Their regular hourly wage and fringe benefits rate for other similar work they perform for the contractor;
 - An hourly wage rate (including cash wage plus fringe benefits rate) not less than a total wage and fringe hourly rate of **\$17.75 per hour**.
 - Apprentices shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation.
- 3) The contractor agrees to provide payroll documentation for its employees and payroll documentation for its subcontractors' employees working on the project to verify fair labor practices, including providing certified payroll records to the owner of this contract no later than **seven (7) days** after the conclusion of each payroll period for all pay periods in which their employees work on the FFP project. Records are to be submitted weekly or bi-weekly, depending on the contractor's regular payroll cycle.

In accordance with the CWHSSA recordkeeping requirements specified on the [USDOL CWHSSA guidance](#), the payroll documentation will include the following:

- Contractor/employer company name;
 - Payroll period dates;
 - Employee names – for each laborer or mechanic working on the FFP project for construction (i.e., new construction, renovation, rehabilitation, expansion, demolition, and related infrastructure and equipment installation at the FFP project site)
 - Each employee's unique identification (ID) number (the assigned employee ID number or last four digits of their social security number);
 - Each employee's address
 - Each employee's telephone number
 - Each employee's job classification for work performed
 - Number of hours each employee worked per day and total hours worked each week on the FFP project;
 - Hourly rate of pay, including the hourly wage rate for straight-time (ST) hours (hours worked that total 40 and less during the work week) and overtime (OT) hours (hours worked over 40 in the work week);
 - The total gross wages amount earned, and net wages amount paid to the employee after deductions;
 - Hourly fringe benefits rates, including the hourly rate cash equivalent of each fringe benefit;
 - Payroll deductions made for the pay period; and
 - Additional payroll supporting documentation related to wages, fringe benefits plans and rates, records of payments made to employees and fringe benefits plans, and deductions (types, employee authorizations, etc.) on file, which must be provided upon request to the grantee, subrecipient, DOA, the U.S. Department of Treasury, and/or other state and federal agencies.
- (e) **Labor Standards Records Retention.** Contractors must maintain these records during the course of the work and for a period of three (3) years after all the work on the prime contract is completed. They also must be made available to the contracting agency (including Department of Treasury and the State of Wisconsin, FFP grantee and subrecipient, if applicable) and the Department of Labor upon request. [Note: Grantees must retain all records for the FFP project, including the contracting and payroll and related records collected from contractors for seven (7) years in accordance with the FFP requirements.]

22. **Termination Clauses in Contracts:** All contracts made by the contractor and owner of this contract under a federal award, as applicable must contain the contract provisions required under 2 CFR Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, contractor must ensure that all subcontracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.
23. **Records and Inspection:** The contractor shall maintain records and financial documents sufficient to evidence compliance with the Treasury Capital Projects Fund Statute, the Uniform Guidance, this contract and the FFP. The grantee, subrecipient (if applicable), the State of Wisconsin, Treasury Office of Inspector General, the Government Accountability Office, Treasury, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of the contractor related to the FFP grant in order to conduct inspections, audits or other investigations. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents.
24. **General Compliance:** The contractor agrees to comply with the FFP, CPF Statute and the Guidance and all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and the contractor shall provide for such compliance in any agreements it enters into with other parties relating to the FFP project.
25. **False Statements:** The contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.