

OTHER CONTRACT REQUIREMENTS

A. COMMUNICATIONS WITH THE CITY

The Contractor will furnish to officials information, reports and recommendations regarding the services provided under this Agreement. In addition, the Contractor will respond to questions regarding the community's need for the Contractor's service, the need for related services, and the cost of such services, including questions from "covered city officials," as defined in Sec. 2.40(2)(e), MGO.

The Contractor will notify the City of the receipt or loss of substantial Program Service funding, not included in the Contractor's Program Budget(s), which could materially affect the level of services described in the Contractor's Description of Program Services, within ten (10) working days of notification of the receipt or loss of said funds.

B. CONFLICT OF INTEREST REQUIREMENTS

The Contractor hereby agrees to comply with City of Madison General Ordinances Section 946.13 Wis. Stats. regarding conflict of interest.

The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provision of this Agreement.

Additional Requirements:

1. Each Contractor must submit a list of their Board of Directors or investor group to the CD Division, and maintain on-site membership lists for any sub-committees to the Board and Conflict of Interest Disclosure Forms completed by each Board or sub-committee member.
2. The Contractor shall:
 - a. Hold a training session with its Board or comparable, appropriate decision-making group, and any sub-committee explaining the Conflict of Interest requirements and each member's responsibilities and rights under those laws.
 - b. Distribute a copy of this Attachment to each member, subcommittee member, potential loan or investment recipient, supplier or Contractor.
 - c. Maintain, on-site, copies of the minutes from each Board or corporate meeting, or any meeting at which the investment or use of City funds is discussed.
 - d. Incorporate into each loan or investment information package, application, contract, and closing documents, a full copy of the Conflict of Interest regulations contained in the contract with the City.

C. AUDIT REQUIREMENTS

The Contractor shall comply with the following requirements:

For an agency which has an annual certified audit completed:

1. A copy of their annual certified audit must be submitted to the CD Division within thirty (30) days of completion which includes the following schedules:
 - a. Report on the Internal Control structure.
 - b. Report on Compliance with Laws, Regulations, Contracts and Grants. The City of Madison requires that the auditor plan the compliance audit such that OMB Circular A-122 is considered material to the financial statements taken as a whole. The auditor will determine:
 - i. Whether direct and indirect cost allocation plans are reasonable and acceptable;
 - ii. That costs are necessary and reasonable and were allocated according to the cost allocation plan;
 - iii. That the costs charged to the contract are based on actual costs incurred and are supported by accounting records and documents.
 - c. A schedule of all revenues and expenditures by program and revenue source, that reconciles costs for the contract period, and a schedule of revenues and expenditures of CD Division funds by program, including a bridging schedule if the contract year and the Contractor's fiscal year do not coincide. NOTE: This schedule should break out the revenues and expenses by funding source and identify the exact amount of CD Division funds expended for a program; other revenue should not be combined within a program description of expenses.
 - d. A schedule of all real property assets; including an itemized list of all debt against each property and the terms of that debt.
 - e. The CD Division Schedule of Findings and Questioned Costs (included).
 - f. A copy of the management letter received from the auditor, and the agency response to that letter.
2. Agencies which do not have annual audits completed may be requested by the CD Division to have an audit completed at CD Division expense.

Under no circumstances will the CD Division reimburse a funded agency for any costs related to an audit unless the agency is being audited in accord with the Single Audit Act and OMB Circular A-133.

CD DIVISION REQUIRED
Schedule of Findings and Questioned Costs
For Year Ended _____

Name of Agency: _____

Summary of Auditor's Results

	Yes	No	
1. Was a Single Audit required?	<input type="checkbox"/>	<input type="checkbox"/>	
What dollar threshold was used to distinguish between Type A and Type B programs as defined by the Single Audit? (If applicable.)	\$		
2. Type of auditor's report issued?			
3. Internal control over financial reporting:			
a. Were material weakness(s) identified?	<input type="checkbox"/>	<input type="checkbox"/>	(If yes, describe.)
b. Were reportable condition(s) identified not considered to be material weaknesses?	<input type="checkbox"/>	<input type="checkbox"/>	(If yes, describe.)
c. Was noncompliance material to the financial statements noted?	<input type="checkbox"/>	<input type="checkbox"/>	(If yes, describe.)
4. Internal control over major programs:			
a. Were material weakness(s) identified?	<input type="checkbox"/>	<input type="checkbox"/>	(If yes, describe.)
b. Were reportable conditions(s) identified not considered to be material weaknesses?	<input type="checkbox"/>	<input type="checkbox"/>	(If yes, describe.)
5. Was the indirect cost allocation plan reasonable and acceptable per OMB-A122?	<input type="checkbox"/>	<input type="checkbox"/>	(If no, describe.)
6. Were the actual costs reasonable and allocated appropriately per OMB-A122?	<input type="checkbox"/>	<input type="checkbox"/>	(If no, describe.)
7. Were the costs allocated to the CD Office contracts based on costs incurred, and are they supported by records and documents?	<input type="checkbox"/>	<input type="checkbox"/>	(If no, describe.)
8. Were any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)? (If A-133 Audit conducted, include CFDA No. and amount.)	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the audit include an identification of all federal revenue sources and dollar amounts by program? (Include State of WI pass-through funds.)	<input type="checkbox"/>	<input type="checkbox"/>	(If no, describe.)
10. Does the audit list any financial statement findings?	<input type="checkbox"/>	<input type="checkbox"/>	
11. Does the audit list any federal and state award findings and questioned costs?	<input type="checkbox"/>	<input type="checkbox"/>	
12. Does the auditor have substantial doubt as to the auditee's ability to continue as a going concern?	<input type="checkbox"/>	<input type="checkbox"/>	(If yes, describe.)
13. Does the audit report identify any additional audit issues related to the Agency's CD Division grants/contracts?	<input type="checkbox"/>	<input type="checkbox"/>	(If yes, describe.)
14. Does the audit include the schedule of revenues and expenditures by program and revenue source?	<input type="checkbox"/>	<input type="checkbox"/>	(If no, describe why not.)
15. Does the audit include the schedule of CD Division funds expended by program?	<input type="checkbox"/>	<input type="checkbox"/>	(If no, describe why not.)
16. Does the audit include the schedule of real property assets and the debt recorded against each property?	<input type="checkbox"/>	<input type="checkbox"/>	(If no, describe why not.)
17. Was a Management Letter or other document conveying audit comments issued as a result of this audit?	<input type="checkbox"/>	<input type="checkbox"/>	(If yes, a copy.)

D. EQUAL OPPORTUNITY, ACCESSIBILITY, FAIR HOUSING, SECTION 3, AND MINORITY BUSINESS ENTERPRISE REQUIREMENTS

Non-Discrimination

Consistent with City ordinance, the Contractor may not, directly or through contractual licensing or other arrangements, take any of the following actions on the grounds of race, national origin, or ancestry, citizenship status, color, religion, sex, age, handicap/disability, marital status, source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student status, domestic partnership status, status as a victim of domestic abuse, sexual assault or stalking as defined in MGO 39.03:

1. Deny any individual any facilities, services, financial aid or other benefits provided under the program or activity;
2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form, from that provided to others under the program or activity;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter of process related to receipt of any service or benefit under the program or activity;
4. Restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
5. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity;
6. Deny an individual an opportunity to participate in a program or activity as an employee;
7. Aid or otherwise perpetuate discrimination against an individual by providing Federal financial assistance to an agency, organization, or person that discriminates in providing any housing, aid, benefit, or service;
8. Otherwise limit an individual in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by other individuals receiving the housing, aid, benefit, or service;
9. Use criteria or methods of administration that have the effect of subjecting persons to discrimination or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons who are members of the protected classes as defined in MGO 39.03; or
10. Deny a person the opportunity to participate as a member of planning or advisory boards.

In determining the site or location of housing, accommodations, or facilities, the Contractor may not make selections that have the effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the ground of race, national origin, or ancestry, citizenship status, color, religion, sex, age, handicap/disability, marital status, source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student status, domestic partnership status, status as a victim of domestic abuse, sexual assault or stalking as defined in MGO 39.03. The Contractor may not make selections that have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Section 109 of Title I of the Housing and Community Development Act of 1974, 24 CFR part 6 and of this Exhibit.

The Contractor may classify employees or applicants for employment, volunteers or applicants for volunteer service, applicants for or consumers of services, or applicants for board or committee membership in the Contractor's organization on the basis of membership in a protected class as defined in MGO 39.03, only in those certain instances where such classification is a bona fide qualification reasonably necessary to the proper performance of the services contracted for.

Specifically, the Contractor hereby agrees to comply with the following as applicable:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-et seq) and implementing regulations at 24 CFR part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 USC 2000d (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
3. The requirements of Executive Order 11246 (Equal Employment Opportunity), as amended by Executive Order 13279, and the implementing regulations issued at 41 CFR Chapter 60;
4. The requirements of City of Madison Equal Opportunities Ordinance 39.03; and
5. The requirements of City of Madison Landlord and Tenant Law, MGO Chapter 32, where appropriate.

Nondiscrimination Based on Disability

Contractor shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under Section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless an Assurance of Compliance with Sec. 39.05 is provided by the applicant or recipient, prior to the granting of the City financial assistance.

Contractor hereby makes the following assurances: Contractor assures and certifies that it will comply with Section 39.05 of the Madison General Ordinances, "Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities," and agrees to ensure that any subcontractor who performs any part of this agreement complies with Sec. 39.05, where applicable. This includes but is not limited to assuring compliance by the Contractor and any subcontractor, with Section 39.05(4) of the Madison General Ordinances, "Discriminatory Actions Prohibited."

Contractor may not, in providing any aid, benefit or service, directly or through contractual, licensing or other arrangements, violate the prohibitions in Section 39.05(4), listed below:

Discriminatory Actions Prohibited: Contractor assures that, in providing any aid, benefit, or service, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;
3. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
6. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Contractor shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

Employment Provisions

1. No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance from the Department.
2. A Contractor shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its program.
3. A Contractor may not use any employment test or other selection criterion that screens out or tends to screen out individuals with handicaps or any class of individuals with handicaps unless the Contractor demonstrates that the test score, or other selection criteria, as used by the Contractor is job related for the position in question.

Accessibility

The Contractor agrees to comply with the provisions of local, State and Federal law regarding accessibility including, but not limited to the Rehabilitation Act, the Fair Housing Amendments Act, the Architectural Barriers Act, the Americans with Disabilities Act, Madison General Ordinance 39.05, the Wisconsin Open Housing Law and all applicable implementing regulations thereto.

E. VULNERABLE POPULATIONS REQUIREMENTS

Pursuant to Resolution No. 53,279, adopted by the City of Madison Common Council on May 21, 1996, Contractors whose programs deal with vulnerable populations, including, but not limited to, young children, youth, elderly, and people with disabilities, shall develop and implement policies and procedures to ensure the lowest possible degree of risk of victimization, abuse, or exploitation by employees and volunteers of the Contractor. The Contractor will use reasonable application and screening tools to select employees and volunteers who work directly with vulnerable clients. Use of all application and screening tools must be in a manner consistent with the Equal Opportunities Ordinance and the Fair Employment Act.

Application and screening tools must be allowable and consistent with the City of Madison Equal Opportunities Ordinance, Section 3.23 of the Madison General Ordinances.

Note: As referenced in Resolution No. 53,279, some common components of screening include, but are not limited to: disclosure of criminal convictions and pending criminal charges, criminal background checks, reference checks, driving records checks, interviews, and testing procedures.

F. CONSUMER INVOLVEMENT AND PUBLIC ACCESSIBILITY

The Contractor will operate facilities in an open and accessible manner which shall allow consumers of services, City and Contractor staff, citizens and members of the City review committees reasonable opportunity to attend Board of Director's and/or Program Advisory Committee meetings in order to gain information or to provide input and recommendations on the Contractor's programs, policies and the delivery of services.

The contractor will hold at least one (1) Board of Directors meeting during the period of this Agreement in open session in a place which is reasonable accessible to members of the public and is readily accessible and usable by persons with disabilities.

The Contractor will involve consumers of service in the planning and evaluation of programs.

The Contractor will maximize use of available resources of all kinds, including but not limited to, grants, donations, bequests, and contributions of housing, program and office supplies and equipment and volunteer time.

The Contractor will cooperate with other community agencies and groups engaged in related activities.

Sections G, H, and I apply only to Housing and Economic Development contracts.

G. REQUIREMENTS REGARDING LEAD-BASED PAINT

Contractor will comply with State and local laws regarding lead paint.

City of Madison MGO 7.49	Applies whenever exterior painting or remodeling is being done to <u>any property</u> built before 1978.	Establishes standards for paint removal and safe work conditions.
State of Wisconsin Code HFS 163	Applies to any person performing, supervising or offering to perform or supervise a lead-based paint activity involving housing or a child-occupied facility constructed prior to 1978 (unless the property is occupied by the elderly or the disabled or is a zero-bedroom dwelling unit.)	Requires certification of all inspectors, supervisors and workers. Establishes work practice standards.

1. The State of Wisconsin Department of Health and Family Services (DHFS) adopted rules to reduce lead paint hazards. A summary of the major State requirements affecting CD projects is as follows:
 - a. All lead inspectors, project designers, risk assessors, workers and supervisors must be accredited by DHFS.
 - b. A person certified as a supervisor of lead hazard reduction must be on the site at all times when work designed to reduce lead-based paint hazards is being performed and must have her/his certification card on the premises.
 - c. All workers must be individually certified and have their certification cards on the premises.
 - d. The supervisor of the lead hazard reduction work must notify the Wisconsin DHFS a minimum of ten (10) days prior to commencing the work.
2. The City of Madison adopted rules to reduce lead paint hazards. A summary of these standards for paint removal and safety procedures, MGO 7.49, is as follows:
 - a. Scope.
Owners of buildings and structures built before 1978 shall paint or remodel or cause to be painted or remodeled any painted exterior surface of such buildings or structures in conformity with the standards set forth in this section. These standards also apply if the age of the building or structure cannot be established by the owner to the satisfaction of the Department of Public Health.
 - i. Painting or remodeling includes but is not limited to work involving construction, alteration, repair, painting, paint removal or decorating.
 - ii. A painted exterior surface means an exterior surface covered with a paint or other surface coating material.
 - iii. An exterior surface may include but is not limited to walls; windows, window assemblies and trim; soffit; fascia; doors, door assemblies and trim; porch and balcony floors and ceilings; column, handrails, and guardrails; and foundations.
 - b. Standards for Paint Removal Methods.
 - i. The following methods shall not be used to remove paint or other surface coating materials without the use of adequate engineering controls:
 - 1) Open flame burning;
 - 2) Power tool cleaning including but not limited to machine sanding or machined grinding;
 - 3) Open-air abrasive blasting or stripping using sand, steel grit, steel shot, aluminum oxide, water or other abrasive media.
 - ii. The methods listed in Subdivision 1) above may be used only with adequate engineering controls to the extent feasible to reduce public exposure to lead. Adequate engineering controls include but are not limited to vacuum attachments equipped with high efficiency particulate accumulator (HEPA) filters, partial containment structures, total containment structures under negative pressure or other method approved by the Director or Department of Public Health.
 - c. Safety Procedures.
 - i. All windows, doors, HVAC intake vents and other entry ways into the building or structure shall be kept closed, or sealed if necessary, while work is being performed.
 - ii. Plastic sheeting shall be used to prevent accumulation of dust and debris on the soil, vegetation or other surfaces adjacent to the work area. At a minimum, plastic sheeting shall be securely attached to the building or structure and extend the length of the work area.
 - iii. All visible dust and debris in and around the work area and all waste work materials such as tape, plastic sheeting, mop heads, cleaning cloths, sponges, disposable clothing, filters and other disposable work materials must be cleaned up at the end of each work day during the entire painting or remodeling project. The dust, debris and disposable work materials must be placed in double 4 mil or single 6 mil plastic bags.
 - iv. Waste generated during the project shall be disposed of in conformance with all applicable local, state and federal laws and regulations. Waste shall be transported and disposed of in such a manner as to prevent lead from becoming airborne.
 - d. Warning Notice. At least two warning signs shall be conspicuously posted adjacent to the work area. The signs shall be posted at the beginning of the project and remain posted until the project has been completed. The signs shall measure at least eleven (11) inches by eight (8) inches and display the following wording:
Caution – Paint Removal Work Area
Danger to Children and Pregnant Women
 - e. Exemption. Persons are exempt from this ordinance if there is no lead-bearing paint present on the surfaces to be painted or remodeled or if there is no lead-bearing paint disturbed by the painting or remodeling process. Lead-bearing paint means any paint or other surface coating material containing more than 0.06% lead by weight, or showing a lead concentration of more than 0.7 milligrams of lead per square centimeter (0.7 mg/cm²)

of surface area. This determination must be made prior to removing or disturbing the paint by a laboratory certified to do lead analysis through the Environmental Lead Laboratory Accreditation Program. Paint chip samples must be collected according to instructions provided by the accredited laboratory. Acceptable paint chip samples must include all layers of paint and omit any surface material such as wood, masonry, etc. A Finding of no lead-bearing paint must be supported with written documentation showing who performed the testing specifying the company or lab name and address and technician name, the date of testing, the test method used, the location and type of surface tested and the test result for each sample.

- f. **Penalties.** Any person violating any of the provisions of this ordinance shall be subject to a forfeiture of not less than fifty dollars (\$50) nor more than one thousand dollars (\$1,000) and each day or fraction of a day on which any provision of this ordinance is violated shall be deemed a separate offense.
(Sec. 7.49 Cr. by Ord. 10,886, 4-14-94)

H. CITY PREVAILING WAGE RATES REQUIREMENTS

Labor Standard Provisions

The Contractor agrees to engage contractors for all construction included in this agreement who shall be listed as qualified for such work by the City of Madison Director of Public Works and who shall comply with every requirement of Section 23.01, Madison General Ordinances (MGO) (Prevailing Wage Scale). The Contractor shall furnish the City Engineer and the CD Division with the names of all contractors and their subcontractors, with the classification of the work they perform, prior to any work beginning.

Wage Rates for Employees of Public Works Contractors

1. **General and Authorization.** The Contractor shall comply with Section 23.01(1) of MGO entitled, "Wage Rates for Employees of Public Works Contracts." The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided.

This provision shall apply to all contracts for public works regardless of any exclusions contained in Wisconsin Statutes, including Sec. 66.0903(5), based on the value of the contract, number of trades involved, or type of work.

"Public Works" shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

"Building or work" includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material substantially in place, directly or through spreaders, from transporting vehicle.

"Erection, construction, remodeling, repairing" means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include preapprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

2. **Establishment of Wage Rates.** The City of Madison has been granted exemption from applying to the Wisconsin Department of Workforce Development (DWD) for determination of prevailing wage rates in accordance with Sec. 66.0903(3), Wis. Stats. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. Upon approval by the Common Council, the prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

3. **Workforce Profile.** The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

4. **Payrolls and Records.** The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall be paid unconditionally and not less often than once per week. Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, received the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day-to-day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

5. Hourly Contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD 290.01(10), Wis. Admin. Code.
6. Apprentices and Subjourneypersons. Apprentices and subjourneypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.
7. Straight Time Wages. The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.
8. Overtime Wages. The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.
9. Posting of Wage Rates and Hours. A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.
10. Evidence of Compliance by Contractor. Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:
 - a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code and Sec. 23.01, Madison General Ordinances; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors and agents who worked on the contract.
 - b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.
11. Evidence of Compliance by Agent and Subcontractor. Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., and Sec. 23.01, Madison General Ordinances, have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.
12. Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate or this ordinance, she/he shall be in default on the contract.

I. DISPLACEMENT, RELOCATION AND ACQUISITION REQUIREMENTS

The Contractor must submit a completed relocation plan to the State of Wisconsin for approval, along with a copy to the CD Division. Any offer to purchase a property must be contingent upon State approval of such a plan.

The Contractor further agrees to:

1. Notify the CD Division of the identification of a potential site prior to the initiation of negotiations resulting in the acquisition and/or rehabilitation of a property; and
2. Inform in writing each owner at the time of the initiation of negotiation of such a property of their rights and responsibilities under the Relocation Act.
3. Inform in writing each tenant at the time of the initiation of negotiation of such a property, or at the time rehabilitation is considered in the case of an agency who already owns the property, of the potential for displacement of non-displacement, conditions of continued occupancy, or potential eligibility for relocation assistance and cautioning the tenant not to move in order to avoid jeopardizing potential relocation benefits if the project does proceed and individuals are displaced.
4. Maintain all records as required by the State of Wisconsin.