



## PUBLIC WORKS COMMITTEE AGENDA

August 13, 2024 at 6:10 PM  
303 Mansion Street Mauston, WI

1. **Call to Order/Roll Call**
2. **Discussion and action relating to Minutes**
  - a. July 23, 2024
3. **2024 Community Development Block Grant for Public Facilities (CDBG-PF) Project Award Letter**
  - a. Award Letter
4. **Discussion and recommendation regarding MSA Service Agreement for the 2024 CDBG - Phase 2**
  - a. Cost of \$46,000
5. **Director of Public Works**
6. **Adjourn**

### NOTICE:

*It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.*

*Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Deputy Clerk Nicole Lyddy (608) 747-2706.*

*Any member of the public wishing to join the meeting telephonically should call City Hall by 4pm the day of the meeting. Staff will be happy to provide instructions on joining the meeting by phone. City Hall main number: 608-847-6676*



PUBLIC WORKS COMMITTEE MINUTES

July 23, 2024 at 6:10 PM  
303 Mansion Street Mauston, WI

- 1. Call to Order/Roll Call-** The Public Works Committee held its regular session on Tuesday, July 23, 2024. Rick Noe called the meeting to order at 6:10 pm. Attending members included Donna McGinley, Mary Bender, and Rick Noe. Also present were Mayor Darryl Teske, City Administrator Daron Haugh, Director of Public Works Rob Nelson, and Deputy Clerk Nicole Lyddy.
- 2. Minutes-** The motion was made by McGinley and seconded by Noe to approve the July 11, 2024 minutes. Motion carried.
- 3. Crane truck as part of the sewer treatment upgrades-** The motion was made by Bender and seconded by Noe to recommend to the council to approve the purchase of the Crane truck as part of the sewer treatment upgrades with payment coming out of the Clean Water Fund loan. Motion carried.
- 4. Sidewalk in TID 4-** The motion was made by McGinley and seconded by Noe to recommend to the council to approve the TID 4 sidewalk replacement at Arlington and Loomis after first checking if a reversionary clause is still on the parcel. Motion carried.
- 5. Director of Public Works Report-** Nelson informed the committee that on Wednesday, July 17 he received an email from the WISC-TV Call for Action regarding a Mauston citizen at 420 West Main St. He indicated that several years ago the city paved a side street eliminating a storm sewer catch basin but that was not the case. He says the drains on this section of the road around his three-house block cannot handle any type of heavy or sustained rainfall. As a result, water jumps the curb and into his backyard and basement. He was told by the city to build up his landscaping, which he said he has done, but this has not resolved the problem. He has had to purchase two new furnaces/hot water heaters because of the flooding. He also claims there are two other homeowners on the street facing similar issues. Nelson stated that the roadwork in question was done in 2005 and that he has seen no improvements to the property's landscaping.
- 6. Adjourn-** The motion was made by McGinley and seconded by Noe to adjourn. Motion carried at 6:22 pm.

Chair

Date



# STATE OF WISCONSIN

## DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor  
Kathy Blumenfeld, Secretary  
David Pawlisch, Division Administrator

July 26, 2024

The Honorable Daryl Teske, Mayor  
City of Mauston  
303 Mansion Street  
Mauston, WI 53948-1329

RE: City of Mauston 2024 Community Development Block Grant for Public Facilities (CDBG-PF) Project  
Award and Pre-Agreement Requirements

Dear Mayor Teske:

Thank you for your recent Community Development Block Grant for Public Facilities (CDBG-PF) project proposal for lift stations and water utility infrastructure improvements. On behalf of Governor Tony Evers and Secretary Kathy Blumenfeld, I am pleased to inform you that the Wisconsin Department of Administration (DOA) will award up to \$1,000,000 to the City of Mauston (referred to as the "Grantee" hereafter) for this CDBG-PF project.

The U.S. Department of Housing and Urban Development (HUD) provides federal funding to states through the Community Development Block Grant (CDBG) program. Wisconsin uses this federal funding to provide affordable housing, suitable living environments, and expanded economic opportunities for persons with low and moderate incomes.

To ensure that your CDBG Application meets federal HUD regulations and program goals, the DOA Division of Energy, Housing and Community Resources (DEHCR) has reviewed and scored your grant application using the 2024 CDBG-PF competitive application criteria. A Scoring Summary sheet for the Grant Application submitted by the Grantee is included on page 10 of this letter.

Information regarding CDBG requirements and the documentation that must be submitted to the Division prior to the Grant Agreement being executed and prior to construction starting are provided on pages 4-9 of this letter. The Grantee has **forty-five (45) days** from the date of this letter to submit the items listed under "Pre-Agreement Documents Submission" on pages 6-8, including signing and returning the Acceptance of Award on page 3.

After the Division receives these items, the Grantee will be contacted by the CDBG project representative assigned to your project to further discuss the terms and conditions of the CDBG-PF award to help ensure the successful administration of this project under HUD guidelines. Certain compliance requirements must be met, and the grant agreement must be executed **prior to** starting any construction for the project.

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City of Mauston

Section 3, Item a.

CDBG-PF Award Amount: \$1,000,000

Again, congratulations and thank you for your efforts in helping our communities prosper and maintain a high quality of life for all Wisconsin residents.

Sincerely,

DocuSigned by:  
*David Pawlisch*  
8BBB1B6C717146F...

David Pawlisch, Administrator  
Division of Energy, Housing and Community Resources

Attachments: 7

cc: Senator Howard Marklein, Senate District 17, State of Wisconsin  
Representative Tony Kurtz, Assembly District 50, State of Wisconsin  
Darren Haugh, City Administrator, City of Mauston  
Nicole Lyddy, Deputy Clerk, City of Mauston  
Jennifer Trader, MSA Professional Services, Inc.  
Angela Davis, Section Chief, Bureau of Community Development, DEHCR  
Kristine Haskin, Director, Program Services Bureau, DEHCR  
Sandy Hilgendorf, Budget & Policy Analyst, DEHCR  
Ben Lehner, Grants Specialist – Advanced, Bureau of Community Development, DEHCR

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CDBG-PF Award Amount: \$1,000,000

**ACCEPTANCE OF THE AWARD**

This award letter represents the Department of Administration – Division of Energy, Housing and Community Resources’ participation in the project. It can be accepted by signing below and returning this to the Division via email to the assigned CDBG project representative listed at the end of this letter.

AUTHORITY TO SIGN DOCUMENT: The individuals signing this Acceptance on behalf of the Grantee certify and attest that the Grantee’s respective Resolutions, and/or other related documents, give full and complete authority to bind the Grantee on whose behalf they are executing this document. The individuals signing below also acknowledge that the specific provisions of this award letter are not binding upon DEHCR nor the Grantee and that DEHCR may withdraw this award at any point for any reason.

**ACKNOWLEDGEMENT**

Grantee:

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Chief Elected Official

\_\_\_\_\_  
Title of Chief Elected Official

\_\_\_\_\_  
Signature of Clerk

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Clerk

\_\_\_\_\_  
Title of Clerk

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City of Madison  
CDBG-PF Award Amount: \$1,000,000

Section 3, Item a.

## **CDBG REQUIREMENTS AND PRE-AGREEMENT DOCUMENTS SUBMISSION**

Specific procedures must be followed prior to undertaking CDBG activities. The Grantee must comply with applicable federal and state regulations and other grant requirements. Failure to comply with the regulations governing the CDBG program may result in this award being rescinded.

The grant award of up to \$1,000,000 represents approximately 48.78% of the proposed project costs. Total costs for this project are estimated to be \$2,050,000. The Grantee must contribute Match Funds in an amount that meets the match ratio of no less than \$1 Grantee Match funds for every \$2 CDBG funds expended for the project.

### **PROJECT ADMINISTRATOR TRAINING**

All CDBG project administrators are required to attend implementation training sessions, as scheduled by the Division. The 2024 CDBG Implementation Training is scheduled for **Thursday, September 19, 2024**. It will be held via live webinar. Information and updates will be emailed to current Grantees and posted on the Bureau of Community Development – Training and Technical Assistance website [<https://energyandhousing.wi.gov/Pages/AgencyResources/CDBG-Training-and-Technical-Assistance.aspx>].

### **PROCUREMENT PROCESS**

Regulations require each CDBG Grantee to follow its local procurement policy. The Grantee must use procurement procedures that comply with federal, state, and local regulations for purchases and contracts funded in whole or in part with CDBG dollars. The Grantee's procurement policy must be submitted to and reviewed by the Division prior to the Grantee receiving any funding. **The Division cannot release CDBG funds for contracted materials and services that have been improperly procured.**

Refer to *Chapter 3: Procurement & Contracting* and *Chapter 7: Labor Standards* in the *CDBG Implementation Handbook* [<https://energyandhousing.wi.gov/Pages/AgencyResources/CDBG-Implementation-Handbook.aspx>], for procurement and contracting guidance. The Grantee must adhere to competitive sealed bid requirements for public works construction contracts of more than \$25,000 per Wisconsin Statutes and CDBG program requirements. Guidance regarding competitive proposal and simplified acquisition procurement methods is provided in *Chapter 3* of the *CDBG Implementation Handbook*. Records verifying that the appropriate procurement procedures were followed must be maintained in the Grantee's CDBG project files.

The Build America, Buy America (BABA) requirements also apply to the project. The BABA Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. An overview and resources regarding the BABA Act are in *Chapter 3* and *Attachment 3-J: BABA Requirements (Contract*

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Insertion) of the *CDBG Implementation Handbook* and on the HUD BABA website [[https://www.hud.gov/program\\_offices/general\\_counsel/baba](https://www.hud.gov/program_offices/general_counsel/baba)].

## ENVIRONMENTAL REQUIREMENTS

An Environmental Review Record and the affiliated actions must be completed for the project and an Environmental Certification letter must be issued by the Division's Environmental Compliance Officer prior to construction activities beginning, real property being acquired, and/or other purchases being made (for items other than those for which the costs are deemed exempt from this requirement, such as grant administration and engineering professional services). Starting construction activities prior to meeting environmental compliance certification requirements may disqualify the project from CDBG funding eligibility. The environmental specifications for CDBG projects are provided in *Chapter 4: Environmental Review* in the *CDBG Implementation Handbook*. Changes to the project scope work may require additional environmental review activities. For assistance regarding environmental compliance, please contact the Environmental Desk at [DOAEnvironmentalDesk@wisconsin.gov](mailto:DOAEnvironmentalDesk@wisconsin.gov).

## ACQUISITION & RELOCATION

CDBG projects involving acquisition (of property and temporary and permanent easements) and/or relocation activities are subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (i.e., URA) [[49 CFR 24](#) and [24 CFR 42](#)] and State of Wisconsin regulations [Ch. 32, Wisconsin Statutes, and Ch. Admin. 92]. Grantees must inform the Division upon determining acquisition and/or relocation is required for the project, and follow the requirements and guidance provided in *Chapter 5: Acquisition & Relocation* in the *CDBG Implementation Handbook* and on the Department of Administration's Relocation Assistance website [<https://doa.wi.gov/Pages/AboutDOA/RelocationAssistance.aspx>]. The Grant Agreement must be fully executed and the Environmental Review requirements must be met prior to the acquisition of property.

## FEDERAL LABOR STANDARDS

Federal labor standards (also known as Davis-Bacon and Related Acts [DBRA] or "Davis-Bacon") will most likely apply to a Grantee's project when construction activities are included in the scope of work. The Grantee should contact the assigned DEHCR project representative for a determination on the applicability of federal labor standards to the CDBG project as necessary. If federal labor standards apply, then the Grantee is responsible for ensuring the required labor standards language/insertions specified in *Chapter 3: Procurement and Contracting* and *Chapter 7: Labor Standards* of the *CDBG Implementation Handbook* are included in all construction prime contracts and subcontracts; all construction prime contractors and subcontractors are to pay their employees working on the CDBG project at least the federal wage rates (with some exceptions for some types of job classifications); all construction prime contractors and subcontractors are subject to submitting weekly payroll records and supporting documentation for fringe benefits and deductions (with some exceptions for some types of job classifications); and the UGLG's Labor Standards Officer is responsible for weekly payroll reviews to confirm compliance and address any noncompliance issues, as applicable. Refer to *Chapter 7: Labor Standards* in the *CDBG Implementation Handbook* for guidance and requirements.



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## SEMI-ANNUAL & ANNUAL REPORTING

Semi-annual and annual reporting for the CDBG project is required. The Grantee must submit the reports in accordance with *Chapter 9: Reporting* in the *CDBG Implementation Handbook* and the CDBG Grant Agreement. Grantees that accept a CDBG award must submit a Single Audit Statement for calendar year 2024 no later than January 15, 2025 and the first semi-annual reporting that will be due will be for the period ending March 31, 2025 (due dates are specified in the *CDBG Implementation Handbook*) regardless of whether the CDBG Grant Agreement has or has not been fully executed. The Grantee shall report all activities from the Award Date (i.e., the date of this letter) through the end of the semi-annual reporting period ending March 31, 2025.

## PROJECT SITE CHANGE IN USE & INCOME RESTRICTIONS

When using CDBG funding to assist a project, standards of use of real property associated with the CDBG project site specified in [24 CFR 570.489\(e\)](#) and [\(j\)](#) and [24 CFR 570.505](#) apply. These standards apply from the date CDBG funds are first spent for acquiring the property or for making improvements to the property until five (5) years after closeout of the Grantee's project with DEHCR. There are restrictions and specifications regarding the use of the property and any income generated from the property (if applicable). The Grantee must not change the use of the property within five (5) years of completing the CDBG project unless the circumstances comply with the federal regulations and are pre-approved by DEHCR. Refer to federal regulations [24 CFR 570.489\(e\)](#) and [\(j\)](#) and [24 CFR 570.505](#) for additional information and contact DEHCR with any questions pertaining to these restrictions.

## PRE-AGREEMENT DOCUMENTS SUBMISSION

All information provided in the CDBG Application is subject to further verification and review by the Division upon request. The Grant Agreement will be prepared and routed for signatures after the Division receives and approves the following pre-agreement documentation:

1. A signed Acceptance of Award (Acceptance form provided as page 3 of this letter).
2. A copy of the Grantee's procurement/purchasing related policy or policies (if multiple are applicable) with the local government's procedures and requirements for purchasing and contracting for goods and services. *[Note: The Grantee's procurement requirements and guidelines may be within a document with a different name, such as a purchasing policy or ordinance, or other financial management policy.]*
3. A list of professional services contracts executed (to date) between the Grantee and any third-party firms for the CDBG project, *if* any contracts have been executed yet, including all those covered with match funding and those intended to be covered with CDBG funding.
4. A completed Financial Management Contact Person form (attached with this letter).



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5. A completed Signature Certification form (attached with this letter).
6. A completed W-9 Form [Taxpayer Identification Number (TIN) Certification] (attached with this letter).
7. A completed DOA-6456 Authorization for Electronic Deposit form (attached with this letter).
8. Bank account verification documentation for the DOA-6456 Authorization for Electronic Deposit, as specified at the bottom of the form (including a letter from the bank on letterhead *or* a voided check for the account). The bank verification letter must include the account holder name (which must be the Grantee), account number, and bank routing number, and be signed by an authorized representative of the bank. If submitting a voided check, it must be a check with the account holder name, account number, and bank routing number pre-printed on the check (a 'starter' check will *not* be accepted). If the Grantee would like to receive a paper check instead of having CDBG funds deposited electronically, contact your assigned DEHCR Program Representative to obtain the appropriate form.
9. A completed DOA-6460 New Supplier form (attached with this letter).
10. An email from the municipal clerk or treasurer verifying that the bank account that will be used for the 2024 CDBG-PF project is non-interest bearing as required; and stating whether it is a separate account to be used *exclusively* for the CDBG project funding deposits and disbursements (with no other State funds or other funds to be deposited into this account), *or* it is not a separate account and will not be used exclusively for the CDBG project deposits and disbursements, but it has a separate account register to track CDBG funding transactions separately from other funds in the account as required.
11. A copy of the Grantee's record on the federal System for Award Management (SAM) [<https://sam.gov/content/home>] which verifies the Grantee has an **"active" registration status and assigned Unique Entity Identification (UEI) number**. If the Grantee does not currently have an "active" registration or the Grantee's SAM registration has expired or will expire prior to the execution of the Grant Agreement, then the Grantee must either register or re-activate the registration on SAM (as applicable) and provide a copy of the record showing the updated status to the Division.

***Alerts Regarding SAM.gov Registration:***

- If the Grantee is not registered or has an inactive/expired registration in SAM, then the Division strongly advises the Grantee to complete the registration process or re-activation process (if applicable) ***immediately*** to avoid delays in executing the CDBG Grant Agreement. Some grantees have experienced significant delays in registration and re-activation in the past.
- Records generated from websites other than the *official* SAM website [<https://sam.gov/content/home>] or emails from entities other than SAM.gov and the Federal Service Desk (which manages SAM.gov) at [<https://sam.gov/content/help> or [https://www.fsd.gov/gsafsd\\_sp](https://www.fsd.gov/gsafsd_sp)] will ***not*** be accepted. Third-party entities have websites that display SAM information but are not the *official* SAM website.

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- Third-party entities may offer services for a fee to municipalities to assist with registering on SAM. However, there is no fee or charge on SAM.gov [<https://sam.gov/content/home>] for registration. Municipalities and other entities may self-register on SAM without third-party assistance and registration on the system is **FREE**. Refer to the “HELP” section on SAM for guidance resources.
12. An updated project budget, reflecting the CDBG award and any changes to funding or projected costs, if applicable, using the budget form attached with this letter. If there are no changes to the budget information that was submitted on the budget form with the CDBG Application, then indicate in the email submission of pre-agreement documents that there are no changes to the project budget.
  13. An itemized, concise, bullet-pointed list of all construction activities and project deliverables to be included in the Scope of Work in the CDBG Grant Agreement, based on the description of the project in the Grantee’s CDBG Application.
  14. An updated project timeline with the projected construction bidding date(s) and construction start and end dates. Construction must begin no later than **July 1, 2025** and end no later than **October 31, 2026**. Grantees must contact their assigned CDBG project representative to request any exceptions.
  15. A completed Service Area Demographic Profile Form (attached with this letter). The total number of beneficiaries must equal the number of beneficiaries listed in the CDBG Application (Part 4) without any duplication of persons *unless* advised by your assigned CDBG project representative that corrections to the beneficiary numbers reported in the CDBG Application are necessary. Estimate the demographic numbers for the service area beneficiaries using the U.S. Census 2022 American Community Survey (ACS) 5-Year Estimates (2018-2022) data for the local government or income survey data, if an income survey was used to qualify the project. Use the search option on the U.S. Census ACS 5-Year Estimates “Quick Facts” website [<https://www.census.gov/quickfacts/WI>] to access the data for the local government where the beneficiaries reside. The race/ethnicity data for the project beneficiaries may be generated by multiplying the percentages for race/ethnicity categories from the ACS data for the local government to the total beneficiaries number; or multiplying the percentages for race/ethnicity categories for the income survey respondents to the total beneficiaries number (only required for income surveys with less than 100% response rate).
  16. Additional items as applicable. Refer to the Scoring Summary sheet included at the end of this letter and contact your assigned CDBG project representative to determine if any items from the CDBG Application require follow-up or additional submissions prior to executing the Grant Agreement.

**The Grant Agreement number that will be assigned to your project and is to be entered when completing the forms attached to this letter is PF 24-13.**

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City of Madison

Section 3, Item a.

CDBG-PF Award Amount: \$1,000,000

Please respond with the documentation listed in the “Pre-Agreement Documents Submission” section within **forty-five (45) days** from the date of this letter. Requested information should be submitted to the Division via email to your assigned CDBG project representative listed at the end of this letter.

#### PRE-CONSTRUCTION DOCUMENTS:

The following documents are required **prior to the start** of any construction and the Division’s disbursement of CDBG funds for the CDBG project:

- A fully executed CDBG Grant Agreement between the Division and the Grantee (signed by all parties).
- A completed Environmental Report (including an Environmental Assessment, if required) **and** issuance of the Environmental Certification letter from the Division’s Environmental Compliance Officer.
- Submission of required documents, as listed in the Grant Agreement (once issued), for verifying compliance with applicable federal labor standards for construction projects. Refer to *Chapter 7: Labor Standards* of the *CDBG Implementation Handbook* for additional guidance.
- Copy of the executed contract between the Grantee and the grant administration services provider (regardless of funding source) *if* the Grantee has contracted with another party for grant administration services.
- Copies of the competitive procurement solicitation documents (in compliance with federal and state CDBG requirements, e.g., the Request for Proposals [RFP] and the advertisement for the RFP) for grant administration services *if* the Grantee has contracted with another party for grant administration services that will be funded in whole or in part with CDBG funds; *OR* copies of other documentation verifying the Grantee followed your local procurement policy in selecting and contracting with the grant administration services provider *if* the Grantee is *not* using CDBG funds to cover the costs.

Please contact your assigned CDBG project representative listed below if you have any questions or concerns. We congratulate the Grantee on this 2024 grant award, and we look forward to working with you to ensure successful completion of your CDBG Public Facilities project.

**Assigned CDBG Project Representative:**

Sally Smarzinski, Grants Specialist – Advanced

[Sally.Smarzinski@Wisconsin.gov](mailto:Sally.Smarzinski@Wisconsin.gov)

2024 Community Development Block Grant for Public Facilities (CDBG-PF) Project  
Application Scoring Summary

Applicant / Unit of General Local Government (UGLG):	City of Mauston
Wisconsin County:	Juneau County
Project Title:	Lift Stations and Water Utility Infrastructure Improvements Project
Project Start Date:	Construction must start no later than July 1, 2025
Project End Date:	Construction must be completed no later than October 31, 2026; Project Completion Report and Final CDBG Payment Request must be submitted to DEHCR no later than December 31, 2026
National Objective:	Meets LMI National Objective based on HUD LMISD for Local Governments.
Total # of Beneficiaries	3,940
Total # of LMI Beneficiaries	2,200
LMI %	55.84%
Estimated Total Project Cost:	\$2,050,000.00
CDBG Funding Amount Requested:	\$1,000,000.00
CDBG Funding Amount Awarded:	\$1,000,000.00

	Score:	Comments:
Project Need (0 – 100 points possible):	58	
Community Distress (70 points possible):		Total Community Distress Score: <u>47</u>
Median Household Income (MHI) (0 – 40 points):	18	MHI: \$57,083
Per Capita Property Value (0 – 15 points):	14	Per Capita Property Value: \$66,062
Local Property Tax Rate (0 – 15 points):	15	Tax Rate: 0.02361
Financial Need (30 points possible):		
Score Based on General Obligation (G.O.) Debt:	N/A	G.O. Debt Individual Score: 5
[Projects with <u>No</u> Sewer or Water work Only]		Sewer/Water Individual Score: 12
Score Based on G.O. Debt & Sewer/Water Rates:	9	Combined Average Score Earned: <u>9</u>
[Projects <u>with</u> Sewer and/or Water work Only]		
Planning (10 points possible):	10	
Project Readiness (40 points possible):		Total Project Readiness Score: <u>40</u>
Environmental Review Documentation:	10	
Architectural/Engineering Biddable Plans & Specifications Documentation:	30	
Other Application Documentation Review Comments:		Meets Citizen Participation requirements. Citizen Participation Plan (CPP) revision required during grant period if awarded funds. Fair Housing Ordinance Accepted. Match Documentation Accepted.
TOTAL (250 points possible):	164	Sufficient score for award.
Grant Award Recommendation:	Award	



## Professional Services Agreement

Section 4, Item a.

MSA Project Number: 00044091

This AGREEMENT (Agreement) is made effective August 13, 2024, by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Brittney Mitchell

Email: [bmitchell@msa-ps.com](mailto:bmitchell@msa-ps.com)

**CITY OF MAUSTON (OWNER)**

Address: 303 Mansion St, Mauston, WI 53948

Phone: 608-847-6676

Representative: Daron Haugh

**Project Name:** 2024 City of Mauston CDBG Administration (Phase 2-Remote Locations)

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: 7/31/2024  
Approximate Completion Date: 12/31/2026

**The lump sum fee for the Grant Administration work is:** \$28,000

**The lump sum fee for the Labor Standards Monitoring work is:** \$18,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF MAUSTON**

\_\_\_\_\_  
Darryl Teske

Mayor

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

**MSA PROFESSIONAL SERVICES, INC.**

*Brittney Mitchell*

\_\_\_\_\_  
Brittney Mitchell

Team Leader Funding

Date: 8/1/2024

**OWNER ATTEST:**

\_\_\_\_\_  
Daron Haugh

City Administrator

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

**MSA PROFESSIONAL SERVICES, INC. (MSA)**  
**GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

Section 4, Item a.

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment not included costs for restoration of damage that may result and shall not be responsible for such costs.

**6. Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

**7. Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

**8. Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

**9. Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**10. Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

**11. Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.



**12. Electronic Documents and Transmittals.** Owner and MSA agree to transmit and related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

**14. Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**15. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**16. Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity cost for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**20. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

## ATTACHMENT A: SCOPE OF SERVICES

### Scope of Services:

#### **CDBG PF Administration and Labor Standards Compliance Monitoring**

Working in conjunction with the (OWNER), MSA agrees to provide services for CDBG Administration and Labor Standards Compliance Monitoring as hereinafter stated. The liability related to the application, administration and/or other assistance provided is limited to the stated fee for said assistance. MSA is committed to high quality service and performance of the scope herein and is not responsible for the actions of others including but not limited to the agencies associated with these funding sources and oversight.

### **Section 1: CDBG Administration**

MSA proposes to provide administrative assistance services to the OWNER in accordance with the Wisconsin Department of Administration's (DOA) current CDBG Implementation Handbook. Administrative Services are outlined as follows:

1. Contracting assistance with DOA; review the Owner/DOA contract for accuracy & timeline
2. Recordkeeping – CDBG Program and Project Files
  - a. Establish and Maintain CDBG Program Administration Files
  - b. Establish and monitor Project Construction/Labor Standards Compliance files, Prime and Subcontractors
3. Financial Management Assistance
  - a. Establish the Grant Account according to 24 CFR 570.497 and Treasury Circular 1075;
  - b. Request fund according to Federal Attachment O, OMB Circular A-102 and Treasury Circular 1075;
  - c. Establish system to handle program income according to CFR 570.494 Attachment E, OMB Circular A-102;
  - d. Maintain financial records as required in Circular A-87; Attachments C, G and H, OMB Circular A-102;
  - e. Assist Owner in establishing separate checking accounts to disburse funds and pay bills (all checks reviewed and approved by Owner prior to disbursement). Owner will cut all checks to be disbursed by CDBG program;
  - f. Advise Owner to schedule/conduct "single audit(s)" as may be required by CDBG program.
4. Provide assistance to Owner to satisfy Equal Opportunity Requirements
  - a. Develop and maintain demographic profiles of the community by census data - relating to race, ethnicity, sex, age and head of households;
  - b. Develop and maintain racial, ethnic, gender, age and handicap data showing in the extent to which these categories of persons have participated in, or benefited from, CDBG programs and activities;
  - c. Document all equal opportunity related activities including compliance monitoring;
  - d. Include all applicable equal opportunity language in bidding specifications and contract documents;

- e. Complete and submit the required equal opportunity reports/attend DOA monitoring visits.
- 5. DOA Monitoring Assistance
  - a. Prepare and submit semi-annual reports to DOA/Owner;
  - b. Attend, assist Owner at all DOA program monitoring visits
- 6. Citizen Participation Compliance Assistance
  - a. Assist with creation of CDBG Committee, as applicable;
  - b. Assist Owner with the implementation of Citizen Participation Plan, per DOA requirements;
  - c. Attend/conduct required citizen participation hearing to provide the public with information regarding the CDBG program (near project completion);
  - d. Assist Owner in responding to citizen questions, complaints and/or grievances
- 7. Assist with Close-Out of CDBG Program
  - a. Advise owner to schedule/conduct final "single audit";
  - b. Submit the final report;
  - c. Submit the Certificate of Completion;
  - d. Submit the final report; Submit the Minority Business Enterprise/Women Business Enterprise Contractor/Subcontractor Record

## **Section 2: Provide Federal Labor Standards Monitoring for Construction Project(s)**

- 1. Serve as Labor Standards Officer on behalf of Owner
- 2. Secure/utilize current federal wage rate schedules, per CDBG requirements
- 3. Include (or provide for inclusion if requested) all applicable federal labor standards information in all bidding specifications and contract documents
- 4. Conduct required pre-construction conference and review wage requirements, funding processes and procedures, and payment procedures per all funding agencies as it relates to construction
- 5. Assist Owner with on-the-job employee interviews (HUD Form 11) and compare interviews to payrolls received; follow up on discrepancies between interviews and payroll documents
- 6. Review contractor & all sub-contractor payroll records for Davis-Bacon wage rate compliance on a weekly basis during construction:
  - a. Verify signed Certificate of Compliance attached to Payroll report
  - b. Verify that payroll reports include the following:
    - i. Name and Address of employees
    - ii. Employee Identification number
    - iii. Federal classification
    - iv. Base wage hourly amount
    - v. Fringe benefit hourly amount
    - vi. Standard Deductions
    - vii. Other Deductions (with explanations)
    - viii. Identified Apprentice(s) and current level in certified program
  - c. Verify receipt of required attachments to the payrolls:

- i. Union Wage Sheet, or Documentation of Approved Fringe Plan(s), i.e. name, address, phone number, and frequency of deposit on behalf of employees
  - ii. Authorization of "Other" deductions, i.e. Child Support orders, signed plan/insurance/savings enrollment sheets
  - iii. Apprentice Contracts and corresponding Union Contract including ratios of journeymen to apprentices
6. Assist Owner in resolving labor standards compliance issues

### **Section 3: Equal Opportunity Statement**

MSA agrees to comply with the following Equal Opportunity provisions:

1. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
2. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally assisted construction contracts in excess of \$2,000.